

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

<NAME OF CONTRACTOR>

FOR THE PROVISION OF

~~SCRAM~~ SECURE CONTINUOUS REMOTE ALCOHOL MONITOR CONTINUOUS
ALCOHOL MONITORING SERVICES

This AGREEMENT, entered into this 1st day of July 2019, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and <NAME OF CONTRACTOR>, doing business at <STREET>, <CITY>, CA <ZIP>, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency (SSA) Director or designee, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Secure Continuous Remote Alcohol Monitor Continuous Alcohol Monitoring (SCRAM CAM) services; and

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

WHEREAS, such contracts are authorized and provided for pursuant to California Welfare and Institutions Code Section 16501:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

///

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1 1. TERM

2 The term of this Agreement shall commence on July 1, ~~2016~~2019, and terminate on June
3 30, ~~2019~~2021, unless earlier terminated pursuant to the provisions of Paragraph 39 of this
4 Agreement; however, CONTRACTOR shall be obligated to perform such duties as would
5 normally extend beyond this term, including, but not limited to, obligations with respect to
6 indemnification, audits, reporting and accounting.

7 2. ALTERATION OF TERMS

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

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

16 3. STATUS OF CONTRACTOR

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

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

27 4. DESCRIPTION OF SERVICES

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

1 supplies, as described in the Exhibit A to the Agreement between County of Orange and
 2 ~~<Contractor~~CONTRACTOR>, for the Provision of SCRAM ~~Continuous—Alcohol~~
 3 ~~Monitoring~~CAM Services, attached hereto and incorporated herein by reference. ~~CONTRACTOR~~
 4 ~~shall operate continuously throughout the term of this Agreement with the number and type of~~
 5 ~~staff described and as required for provision of services hereunder.~~

6 4.2 ~~— Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate~~
 7 ~~staff to attend an orientation session and subsequent training sessions given by COUNTY.~~

8 5. LICENSES AND STANDARDS

9 5.1 CONTRACTOR warrants that it ~~has~~and its personnel, described in Paragraph 24 of
 10 this Agreement, who are subject to individual registration and/or licensing requirements, have all
 11 necessary licenses and permits required by the laws of the United States, State of California
 12 (hereinafter referred to as “State”), County of Orange, and all other appropriate governmental
 13 agencies to perform the services described in this Agreement, and agrees to maintain, and require
 14 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
 15 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
 16 such laws and licensure requirements, including, without limitation, compliance with laws
 17 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
 18 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
 19 becoming expired, inactive, etc.).

20 5.2 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless~~
 21 ~~waived in whole or in part by ADMINISTRATOR~~, with all applicable provisions of the California
 22 Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR);
 23 implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
 24 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all
 25 applicable laws and regulations of the United States, State of California, County of Orange ~~Social~~
 26 ~~Services Agency~~, and County of Orange SSA, and all administrative regulations, rules, and
 27 policies adopted thereunder, as each and all may now exist or be hereafter amended.

28 5.2.1 For ~~Federally~~federally funded Agreements in the amount of \$25,000 or

1 more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended
 2 from ~~Federal~~federal financial assistance programs and/or activities.

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

4 6.1 Delegation and Assignment

5 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
 6 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
 7 written consent of COUNTY. Any attempted delegation or assignment without prior written
 8 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
 9 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
 10 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
 11 benefits under the terms of this Agreement requiring COUNTY approval.

12 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
 13 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
 14 for the provision of services under the Agreement.

15 6.2 Change of Ownership

16 CONTRACTOR agrees that if there is a change or transfer in ownership of
 17 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
 18 assignment of the Agreement, the new owners shall be required, under the terms of sale or other
 19 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this
 20 Agreement and complete them to the satisfaction of COUNTY.

21 ~~6.2~~ SUBCONTRACTS~~Subcontracts:~~

22 7.

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

1 7.1.1 Subcontracts of \$~~25~~50,000 or less

2 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,
3 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services
4 by CONTRACTOR when the cumulative total cost of the services to be provided by any
5 organization is anticipated to ~~be twenty-five~~fifty thousand dollars (\$~~25~~50,000) or less during the
6 term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the
7 actual cost of providing services or the usual and customary charges established by the
8 organization(s) providing the services.

9 7.1.2 Subcontracts in excess of \$~~25~~50,000

10 7.1.2.1 CONTRACTOR shall develop and submit for approval to
11 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
12 the total cumulative cost of services provided by any single organization is anticipated to exceed
13 ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.
14 CONTRACTOR's proposed procurement system shall take into consideration such factors as:
15 degree of price competition; pricing policies and techniques; experience and quality of service;
16 methods of evaluating subcontractor responsibility; relationship of subcontractor to
17 CONTRACTOR; and planning, award, and post-award management of subcontracts, including
18 internal audit procedures and monitoring of subcontractor's performance until completion of
19 services.

20 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
21 proposed procurement system, CONTRACTOR shall comply with such procurement system in
22 obtaining subcontracts with a total cost in excess of ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000)
23 during the term of this Agreement. In addition, CONTRACTOR shall obtain
24 ADMINISTRATOR's written consent prior to entering into a subcontract with any organization
25 when the total cumulative cost of services to be provided by that organization is anticipated to
26 exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.

27 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
28 maintain accurate and complete financial records related to services provided under the terms of

1 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to
2 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
3 until any pending audit is completed.

4 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

5 8.1 Form of Business Organization

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

9 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
10 partnership, corporation, etc.

11 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
12 of ownership or otherwise, to any parent organization or individual.

13 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
14 subsidiary business organization or to any individual who may be providing services, supplies,
15 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
16 under this Agreement.

17 8.2 Change in Form of Business Organization

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

25 8.3 Name Change

26 CONTRACTOR must notify COUNTY, in writing, of any change in
27 CONTRACTOR's status with respect to name changes that do not require an assignment of the
28 Agreement. While CONTRACTOR is required to provide name change information without

1 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its
 2 status upon request by COUNTY.

3 9. NON-DISCRIMINATION

4 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
 5 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
 6 services or benefits, assignment of accommodations, treatment, evaluation, employment of
 7 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
 8 ancestry, physical disability, mental disability, medical condition, genetic information, marital
 9 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
 10 status, or any other protected group, in accordance with the requirements of all applicable
 11 ~~Federal~~federal or State laws.

12 ~~9.2 — CONTRACTOR shall develop an Affirmative Action Program Plan which meets~~
 13 ~~the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

14 ~~9.3~~9.2 CONTRACTOR shall furnish any and all information requested by
 15 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
 16 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
 17 9 et seq.

18 ~~9.4~~9.3 Non-Discrimination in Employment

19 ~~9.4.1~~9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled
 20 "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented
 21 in Department of Labor regulations (Title 41 CFR Part 60).

22 ~~9.4.2~~9.3.2 All solicitations or advertisements for employees placed by or on
 23 behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for
 24 employment without regard to race, religious creed, color, national origin, ancestry, physical
 25 disability, mental disability, medical condition, genetic information, marital status, sex, gender,
 26 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other
 27 protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws.
 28 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous

1 place for employees and job applicants.

2 ~~9.4.3~~9.3.3 CONTRACTOR shall refer any and all employees desirous of filing
3 a formal discrimination complaint to:

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

5 ~~Public Inquiry and Response Bureau~~

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

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

8 Elk Grove, CA ~~95814~~95758

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

10 (800) ~~952-8349 (For the hard of hearing)~~700-2320 (TTY)

11 ~~9.5.4~~ 9.4.1 Non-Discrimination in Service Delivery

12 ~~9.5.1~~9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil
13 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the
14 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
15 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
16 amended; California Civil Code Section 51 et seq., as amended; California Government Code
17 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
18 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
19 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
20 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable ~~Federal~~federal and
21 State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91;
22 Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
23 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
24 amended. CONTRACTOR shall not implement any administrative methods or procedures which
25 would have a discriminatory effect or which would violate the CDSS Manual of Policies and
26 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,
27 CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with
28 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be

1 referred to the appropriate ~~Federal~~federal agency for further compliance action and enforcement
2 of Subparagraph 9.4 et seq.

3 ~~9.5.2.2~~9.4.2 CONTRACTOR shall provide any and all clients desirous of filing
4 a formal complaint any and all information as appropriate:

5 ~~9.5.2.1~~9.4.2.1 Pamphlet: “Your Rights Under California Welfare
6 Programs” (PUB 13)

7 ~~9.5.2.2~~9.4.2.2 Discrimination Complaint Form

8 ~~9.5.2.3~~9.4.2.3 Civil Rights Contacts:

9 County Civil Rights Contact:

10 Orange County Social Services Agency

11 Program Integrity

12 Attn: Civil Rights Coordinator

13 P.O. Box 22001

14 Santa Ana, CA 92702-2001

15 Telephone: (714) 438-8877

16 State Civil Rights Contact:

17 California Department of Social Services

18 Civil Rights Bureau

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

20 Sacramento, CA 94244-2430

21 Federal Civil Rights Contact:

22 U.S. Department of Health and Human Services

23 Office of Civil Rights

24 50 U.N. Plaza, Room 322

25 San Francisco, CA 94102

26 9.4.3 The following websites provide Civil Rights information, publications
27 and/or forms:

28 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 ~~and/or~~, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
~~Contract~~ Contracts and Procurement Services
500 N. State College Blvd, Suite 100
Orange, CA 92868-~~1673~~

CONTRACTOR: <CONTACT NAME>
<NAME OF CONTRACTOR>
<ADDRESS>
<CITY>, <STATE> <ZIP>

10.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ~~ADMINISTRATOR and CONTRACTOR~~ The parties each may mutually agree designate by written notice from time to time, in writing to the manner aforesaid, any change in the addresses address to which notices are must be sent.

11. NOTICE OF DELAYS

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

1 information with respect thereto, to the other party.

2 12. INDEMNIFICATION

3 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
 4 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
 5 their elected and appointed officials, officers, employees, agents, and those special districts and
 6 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
 7 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
 8 including, but not limited to, personal injury or property damage arising from or related to the
 9 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
 10 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
 11 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
 12 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
 13 Neither party shall request a jury apportionment.

14 13. INSURANCE

15 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
 16 purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~
 17 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,
 18 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied
 19 with, ~~and~~. CONTRACTOR agrees to keep such insurance coverage ~~and the certificates therefore~~,
 20 Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire
 21 term of this Agreement. ~~CONTRACTOR~~ In addition, all subcontractors performing work on
 22 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same
 23 terms and conditions as set forth herein for CONTRACTOR.

24 ~~13.1~~ 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
 25 behalf of CONTRACTOR pursuant to this ~~agreement~~ Agreement shall be covered under
 26 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same
 27 terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
 28 subcontractors to work if subcontractors have less than the level of coverage required by

1 ~~County~~COUNTY from CONTRACTOR under this ~~agreement~~Agreement. It is the obligation of
 2 ~~Contractor~~CONTRACTOR to provide notice of the insurance requirements to every subcontractor
 3 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof
 4 of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for
 5 inspection by COUNTY representative(s) at any reasonable time.

6 ~~13.2 — CONTRACTOR shall ensure that all subcontractors performing work on behalf of~~
 7 ~~CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and~~
 8 ~~conditions as set forth herein for CONTRACTOR.~~

9 13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the
 10 Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of~~
 11 ~~Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR) or
 12 deductible in an amount in excess of ~~\$25~~fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile~~
 13 ~~liability),~~ shall specifically be approved by the ~~County Executive Office (CEO)/Office of~~
 14 COUNTY's Risk ManagementManager, or designee, upon review of CONTRACTOR's current
 15 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,
 16 and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the
 17 following:

18 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
 19 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
 20 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
 21 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
 22 same; and

23 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
 24 irrespective of any duty to indemnify or hold harmless; and

25 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
 26 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
 27 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
 28 insured.

1 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
2 term of this Agreement, COUNTY may terminate this Agreement.

3 13.5 Qualified Insurer

4 13.5.1 The policy or policies of insurance ~~required herein~~ must be issued by an
5 insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size
6 Category as determined by the most current edition of the Best's Key Rating Guide/Property-
7 Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be
8 licensed to do business in the state of California (California Admitted Carrier).

9 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
10 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
11 the company's performance and financial ~~rating~~ ratings.

12 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
13 the minimum limits and coverage as set forth below:

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

14 13.8 Required Coverage Forms

15 13.8.1 Commercial General Liability coverage shall be written on Insurance
16 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
17 broad.

18 13.9 Required Endorsements

19 13.9.1 Commercial General Liability policy shall contain the following
20 endorsements, which shall accompany the Certificate of Insurance:

21 13.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or~~
22 ~~CG-2033~~ 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and
23
24
25
26
27
28

1 appointed officials, officers, agents and employees, as Additional Insureds or provide blanket
2 coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

3 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20
4 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
5 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
6 contributing.

7 13.9.2 The Network Security and Privacy Liability policy shall contain the
8 following endorsements which shall accompany the Certificate of Insurance.

9 13.9.2.1 An Additional Insured endorsement naming the County of
10 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
11 for its vicarious liability.

12 13.9.2.2 A primary and non-contributing endorsement evidencing that
13 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
14 County of Orange shall be excess and non-contributing.

15 13.10 All insurance policies required by this Agreement shall waive all rights of
16 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
17 employees when acting within the scope of their appointment or employment.

18 13.11 CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30) days
19 of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of
20 the cancellation notice to ~~County~~COUNTY. Failure to provide written notice of cancellation may
21 constitute a material breach of the contract, upon which the ~~County~~COUNTY may suspend or
22 terminate this Agreement.

23 13.12 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims
24 made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability
25 coverage for two (2) years following completion of this Agreement.

26 13.13 The Commercial General Liability policy shall contain a severability of interests
27 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

28 13.14 Insurance certificates should be mailed to COUNTY at the address indicated in

1 Paragraph 10 of this Agreement.

2 13.15 If CONTRACTOR fails to provide the insurance certificates and endorsements
3 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
4 award may be made to the next qualified proponent.

5 13.16 COUNTY expressly retains the right to require CONTRACTOR to increase or
6 decrease insurance of any of the above insurance types throughout the term of this Agreement.
7 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
8 appropriate to adequately protect COUNTY.

9 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
10 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
11 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
12 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
13 COUNTY shall be entitled to all legal remedies.

14 13.18 The procuring of such required policy or policies of insurance shall not be construed
15 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
16 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
17 available from the insurer.

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

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

21 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
22 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
23 under this Agreement. While CONTRACTOR is required to provide this information without
24 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
25 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

26 ~~14.1~~14.2 Any accident or incident relating to services performed under this
27 Agreement ~~which~~that involves injury or property damage which may result in the filing of a claim
28 or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within~~

1 ~~twenty four (24) hours of occurrence.~~

2 ~~14.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from
3 or ~~related~~relating to services performed by CONTRACTOR under this Agreement. ~~Such report~~
4 ~~shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

5 ~~14.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY
6 property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~
7 ~~occurrence.~~

8 ~~14.4~~14.5 Any loss, disappearance, destruction, misuse or theft of any kind
9 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the
10 term of this Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24) hours~~
11 ~~of occurrence.~~

12 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
13 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
14 of service location or jurisdiction.

15. CONFLICT OF INTEREST

16 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
17 or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY.~~ ~~This,~~
18 In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees,
19 agents, ~~relatives,~~and subcontractors ~~and third parties~~ associated with ~~accomplishing the work~~
20 ~~hereunder~~provision of goods and services provided under this Agreement. The CONTRACTOR's
21 efforts shall include, but not be limited to, establishing rules and procedures preventing its
22 employees, agents, and subcontractors from providing or offering gifts, entertainment, payments,
23 loans, or other considerations which could be deemed to influence or appear to influence
24 COUNTY staff or elected officers in the performance of their duties.

25 ~~15.2 CONTRACTOR's efforts shall include, but not be limited to, establishing~~
26 ~~precautions to prevent its employees or agents from making, receiving, providing, or offering gifts,~~
27 ~~entertainment, payments, loans or other considerations which could be deemed to appear to~~
28 ~~influence individuals to act contrary to the best interests of COUNTY.~~

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

6 **16. ANTI-PROSELYTISM PROVISION**

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

11 **17. SUPPLANTING GOVERNMENT FUNDS**

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

20 **18. BREACH SANCTIONS**

21 18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
22 conditions of this Agreement shall be a material breach of this Agreement. In such event,
23 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
24 available at law, in equity, or otherwise specified in this Agreement:

25 18.1.1 Afford CONTRACTOR a time period within which to cure the breach,
26 which period shall be established by ADMINISTRATOR; and/or

27 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
28 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;

1 and/or

2 18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
3 COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

4 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
5 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

6 19. PAYMENTS

7 19.1 Maximum Contractual Obligation

8 The maximum obligation of COUNTY under this Agreement shall not exceed the
9 amount of \$500,000, or actual allowable costs, whichever is less. The annual amount for each
10 twelve (12) month period is as follows:

11 19.1.1 \$250,000 for July 1, 2019 through June 30, 2020; and

12 19.1.2 \$250,000 for July 1, 2020 through June 30, 2021.

13 ~~19.1~~ 19.2 Allowable Costs and Usage

14 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
15 in arrears. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this
16 Agreement. CONTRACTOR agrees to supply the services at the unit price listed in Subparagraphs
17 19.2.1 and 19.2.2 of this Agreement, regardless of the number of referrals from COUNTY.

18 ~~19.1.1~~ 19.2.1 COUNTY shall pay CONTRACTOR, monthly in arrears, a rate of
19 \$~~13~~12.50 per day, per client, for continuous alcohol monitoring services.

20 ~~19.1.2~~ 19.2.2 A one-time enrollment fee of \$~~75~~100.00 per client.

21 ~~19.2~~ 19.3 No payments will be made for the following:

22 ~~19.2.1~~ 19.3.1 An enrollment fee for a client for whom an enrollment fee was
23 previously paid, at any time, by the COUNTY on behalf of athe referred CLIENT. In the event a
24 client is re-referred after being previously terminated from services, a second enrollment fee will
25 not be paid.

26 ~~19.2.2~~ 19.3.2 Monitoring fees incurred prior to a COUNTY authorized service
27 period as indicated ~~in~~on the written referral from provided to CONTRACTOR by
28 ADMINISTRATOR. For example, if a referral indicates service is to begin on or after September

1 1, 2019, any date prior to September 1, 2019 will not be eligible for payment.

2 ~~19.2.3~~19.3.3 Monitoring fees incurred after an authorized service period has
3 expired, as indicated in ~~the~~a written service termination notice provided to CONTRACTOR by
4 ADMINISTRATOR. For example, if ADMINISTRATOR notifies CONTRACTOR on
5 September 1, 2019 that the service authorization expires on September 2, 2019, services provided
6 after September 2, 2019 will not be eligible for payment.

7 ~~19.2.4~~19.3.4 Enrollment fees for non-compliant CLIENTS who do not have a
8 SCRAM CAM Bracelet device installed.

9 ~~19.2.5~~19.3.5 SCRAM CAM related equipment damaged or lost by a CLIENT
10 referred to CONTRACTOR through the resultant agreement, regardless of the cause ~~of~~for such
11 damage or loss.

12 ~~19.2.6~~19.3.6 Any fee other than the fees referenced in Subparagraphs 19.2.1 and
13 19.2.2.

14 ~~19.3~~19.4 CONTRACTOR shall not charge any fee (i.e., deposit fee, secondary
15 enrollment fee, etc.) to a CLIENT unless specifically authorized or directed to do so by
16 ADMINISTRATOR.

17 ~~19.4~~19.5 In the event the Orange County Juvenile Court orders a CLIENT to partially
18 or completely pay for continuous alcohol monitoring services, ADMINISTRATOR will
19 coordinate with CONTRACTOR to accept direct payment from the CLIENT and to bill the
20 COUNTY for the difference~~different~~ between the amount the CLIENT paid and the fees
21 referenced in Subparagraphs 19.2.1 and 19.2.2.

22 ~~19.5~~19.6 Claims

23 ~~19.5.1~~19.6.1 CONTRACTOR shall submit monthly claims to be received by
24 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
25 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
26 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
27 holidays include 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.

2 ~~19.5.2~~19.6.2 All claims must be submitted on a form approved by
3 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
4 source documents with the monthly claim, including, inter alia, a monthly statement of services,
5 general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving
6 records, some of which may be required to be copied. Source documents that CONTRACTOR
7 must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller.
8 CONTRACTOR shall retain all financial records in accordance with Paragraph 23 ~~(Records,~~
9 ~~Inspections, and Audits)~~ of this Agreement.

10 ~~19.5.3~~19.6.3 Payments should be released by COUNTY within a reasonable time
11 period of approximately thirty (30) days after receipt of a correctly completed claim form and
12 required supporting documentation.

13 ~~19.5.4~~19.6.4 Year-End and Final Claims

14 ~~19.5.4.1~~19.6.4.1 During each COUNTY fiscal year, July 1 through
15 June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods
16 (June 1st through June 15th and June 16th through June 30th) for the month of June which shall
17 require CONTRACTOR submit separate invoice claims for each billing period. In the event
18 COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years,
19 COUNTY will provide written notification to CONTRACTOR by the 15th of May of each
20 corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim
21 deadlines.

22 ~~19.5.4.2~~19.6.4.2 CONTRACTOR shall submit a final claim for each
23 COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated
24 in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims
25 received after August 30th of each corresponding COUNTY fiscal year may, at
26 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
27 date upon which the final claim per each COUNTY fiscal year must be received, upon written
28 notice to CONTRACTOR.

1 ~~19.5.4.3~~19.6.4.3 The basis for final settlement shall be the actual
2 allowable costs as defined in Title ~~4548~~ CFR ~~and Section 31.2-CFR, Part 230~~ incurred and paid
3 by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of
4 COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount
5 of the overpayment against the final payment. In the event overpayment exceeds the final
6 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of
7 notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY
8 in the event an overpayment has been made.

9 20. OVERPAYMENTS

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

22 21. OUTSTANDING DEBT

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

26 22. FINAL REPORT

27 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within
28 sixty (60) days after the termination of this Agreement, which shall summarize the activities and

1 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and
 2 ADMINISTRATOR may mutually agree ~~in writing~~ to modify the date upon which the final report
 3 must be submitted. Any agreement must be in writing.

4 23. RECORDS, INSPECTIONS, AND AUDITS

5 23.1 Financial Records

6 23.1.1 CONTRACTOR shall prepare and maintain accurate and complete
 7 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
 8 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
 9 State, and ~~Federal~~federal audits are completed, whichever is later.

10 23.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
 11 internal control, and financial reporting standards in conformity with generally accepted
 12 accounting principles established by the American Institute of Certified Public Accountants and
 13 to the satisfaction of ADMINISTRATOR.

14 23.2 Client Records

15 23.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
 16 of clients served and dates and type of services provided under the terms of this Agreement in a
 17 form acceptable to ADMINISTRATOR.

18 23.2.2 ~~All client records related to services~~CONTRACTOR shall keep all
 19 COUNTY data provided under to CONTRACTOR during the term(s) of this Agreement shall
 20 be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment
 21 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are
 22 completed, whichever is later. These records shall be stored in Orange County, unless
 23 CONTRACTOR requests and COUNTY provides written approval for the right to store the
 24 records in another county. Notwithstanding anything to the contrary, upon termination of this
 25 Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data
 26 to COUNTY in accordance with Subparagraph 39.2.

27 23.2.3 COUNTY may refuse payment for a claim if client records are determined
 28 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be

1 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
2 overpayment within the provisions of this Agreement.

3 23.3 Public Records

4 ~~With To~~ the ~~exception of client records or other records referenced in Paragraph 28,~~
5 ~~entitled Confidentiality~~ extent permissible under the law, all records, including, but not limited to,
6 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
7 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

8 23.4 Inspections and Audits

9 23.4.1 The U.S. Department of Health and Human Services ~~Comptroller,~~
10 Controller General of the United States, Director of CDSS, State Auditor-General,
11 ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of
12 their authorized representatives, shall have access to any books, documents, papers, and records,
13 including medical records, of CONTRACTOR which any of them may determine to be pertinent
14 to this Agreement ~~for the purpose of financial monitoring.~~ Further, all the above mentioned
15 persons have the right at all reasonable times to inspect or otherwise evaluate the work performed
16 or being performed under this Agreement and the premises in which it is being performed.

17 23.4.2 CONTRACTOR shall make its books and ~~financial~~ records available within
18 the borders of Orange County within ten (10) days of receipt of written demand by
19 ADMINISTRATOR.

20 23.4.3 In the event CONTRACTOR does not make available its books and
21 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
22 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
23 obtain CONTRACTOR's books and ~~financial~~ records.

24 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
25 liability to the State or Federal ~~government~~ Government or any agency thereof resulting from any
26 disallowances or other audit exceptions to the extent that such liability is attributable to
27 CONTRACTOR's failure to perform under this Agreement.

28 23.5 Evaluation Studies

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

4 24. PERSONNEL DISCLOSURE

5 24.1 This Paragraph 24 applies to all of CONTRACTOR's personnel providing services
6 through this Agreement.

7 ~~24.1~~24.2 CONTRACTOR shall make available to ADMINISTRATOR a current list
8 of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications.
9 Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a
10 copy of a résumé and/or job application. The list shall include:

11 ~~24.1.1~~24.2.1 Names and dates of birth of all ~~full or part-time personnel by title,~~
12 ~~including volunteer personnel~~Personnel by title, whose direct services are required to provide the
13 programs described herein;

14 ~~24.1.2~~24.2.2 A brief description of the functions of each position and the hours
15 each person works each week, or for part-time ~~personnel~~Personnel, each day or month, as
16 appropriate;

17 ~~24.1.3~~24.2.3 The professional degree, if applicable, and experience required for
18 each position; and

19 ~~24.1.4~~24.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

20 ~~24.2~~24.3 Where authorized by law, ~~CONTRACTOR's employment applications~~and
21 in a manner consistent with California Government Code §12952, CONTRACTOR shall require
22 ~~applicants~~prospective Personnel to provide detailed information regarding the conviction of a
23 crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in~~
24 ~~the employment application~~ discovered subsequent to the hiring or promotion of any
25 ~~applicant~~prospective Personnel shall be cause for termination ~~of that employee~~ from the
26 performance of services under this Agreement.

27 ~~24.3~~24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
28 COUNTY, a clearance on the following public websites of the names and dates of birth for all

1 ~~employees and/or volunteers~~ Personnel who will have direct, interactive contact with clients served
 2 through this Agreement: U.S. Department of Justice National Sex Offender Website
 3 (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

4 ~~24.4~~ 24.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 5 COUNTY, a criminal record background check on all ~~employees (direct service and~~
 6 ~~administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-~~
 7 ~~kind staff, etc.)~~ Personnel who will have direct, interactive contact with clients served through this
 8 Agreement. Background checks conducted through the California Department of Justice shall
 9 include a check of the California Central Child Abuse Index, when applicable. Candidates will
 10 satisfy background checks consistent with this ~~paragraph~~ Paragraph and their performance of
 11 services under this Agreement.

12 24.6 CONTRACTOR shall ensure that clearances and background checks described in
 13 Subparagraphs 24.4 and 24.5 are completed prior to CONTRACTOR's Personnel providing
 14 services under this Agreement.

15 ~~24.5~~ 24.7 In the event a record is revealed through the processes described in
 16 Subparagraphs 24.4 and 24.5, COUNTY will be available to consult with CONTRACTOR on
 17 appropriateness of ~~personnel~~ Personnel providing services through this Agreement.

18 ~~24.6~~ 24.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~ Personnel
 19 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work
 20 records and/or reference checks indicating their ability to perform the required duties and accept
 21 the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain
 22 records of background investigations and reference checks undertaken and coordinated by
 23 CONTRACTOR for ~~each employee and/or volunteer~~ Personnel assigned to provide services under
 24 this Agreement, for a minimum of five (5) years from the date of final payment under this
 25 Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed,
 26 whichever is later, in compliance with all applicable laws.

27 ~~24.7~~ 24.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
 28 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~

1 ~~employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such
 2 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether
 3 such ~~employee and/or volunteer~~ Personnel may continue to provide services under this Agreement
 4 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's
 5 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this
 6 Agreement, pursuant to Paragraph 18 above.

7 ~~24.8~~ 24.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
 8 ~~staff~~ Personnel performing work hereunder, and any proposed changes in CONTRACTOR's
 9 ~~staff~~ Personnel.

10 ~~24.9~~ 24.11 COUNTY shall have the right to require CONTRACTOR to remove any
 11 ~~employee~~ Personnel from the performance of services under this Agreement. At the request of
 12 COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~ Personnel.

13 ~~24.10~~ 24.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel
 14 is terminated for cause from working on this Agreement.

15 ~~24.11~~ 24.13 Disqualification, if any, of CONTRACTOR ~~staff~~ Personnel, pursuant to
 16 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all work in
 17 accordance with the terms and conditions of this Agreement.

18 25. EMPLOYMENT ELIGIBILITY VERIFICATION

19 As applicable, CONTRACTOR warrants that it fully complies with all ~~Federal~~ federal and
 20 State statutes and regulations regarding the employment of aliens and others, and that all its
 21 employees performing work under this Agreement meet the citizenship or alien status requirement
 22 set forth in ~~Federal~~ federal statutes and regulations. CONTRACTOR shall obtain, from all
 23 employees performing work hereunder, all verification and other documentation of employment
 24 eligibility status required by ~~Federal~~ federal or State statutes and regulations including, but not
 25 limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as
 26 they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
 27 documentation for all covered employees for the period prescribed by the law. CONTRACTOR
 28 shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless,

COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any ~~Federal~~federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

~~26.1~~ 26.1 ~~In order to comply~~ CONTRACTOR certifies it is in full compliance with ~~child support enforcement~~all applicable federal and State reporting requirements of regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.

~~26.1~~26.2 In the case of an individual contractor or contractor doing business in a form ~~other than an individual~~, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of the award of this Agreement:

~~26.1.1~~26.2.1 ~~in the case of an individual contractor, his~~His/her name, date of birth, Social Security number, and residence address; or

~~26.1.2~~26.2.2 In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.

~~(a) — a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and~~

~~(b) — a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.~~

~~26.2 — The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and~~

~~Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

26.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

29. CONFIDENTIALITY

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

1 29.2 All records and information concerning any and all persons referred to
2 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
3 by CONTRACTOR and CONTRACTOR's ~~staff~~employees, agents, ~~employees~~subcontractors, and
4 ~~volunteers~~all other individuals performing services under this Agreement. CONTRACTOR shall
5 require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~all other
6 individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an agreement
7 with CONTRACTOR before commencing the provision of any such services, ~~to maintain the~~
8 ~~confidentiality of any and all materials and information with which they may come into contact,~~
9 ~~or the identities or any identifying characteristics or information with respect to any and all~~
10 ~~participants referred to CONTRACTOR by COUNTY, except as may be required to provide~~
11 ~~services under this Agreement or to those specified in this Agreement as having the capacity to~~
12 ~~audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply~~
13 ~~with any audits specified in Paragraph 22, provide reports and any other information required by~~
14 ~~COUNTY in the administration of this Agreement, and as otherwise permitted by law~~agreeing to
15 maintain confidentiality pursuant to State and federal law and the terms of this Agreement.

16 29.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,
17 ~~volunteers and partners~~and all other individuals performing services under this Agreement of this
18 provision and that any person violating the provisions of said ~~State~~California state law may be
19 guilty of a crime.

20 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
21 to the confidentiality requirements of this Agreement.

22 29.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
23 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
24 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
25 hereafter be amended.

26 29.5.1 No access, disclosure, or release of information regarding a child who is the
27 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
28 in doubt, no such information shall be released without the written approval of a Judge of the

1 Juvenile Court.

2 29.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
3 before allowing any child to be interviewed, photographed, or recorded by any publication or
4 organization, or to appear on any radio, television, or internet broadcast or make any other public
5 appearance. Such approval shall be requested through child's Social Worker.

6 30. SECURITY

7 30.1 Security Requirements

8 30.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
9 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
10 confidentiality that currently exists or exists at any time during the term of this Agreement.
11 CONTRACTOR represents and warrants that it has implemented and will maintain during the
12 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
13 private and confidential client information, to protect against anticipated threats to the security or
14 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
15 use of COUNTY data. Such safeguards and controls shall include at a minimum:

16 30.1.1.1 Storage of confidential paper files that ensures records are
17 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

18 30.1.1.2 Control of access to physical and electronic records to ensure
19 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
20 services.

21 30.1.1.3 Control to prevent unauthorized access and to prevent
22 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

23 30.1.1.4 Firewall protection.

24 30.1.1.5 Use of encryption methods of electronic COUNTY data while
25 in transit from CONTRACTOR networks to external networks, when applicable.

26 30.1.1.6 Measures to securely store all COUNTY data, including, but not
27 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
28 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.

1 CONTRACTOR further represents and warrants that it has implemented and will maintain during
2 the term of this Agreement administrative, technical, and physical safeguards and controls
3 consistent with State and federal security requirements.

4 30.2 Security Breach Notification

5 30.2.1 CONTRACTOR shall have policies and procedures in place for the
6 effective management of Security Breaches, as defined below. In the event of any actual,
7 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
8 experiences or learns of that either compromises or could reasonably be expected to comprise
9 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
10 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
11 notification, CONTRACTOR shall, at its own expense, immediately:

12 30.2.1.1 Investigate to determine the nature and extent of the Security
13 Breach.

14 30.2.1.2 Contain the incident by taking necessary action, including, but
15 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
16 security.

17 30.2.1.3 Report to COUNTY the nature of the Security Breach, the
18 COUNTY data used or disclosed, the person who made the unauthorized use or received the
19 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
20 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
21 take to prevent future similar unauthorized use or disclosure.

22 30.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
23 determine what actions are necessary in response to the Security Breach and who will perform
24 these actions. Actions may include, but are not limited to: notifications; investigation and
25 remediation costs, including notification of all whose personal information was disclosed; outside
26 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
27 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
28 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection

1 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
 2 required actions.

3 ~~30.~~31. COPYRIGHT ACCESS

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

7 ~~31.~~32. WAIVER

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

14 ~~32.~~33. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

15 33.1 ~~Information~~COUNTY owns all rights to the name, logos, and ~~solicitations,~~
 16 ~~prepared~~symbols of COUNTY. The use and ~~released by~~/or reproduction of COUNTY's name,
 17 logos, or symbols for any purpose, including commercial advertisement, promotional purposes,
 18 announcements, displays, or press releases, without COUNTY's prior written consent is expressly
 19 prohibited.

20 33.2 ~~CONTRACTOR, concerning the services provided under~~ may develop and publish
 21 information related to this Agreement ~~shall state~~ where all of the following conditions are satisfied:

22 33.2.1 ADMINISTRATOR provides its written approval of the content and
 23 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
 24 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

25 ~~32.1.~~33.2.2 Unless directed otherwise by ADMINISTRATOR, the information
 26 includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~County, State,
 27 and Federal ~~government~~Government funds;

28 ~~32.2~~ ~~CONTRACTOR shall not disclose any details in connection with this Agreement~~

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

5 ~~32.2.1 — CONTRACTOR shall develop all publicity material in a professional~~
6 ~~manner; and~~

7 ~~32.2.2 — During the term of this Agreement, CONTRACTOR shall not, and shall~~
8 ~~not authorize another to, publish or disseminate any commercial advertisements, press releases,~~
9 ~~feature articles, or other materials using the name of COUNTY without the prior written consent~~
10 ~~of COUNTY. COUNTY shall not unreasonably withhold written consent.~~

11 ~~##~~

12 ~~33. — COUNTY RESPONSIBILITIES~~

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

15 ~~34. — REFERRALS~~

16 ~~34.1 — CONTRACTOR shall provide services to individuals referred by~~
17 ~~ADMINISTRATOR. It is mutually understood that no minimum number of referrals is~~
18 ~~guaranteed, expressed or implied, under this Agreement.~~

19 ~~33.2.3 The information does not give the appearance that the COUNTY, its~~
20 ~~officers, employees, or agencies endorse:~~

21 ~~33.2.3.1 Any commercial product or service; and~~

22 ~~33.2.3.2 Any product or service provided by CONTRACTOR, unless~~
23 ~~approved in writing by ADMINISTRATOR; and~~

24 ~~33.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,~~
25 ~~or other publicly available social media sites) to publish information related to this Agreement,~~
26 ~~CONTRACTOR shall develop social media policies and procedures and have them available to~~
27 ~~the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy~~
28 ~~and Procedures as they pertain to any social media developed in support of the services described~~

1 within this Agreement. The policy is available on the Internet at
2 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

3 ~~35.~~34. REPORTS

4 ~~35.1~~34.1 CONTRACTOR shall provide information deemed necessary by
5 ADMINISTRATOR to complete any State-required reports related to the services provided under
6 this Agreement.

7 ~~35.2~~34.2 CONTRACTOR shall maintain records and submit reports containing such
8 data and information regarding the performance of CONTRACTOR's services, costs, or other data
9 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
10 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
11 written notice to CONTRACTOR.

12 ~~36.~~35. ENERGY EFFICIENCY STANDARDS

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

15 ~~37.~~36. ENVIRONMENTAL PROTECTION STANDARDS

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

21 ~~37.1~~36.1 No facility to be utilized in the performance of the proposed grant has been
22 listed on the EPA List of Violating Facilities;

23 ~~37.2~~36.2 It will notify COUNTY prior to award of the receipt of any communication
24 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized
25 for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

26 ~~37.3~~36.3 It will notify COUNTY and EPA about any known violation of the above
27 laws and regulations.
28

1 38.37. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
2 CERTAIN FEDERAL TRANSACTIONS

3 ~~38.1~~37.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
4 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions
5 set down by the ~~OMB~~Office of Management and Budget (OMB) and published in the Federal
6 Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
7 regulations, it is mutually understood that any contract which utilizes ~~Federal~~federal monies in
8 excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form
9 provided by ADMINISTRATOR that cites the following:

10 ~~38.1.1~~37.1.1 The definitions and prohibitions contained in the clause at Federal
11 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
12 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~
13 ~~(B)~~Subparagraph B of this certification.

14 ~~38.1.2~~37.1.2 The offeror, by signing its offer, hereby certifies to the best of his or
15 her knowledge and belief as of December 23, 1989, that

16 ~~38.1.2.1~~37.1.2.1 No ~~Federal~~federal appropriated funds have been paid
17 or will be paid to any person for influencing or attempting to influence an officer or employee of
18 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
19 Member of Congress on his or her behalf in connection with the awarding of any ~~Federal~~federal
20 contract, the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan, the
21 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,
22 or modification of any ~~Federal~~federal contract, grant, loan or cooperative agreement;

23 ~~38.1.2.2~~37.1.2.2 If any funds other than ~~Federal~~federal appropriated
24 funds (including profit or fee received under a covered ~~Federal~~federal transaction) have been paid,
25 or will be paid, to any person for influencing or attempting to influence an officer or employee of
26 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
27 Member of Congress on his or her behalf in connection with this solicitation, the offeror shall
28 complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities,

1 to the Contracting Officer; and

2 ~~38.1.2.3~~37.1.2.3 He or she will include the language of this
3 certification in all subcontract awards at any tier and require that all recipients of subcontract
4 awards in excess of \$100,000 shall certify and disclose accordingly.

5 ~~38.1.3~~37.1.3 Submission of this certification and disclosure is a prerequisite for
6 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who
7 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure
8 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than
9 \$10,000, and not more than \$100,000, for each such failure.

10 ~~39.~~38. POLITICAL ACTIVITY

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

14 ~~40.~~39. TERMINATION PROVISIONS

15 ~~40.1~~39.1 ADMINISTRATOR may terminate this Agreement without penalty,
16 immediately with cause or after thirty (30) days written notice without cause, unless otherwise
17 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be
18 defined as limited, to any breach of contract, any partial misrepresentation ~~or whether negligent or~~
19 willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within
20 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY
21 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of
22 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise
23 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all
24 further obligations under this Agreement.

25 ~~40.2~~39.2 ~~Upon termination, or notice thereof,~~For ninety (90) calendar days prior to
26 the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition
27 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of
28 service responsibilities, ~~active case records, and pertinent documents~~case records, and pertinent

1 documents. The Transition Period may be modified as agreed upon in writing by the parties.
 2 During the Transition Period, service and data access shall continue to be made available to
 3 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
 4 transitioning all data in the format determined by COUNTY.

5 39.3 In the event of termination of this Agreement, cessation of business by
 6 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
 7 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
 8 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
 9 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
 10 Agreement.

11 ~~40.3~~39.4 The obligations of COUNTY under this Agreement are contingent upon the
 12 availability of ~~Federal~~federal and/or State funds, as applicable, for the reimbursement of
 13 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
 14 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
 15 remains in effect or operation. In the event that such funding is terminated or reduced,
 16 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
 17 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR
 18 ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with
 19 written notification of such determination. CONTRACTOR shall immediately comply with
 20 ADMINISTRATOR's decision.

21 ~~40.4~~39.5 If any term, covenant, condition, or provision of this Agreement or the
 22 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this
 23 Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or
 24 invalidated thereby.

25 ~~41.~~40. GOVERNING LAW AND VENUE

26 This Agreement has been negotiated and executed in the State of California and shall be
 27 governed by and construed under the laws of the State of California, without reference to conflict
 28 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole

1 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
2 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
3 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
4 to waive any and all rights to request that an action be transferred for trial to another county.

5 ~~42.41.~~ 41.1. SIGNATURE IN COUNTERPARTS

6 ~~42.14~~41.1 The parties agree that separate copies of this Agreement may be signed by
7 each of the parties, and this Agreement will have the same force and effect as if the original had
8 been signed by all the parties.

9 ~~42.24~~41.2 CONTRACTOR represents and warrants that the person executing this
10 Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority
11 to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and
12 that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

By: _____ By: _____
NAME DIRECTOR
TITLE COUNTY OF ORANGE
ORGANIZATION SOCIAL SERVICES AGENCY

Dated: _____ Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<NAME OF CONTRACTOR>
FOR THE PROVISION OF

~~SCRAM~~ SECURE CONTINUOUS REMOTE MONITOR CONTINUOUS ALCOHOL
MONITORING SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide ~~SCRAM~~ Secure Continuous Remote Alcohol Monitor Continuous Alcohol Monitoring (SCRAM CAM) Services by means of SCRAM CAM Bracelet to all individuals referred by the Children and Family Services (CFS) Division of ADMINISTRATOR, hereinafter referred to as "CLIENT/CLIENTS." CLIENTS to be served include parents and legal guardians of children identified by ADMINISTRATOR to be at risk of abuse and/or neglect, and dependent minors/Non-Minor Dependents (NMDs) with a history of substance abuse whose case plan includes required continuous alcohol monitoring.

1.1.1 CLIENTS requiring this service may have unresolved substance abuse, mental health, or anger management issues and/or may have been exposed to domestic violence. CLIENTS may reside outside of Orange County such as: Los Angeles, Riverside, San Diego, and San Bernardino counties. CLIENTS may also have limited resources and be dependent upon public transportation.

~~43.2.~~ COUNTY RESPONSIBILITIES

~~43.12.1~~ ADMINISTRATOR will provide consultation and technical assistance and will monitor the performance of CONTRACTOR in meeting the terms of this Agreement.

~~43.22.2~~ ADMINISTRATOR ~~Administrator~~ will evaluate CONTRACTOR's

1 performance of the terms of this Agreement annually.

2 44.3. DEFINITIONS

3 44.13.1 Activity Report – a report generated by AMS Alcohol Monitoring System
4 and posted in SCRAMNet™ regarding the detection and confirmation of alcohol use and/or
5 evidence of device tampering.

6 44.23.2 Alcohol Monitoring Systems, Inc. (AMS) – the developer and owner of
7 SCRAM Systems®, manufacturer of the SCRAM CAM Bracelet and host of SCRAMNet™.

8 44.33.3 Base Station – a device that receives data stored in the SCRAM CAM
9 Bracelet. Clients typically transmit data stored in the SCRAM CAM Bracelet to the base station
10 by either a telephone landline or Ethernet connection.

11 44.43.4 Children and Family Services (CFS) Resource Support Development and
12 Management (RDM) – a unit of staff within the Children and Family Services CFS Division of
13 ADMINISTRATOR who coordinate referrals and authorize/terminate contracted services at the
14 request of clients' Senior Social Workers Worker (SSW).

15 3.5 Daily Action Plan – a notification sent from AMS to the CONTRACTOR to
16 communicate an issue of importance such as, but not limited to, confirmation of alcohol ingestion
17 by the client, evidence of bracelet tampering, or bracelet/base station malfunction.

18 44.53.6 MultiConnect – a product of AMS that provides cellular service through a
19 device and functions as a personal hotspot which permits the client to connect the SCRAM CAM
20 Bracelet to the base station without traditional connectivity paths (i.e. telephone land line or
21 Ethernet).

22 44.63.7 Non-Sober Day – any date upon which the SCRAM CAM Bracelet detects
23 and AMS confirms a measureable amount of ingested alcohol, distinguishable from environmental
24 alcohol such as spilled gasoline, aerosol spray, etc.

25 44.73.8 SCRAM – Secure Continuous Remote Alcohol Monitor. SCRAM is a
26 registered trademark.

27 44.83.9 SCRAM CAM – Secure Continuous Remote Alcohol Monitor Continuous
28

1 Alcohol Monitoring: a transdermal continuous alcohol testing program developed and owned by
2 AMS.

3 ~~44.93.10~~ 44.13.10 SCRAM CAM Bracelet – a device installed on an ankle of a client
4 participating in the SCRAM CAM program. The bracelet operates 24/7 with transdermal readings
5 occurring approximately every thirty (30) minutes.

6 ~~44.103.11~~ 44.13.11 SCRAMNet™ - a secured web-based application hosted by AMS in which
7 SCRAM CAM data is stored and accessed by authorized users of monitoring agencies.

8 ~~44.113.12~~ 44.13.12 Secured Communications Management System (SCMS) – a secured
9 website hosted by ADMINISTRATOR used to send and receive documents containing
10 confidential client information.

11 ~~44.123.13~~ 44.13.13 Senior Social Worker (SSW) – a social worker assigned to a client.

12 ~~45.4.~~ SERVICES

13 ~~45.14.1~~ 45.14.1 Services to be Provided

14 ~~45.1.14.1.1~~ 45.1.14.1.1 CONTRACTOR's services ~~must~~shall be client-centered, client-
15 friendly, and provided at locations accessible by public transportation.

16 ~~45.1.24.1.2~~ 45.1.24.1.2 CONTRACTOR shall provide services to CLIENTS referred by
17 ADMINISTRATOR ~~will individually refer CLIENTS to CONTRACTOR via facsimile on an~~
18 ~~ADMINISTRATOR form~~SCMS.

19 ~~45.1.34.1.3~~ 45.1.34.1.3 ~~ADMINISTRATOR authorizes~~CONTRACTOR shall provide
20 services to ~~begin without a specified~~CLIENTS within ADMINISTRATOR's authorized start and
21 ~~end date. Services~~dates. Service authorization length will vary on a case-by-case basis.

22 ~~45.1.44.1.4~~ 45.1.44.1.4 ~~ADMINISTRATOR will provide CONTRACTOR a minimum of~~
23 ~~one (1) business day written notice to~~CONTRACTOR shall terminate a CLIENT from further
24 services (i.e., turn off the CLIENT's base station for further data collection and submission for
25 analysis) within one (1) business day from receipt of written notice by ADMINISTRATOR.

26 ~~45.1.54.1.5~~ 45.1.54.1.5 CONTRACTOR ~~must~~shall contact each referred CLIENT, by
27 telephone or other identified means of communication, within ~~three (3)~~two (2) business days of
28

1 ~~receiving the~~ referral receipt to schedule an intake initial appointment. ~~In the event the CLIENT~~
 2 ~~cannot be reached via the telephone number shown on the referral form,~~ CONTRACTOR must
 3 ~~send a letter to the CLIENT's address inviting the CLIENT to call CONTRACTOR~~ shall make a
 4 minimum of three (3) contact attempts to schedule an intake initial appointment via CLIENT's
 5 preferred method of communication (e.g., text, phone call, email, etc.) and send a letter within
 6 five (5) business days when the initial contact is unsuccessful. Contact shall be made on three (3)
 7 varying days and times to contact the referred CLIENT, if the initial attempt is unsuccessful. In
 8 addition, CONTRACTOR shall advise the referring SSW by telephone and ~~letter~~ by email, and
 9 copy RDM, within ~~fourteen (14) calendar~~ five (5) business days of receiving the referral, if attempts
 10 to reach the CLIENT are not successful. CONTRACTOR must maintain written documentation
 11 of all attempted and successful contacts to CLIENTS and ~~SSWs~~ SSW.

12 ~~45.1.6 To ensure CLIENT compliance, CONTRACTOR is encouraged to~~
 13 ~~contact CLIENTS to provide reminders of appointments.~~

14 4.1.6 CONTRACTOR shall provide at least one (1) reminder of scheduled
 15 appointment via CLIENT's preferred method of communication to ensure CLIENT compliance
 16 and document result of communication in CLIENT file.

17 ~~45.1.7~~ 4.1.7 CONTRACTOR shall confirm receipt of referrals by a method
 18 mutually agreed upon by ADMINISTRATOR and CONTRACTOR.

19 ~~45.1.8~~ 4.1.8 CONTRACTOR ~~will~~ shall collaborate with ADMINISTRATOR
 20 and AMS to establish ~~an~~ unique account number that will be used exclusively for all
 21 ~~ADMINISTRATOR~~-CLIENTS served by the CONTRACTOR. A separate account number will
 22 be required for each CONTRACTOR serving ~~ADMINISTRATOR~~-CLIENTS.

23 ~~45.1.9~~ 4.1.9 CONTRACTOR ~~will~~ shall enroll each CLIENT using the exact
 24 spelling of CLIENT name as shown on ~~ADMINISTRATOR's~~ the SSA referral form and will use
 25 this spelling exclusively when reporting monitoring results, per specifications described in
 26 Subparagraph 4.4.

27 ~~45.1.10~~ 4.1.10 CONTRACTOR ~~must~~ shall administer SCRAM CAM services to
 28

1 CLIENTS in strict accordance with procedures established by AMS ~~and may utilize only.~~ Only
2 staff who have been fully trained on ~~such~~AMS procedures ~~prior to serving a CLIENT~~shall serve
3 CLIENTS referred by ADMINISTRATOR.

4 ~~45.1.11~~4.1.11 CONTRACTOR ~~will~~shall secure ~~the~~SCRAM CAM Bracelet to the
5 CLIENT's ankle during the ~~intake~~initial appointment, and SCRAM CAM Bracelet should remain
6 in place until it is removed by the CONTRACTOR.

7 ~~45.1.12~~4.1.12 CONTRACTOR shall provide each CLIENT a base station.

8 ~~45.1.12.14~~4.1.12.1 In the event a CLIENT cannot utilize a standard base
9 station because CLIENT lacks connectivity to transmit data stored in the SCRAM CAM Bracelet
10 to the base station, CONTRACTOR shall require the CLIENT to report in person to the
11 CONTRACTOR's ~~office~~facility a minimum of every three (3) days, ~~including~~ (weekends
12 included) for the purpose of transmitting data stored in the SCRAM CAM Bracelet to a ~~ease~~base
13 station located at CONTRACTOR's facility.

14 ~~45.1.12.24~~4.1.12.2 CONTRACTOR may, at ~~the sole discretion and at~~no
15 cost to COUNTY, provide a CLIENT with a MultiConnect device.

16 ~~45.1.13~~4.1.13 CONTRACTOR ~~must~~shall provide each CLIENT, upon installation
17 of the SCRAM CAM Bracelet, instructional guidelines describing the CLIENT's responsibility to
18 properly care for the bracelet and base station. CONTRACTOR shall have instructions available
19 in English and Spanish.

20 ~~45.1.14~~4.1.14 CONTRACTOR shall maintain a record which includes the
21 CLIENT's signature to document CLIENT's receipt of SCRAM CAM Bracelet instructional
22 guidelines.

23 ~~45.1.15~~4.1.15 CONTRACTOR ~~may~~shall require each CLIENT to sign a SCRAM
24 CAM Participant Agreement, attached hereto as Attachment "A" and incorporated herein by
25 reference, which outlines the service terms by which CLIENTS must abide and describes financial
26 responsibility of the CLIENT in the event either the SCRAM CAM Bracelet ~~and/or~~, base station,
27 and/or MultiConnect, ~~when applicable~~) devices are not returned by the CLIENT to the
28

1 CONTRACTOR in reusable condition.

2 ~~45.1.16~~4.1.16 CONTRACTOR ~~must~~shall maintain safeguards set by
3 ADMINISTRATOR to ensure the confidentiality of CLIENTS and monitoring results.

4 ~~45.1.17~~4.1.17 CONTRACTOR ~~may only~~shall utilize AMS for the detection and
5 confirmation of alcohol ingestion and device tampering ~~off~~for services rendered ~~through~~under this
6 Agreement.

7 ~~45.1.18~~4.1.18 CONTRACTOR ~~may~~shall require CLIENTS to periodically report
8 to its ~~office~~ facility for SCRAM CAM Bracelet or base station service maintenance (e.g., battery
9 replacement, etc.) at intervals established by AMS or when equipment self-reports service
10 maintenance is required.

11 ~~45.1.19~~4.1.19 ~~To ensure ADMINISTRATOR has access to CLIENT data posted~~
12 ~~in SCRAMNet™~~, CONTRACTOR shall collaborate with AMS to ensure a minimum of three (3)
13 ADMINISTRATOR employees are provided user I.D.s permitting twenty-four (24) hours a day
14 and seven (7) days a week access to ~~ADMINISTRATOR's client~~CLIENT records to ensure
15 ADMINISTRATOR has access to CLIENT data posted in SCRAMNet™. The names of
16 ADMINISTRATOR employees requiring access may periodically change. Any data retrieved
17 from SCRAMNet™ by ADMINISTRATOR's employees may be internally routed to other
18 ADMINISTRATOR personnel on an as-~~need~~needed basis.

19 ~~45.1.20~~4.1.20 ~~ADMINISTRATOR shall advise CONTRACTOR, in writing, when~~
20 ~~ADMINISTRATOR personnel identify an error in SCRAMNet™ pertaining to a referred~~
21 ~~CLIENT.~~ CONTRACTOR shall contact the AMS laboratory within one (1) business day of
22 receiving written notice from ~~COUNTY to request correction~~ADMINISTRATOR that an error in
23 SCRAMNet™ pertaining to a referred CLIENT must be corrected. Examples of such errors which
24 may include, but are not limited to:

25 ~~45.1.20.14~~4.1.20.1 Misspelling of ~~client's~~ a CLIENT's name;

26 ~~45.1.20.24~~4.1.20.2 Inaccurate monitoring date(s); and

27 ~~45.1.20.34~~4.1.20.3 Monitoring results posted to an incorrect account

1 number.

2 ~~45.1.21~~4.1.21 CONTRACTOR ~~will be required to~~shall appear and testify at
3 Juvenile Court ~~hearing~~hearings, when subpoenaed.

4 ~~45.2.2~~4.2 Goals, Strategies, and Outcomes:

5 4.2.1 CONTRACTOR shall ~~provide~~attempt to contact one hundred percent
6 (100%) of referred CLIENTS ~~an opportunity~~within two (2) business days of referral receipt.

7 ~~45.2.1~~4.2.2 CONTRACTOR shall make a minimum of three (3) follow-up
8 contact attempts to ~~comply with required participation in a continuous alcohol monitoring program~~
9 ~~by way of~~schedule an initial appointment via CLIENT's preferred method of communication (e.g.,
10 text, phone call, email, etc.) within five (5) business days when the ~~SCRAM-CAM Bracelet by~~
11 ~~offering client friendly~~initial contact is unsuccessful. Contact shall be made on three (3) varying
12 days and ~~professionally delivered services at locations and hours convenient to~~times for one
13 hundred percent (100%) of these CLIENTS.

14 ~~45.2.2~~4.2.3 CONTRACTOR shall ~~install a SCRAM-CAM Bracelet to each~~
15 ~~referred CLIENT~~schedule the initial appointment and bracelet installation within seven (7)
16 business days ~~of referral receipt~~ for ninety percent (90%) of all ~~referred~~ CLIENTS once CLIENT
17 contact is made.

18 ~~45.3.4~~4.3 Hours of Operation:

19 4.3.1 CONTRACTOR shall provide services during hours that are responsive to
20 the needs of the target population(s), as determined by ADMINISTRATOR. At a minimum,
21 CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m.,
22 except COUNTY holidays as established by the Orange County Board of Supervisors. However,
23 CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

24 ~~45.3.1~~4.3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's
25 holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President
26 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus
27 Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

1 CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure
 2 outside of COUNTY's holiday schedule and the hours listed in Subparagraph 4.3.1 of this Exhibit
 3 A, and shall post conspicuous notices of modified hours at the facility. Any unauthorized closure
 4 shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall not be
 5 reimbursed.

6 4.3.3 Walk-in service available 8:00 a.m. – 5:00 p.m. Monday through Friday.
 7 Services on weekends, holidays or after-hours may be available by appointment only.

8 45.4.4 Reporting Requirements:

9 45.4.14.4.1 CONTRACTOR shall route to CFS ~~Resource Support~~RDM a copy
 10 of each Activity Report ~~posted~~ to SCRAMNet™ regarding ~~an ADMINISTRATOR~~a CLIENT. ~~To~~
 11 ~~protect the~~CONTRACTOR shall also route to CFS RDM and the SSW the Violation and Tamper
 12 Report within twenty-four (24) hours of receiving the Violation/Tampering activities. To ensure
 13 CLIENT confidentiality, reports shall be sent to CFS ~~Resource Support~~RDM and SSW exclusively
 14 through ~~ADMINISTRATOR's SSA's~~ SCMS. ~~ADMINISTRATOR will be responsible for~~
 15 ~~internally routing the Activity Report to the CLIENT's assigned SSW.~~

16 45.4.24.4.2 ~~By the 20th calendar day of each month,~~ CONTRACTOR ~~will~~shall
 17 provide to ADMINISTRATOR, ~~along with the monthly invoice,~~ the following printed reports for
 18 ~~service~~services provided the prior month, along with the monthly invoice, by the 20th calendar day
 19 of each month:

20 45.4.2.14.4.2.1 A separate Monthly Client Compliance Report for
 21 every CLIENT served during the prior month summarizing data included in Activity Reports
 22 referenced above in Subparagraph 4.4.1. The report ~~will~~shall be generated and printed from
 23 SCRAMNet™ and ~~will~~include, at a minimum, activity, number of times and dates of alcohol
 24 usage, and/or device tampering episodes (e.g., ~~12~~two total alcohol ~~confirmation~~confirmations on
 25 9/23/2019 and 39/24/2019; and three tampering episodes on 9/13/2019, 9/16/2019, and
 26 9/19/2019).

27 45.4.2.24.4.2.2 A Monthly Statistical Report for all CLIENTS
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1 served during the prior month. Each Monthly Statistical Report ~~will~~shall include, but not be
 2 limited to, the following data for each CLIENT:

3 ~~45.4.2.2.1~~4.4.2.2.1 First and last name;

4 ~~45.4.2.2.2~~4.4.2.2.2 Unique ~~ADMINISTRATOR~~SSA
 5 CLIENT ~~Identification~~identification number;

6 ~~45.4.2.2.3~~4.4.2.2.3 Beginning and ending ~~testing~~test date
 7 for ~~the~~that month;

8 ~~45.4.2.2.4~~4.4.2.2.4 Total number of testing days for
 9 ~~the~~that month;

10 ~~45.4.2.2.5~~4.4.2.2.5 Total number of non-sober days;

11 ~~45.4.2.2.6~~4.4.2.2.6 Total number of ~~tampered~~tampering
 12 episodes;

13 ~~45.4.2.2.7~~4.4.2.2.7 The collective numbers of sober and
 14 non-sober days by all ~~clients~~CLIENTS and a ratio of percentages of both numbers;

15 ~~45.4.2.2.8~~4.4.2.2.8 Number of ~~new clients~~CLIENTS
 16 served that month;

17 ~~45.4.2.2.9~~4.4.2.2.9 Number of unduplicated ~~clients~~
 18 serviceCLIENTS served year-to-date;

19 ~~45.4.2.2.10~~4.4.2.2.10 Number of new ~~clients~~CLIENTS,
 20 year-to-date, ~~to~~ who ~~had a bracelet installed~~completed an initial appointment within seven (7)
 21 business days ~~of referral; and~~from the date CLIENT contact was made;

22 4.4.2.2.11 Percentage of new ~~clients~~CLIENTS, year-to-date,
 23 who ~~had bracelet installed~~completed an initial appointment within seven (7) business days from
 24 the date CLIENT contact was made;

25 4.4.2.2.12 Number of new CLIENTS, year-to-date, who
 26 completed an initial appointment after seven (7) business days from the date CLIENT contact was
 27 made;

1 ~~45.4.2.2.11~~4.4.2.2.13 Percentage of referral-new CLIENTS,
 2 year-to-date, who completed an initial appointment after seven (7) business days from the date
 3 CLIENT contact was made;

4 ~~45.4.2.3~~4.4.2.3 Data included in the individual Monthly Client
 5 Compliance Reports and the Monthly Statistical Report must correspond with each other and with
 6 the monthly invoice.

7 ~~45.4.2.4~~4.4.2.4 CONTRACTOR shall provide, within three (3)
 8 business days upon receipt of a verbal or written request from a SSW and/or ADMINISTRATOR,
 9 a Summary Client Compliance Report covering a specified date range (e.g., 30, 60 or 90 calendar
 10 days, etc.). The method with which a Summary Client Compliance Report will be provided may
 11 vary by requestor and will typically be limited to facsimile, U.S. Mail, or delivered through SCMS.

12 ~~45.4.2.5~~4.4.2.5 CONTRACTOR will~~shall~~ submit a preview copy of
 13 each monthly invoice and Monthly Statistical Report through SCMS in ~~a~~Microsoft Excel format
 14 capable of being sorted ~~by ADMINISTRATOR. The preferred method is an Excel spreadsheet.~~
 15 Once the invoice and Monthly Statistical Report have been pre-approved by ADMINISTRATOR,
 16 CONTRACTOR ~~will~~shall forward originally signed invoice, and the reports referenced above in
 17 Subparagraphs 4.4.2.1 and 4.4.2.2 , by U.S. Mail or hand-delivery.

18 ~~45.4.2.6~~4.4.2.6 CONTRACTOR will~~shall~~ assist SSWs and/or
 19 ~~Contract~~ ADMINISTRATOR with interpreting information included in any report referenced in
 20 ~~this~~ Subparagraph 4.4.

21 ~~45.4.2.7~~4.4.2.7 CONTRACTOR must~~shall~~ notify ~~the~~ SSW by
 22 telephone or ~~written letter,~~ SCMS within one (1) business day if any irregularity is observed during
 23 the removal of a CLIENT's SCRAM CAM Bracelet, and follow-up with a letter sent to SSW.
 24 Irregularities ~~includes~~include, but are not limited to, the following:

25 ~~45.4.2.7.1~~4.4.2.7.1 Extraordinary scratches indicating an
 26 attempt to remove the device; or

1 ~~45.4.2.7.2~~4.4.2.7.2 Duct tape residue or other materials
 2 indicating an attempt to conceal damage to the device.

3 ~~45.5.4.5~~ Special Incident Report:

4 ~~45.5.1~~4.5.1 CONTRACTOR must make contact with assigned SSW
 5 immediately ~~(voice mail is acceptable)~~ in the event of any incident of unusual, aggressive or high-
 6 risk behavior by a CLIENT, or if there are any injuries suffered by any party (CLIENT,
 7 CONTRACTOR's staff, or others) in the delivery of services. If SSW is not available and a voice
 8 mail is made, CONTRACTOR shall follow up by contacting the Officer of the Day via phone call,
 9 in addition to ADMINISTRATOR. RDM shall be notified if attempts to contact the SSW and
 10 ADMINISTRATOR have been unsuccessful.

11 ~~45.5.2~~4.5.2 CONTRACTOR will document the incident by completing the
 12 Special Incident Report form provided by ADMINISTRATOR. CONTRACTOR must submit the
 13 Special Incident Report to the assigned SSW and ~~the Contract~~ ADMINISTRATOR within one (1)
 14 business day of the incident via SCMS.

15 ~~45.6.4.6~~ Utilization Reviews:

16 4.6.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least
 17 semi-annually ~~at CONTRACTOR's facility identified in Subparagraph 4.8 of this Exhibit "A"~~ to
 18 review and evaluate a random selection of ~~ADMINISTRATOR's~~ CLIENT case records. The
 19 review ~~shall~~may include, but is not limited to, an evaluation of the ~~completeness~~necessity and
 20 appropriateness of services provided, ~~documentation, timeliness of SCRAM-CAM Bracelet~~
 21 ~~installations and recordkeeping of service delivery. Records~~length of services. CLIENT cases to
 22 be reviewed shall be randomly selected by ADMINISTRATOR. ~~CONTRACTOR shall have all~~
 23 ~~records pertaining to CLIENTS at CONTRACTORS facility at the scheduled time of each and~~
 24 may include both open and closed cases.

25 ~~45.6.1~~4.6.2 ADMINISTRATOR may conduct a Utilization Review (UR) at
 26 CONTRACTOR'S facility referenced in Paragraph 4.8.1 of this Exhibit A, with date and time
 27 determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or
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written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

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

~~45.74.7~~ Training:

~~45.7.1~~4.7.1 ADMINISTRATOR may require CONTRACTOR to complete ~~ADMINISTRATOR~~COUNTY presented or sponsored training. Training topics may be provided in person or electronically.

~~45.84.8~~ Facilities:

~~45.8.1~~4.8.1 CONTRACTOR shall provide services, under this Agreement at CONTRACTOR’s places of business located at:

<STREET>

<CITY>, CA <ZIP>

<Days of Week>

<Hours>

<by appointment only and/or walk-in service>

<STREET>

<CITY>, CA <ZIP>

<Days of Week>

<Hours>

<by appointment only and/or walk-in service>

4.8.2 CONTRACTOR shall provide services at CONTRACTOR’s places of business located outside of Orange County, California, when available.

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~~45.8.2~~4.8.3 CONTRACTOR shall provide advanced written notice, at least forty-five (45) calendar days, to ADMINISTRATOR of intended facility location change. ADMINISTRATOR shall visit intended new location and approve for services prior to CONTRACTOR moving to new location.