

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND  
5 ORANGEWOOD FOUNDATION

6 FOR THE PROVISION OF RESOURCE AND SUPPORT SERVICES FOR  
7 COMMERCIALY SEXUALLY EXPLOITED CHILDREN  
8

9 This AGREEMENT, entered into this 1st day of ~~September 2018~~July 2020, which date is  
10 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,  
11 hereinafter referred to as “COUNTY,” and ORANGEWOOD FOUNDATION, a California non-  
12 profit corporation, hereinafter referred to as “CONTRACTOR.” This Agreement shall be  
13 administered by the County of Orange Social Services Agency Director or designee, hereinafter  
14 referred to as “ADMINISTRATOR.”  
15

16 WITNESSETH:  
17

18 WHEREAS, COUNTY issued a Request for Proposal for the provision of Resource and  
19 Support Services for Commercially Sexually Exploited Children (CSEC) in 2017; and

20 WHEREAS, CONTRACTOR was selected by the Orange County Board of Supervisors  
21 for the provision of Resource and Support Services for CSEC for the period of September 1, 2018  
22 through June 30, 2020; and

23 WHEREAS, COUNTY desires to renew the contract with CONTRACTOR for an  
24 additional one (1) year ~~Agreement~~term for the provision of Resource and Support Services for  
25 CSEC for the period of July 1, 2020 through June 30, 2021; and

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

28 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

TABLE OF CONTENTS

1		
2	1.	TERM ..... 4
3	2.	ALTERATION OF TERMS ..... 4
4	3.	STATUS OF CONTRACTOR ..... 4
5	4.	DESCRIPTION OF SERVICES ..... 5
6	5.	LICENSES AND STANDARDS ..... 5
7	6.	DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP ..... 6
8	7.	SUBCONTRACTS ..... 6
9	8.	FORM OF BUSINESS ORGANIZATION/NAME CHANGE ..... 7
10	9.	NON-DISCRIMINATION ..... 8
11	10.	NOTICES ..... 11
12	11.	NOTICE OF DELAYS ..... 11
13	12.	INDEMNIFICATION ..... 11
14	13.	INSURANCE ..... 12
15	14.	NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS ..... 16
16	15.	CONFLICT OF INTEREST ..... 17
17	16.	ANTI-PROSELYTISM PROVISION ..... 18
18	17.	SUPPLANTING GOVERNMENT FUNDS ..... 18
19	18.	EQUIPMENT ..... 18
20	19.	BREACH SANCTIONS ..... 20
21	20.	PAYMENTS ..... 20
22	21.	OVERPAYMENTS ..... 22
23	22.	OUTSTANDING DEBT ..... 22
24	23.	REVENUE ..... 22
25	24.	FINAL REPORT ..... 22
26	25.	INDEPENDENT AUDIT ..... 23
27	26.	RECORDS, INSPECTIONS, AND AUDITS ..... 23
28	27.	PERSONNEL DISCLOSURE ..... 25
	28.	EMPLOYMENT ELIGIBILITY VERIFICATION ..... 27
	29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING ..... 28
	30.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW ..... 28
	31.	CONFIDENTIALITY ..... 29
	32.	SECURITY ..... 30
	33.	COPYRIGHT ACCESS ..... 32
	34.	WAIVER ..... 32
	35.	SERVICES DURING EMERGENCY AND/OR DISASTER ..... 32
	36.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA ..... 33
	37.	REPORTS ..... 34
	38.	ENERGY EFFICIENCY STANDARDS ..... 34
	39.	ENVIRONMENTAL PROTECTION STANDARDS ..... 34
	40.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS ..... 35
	41.	POLITICAL ACTIVITY ..... 36
	42.	TERMINATION PROVISIONS ..... 36
	43.	GOVERNING LAW AND VENUE ..... 37
	44.	SIGNATURE IN COUNTERPARTS ..... 38

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

1. POPULATION TO BE SERVED ..... 1

2. DEFINITIONS..... 2

3. HOURS OF OPERATION ..... 3

4. RESOURCE AND SUPPORT SERVICES ..... 4

5. FACILITIES ..... 9

6. QUALITY ASSURANCE/QUALITY CONTROL ..... 10

7. STAFF TRAINING ..... 10

8. ADDITIONAL CONTRACTOR RESPONSIBILITIES ..... 11

9. MEETINGS ..... 11

10. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS ..... 11

11. PROGRAM REPORTS ..... 11

12. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES ..... 12

13. UTILIZATION REVIEW..... 12

14. BUDGET ..... 13

15. RECRUITMENT PRACTICES ..... 18

16. STAFF ..... 18

1. TERM

The term of this Agreement shall commence on ~~September 1, 2018~~ July 1, 2020, and terminate on June 30, 2021, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

1           4.     DESCRIPTION OF SERVICES

2           4.1     CONTRACTOR agrees to provide those services, facilities, equipment, and  
3 supplies, as described in the Exhibit A to the Agreement between County of Orange and  
4 Orangewood Foundation, for the Provision of Resource and Support Services for CSEC, attached  
5 hereto and incorporated herein by reference. CONTRACTOR shall operate continuously  
6 throughout the term of this Agreement with the number and type of staff described and as required  
7 for provision of services hereunder.

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

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

13          5.     LICENSES AND STANDARDS

14          5.1     CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of  
15 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
16 necessary licenses and permits required by the laws of the United States, State of California  
17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
18 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
19 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
20 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
21 such laws and licensure requirements, including, without limitation, compliance with laws  
22 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
23 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
24 becoming expired, inactive, etc.).

25          5.2     In the performance of this Agreement, CONTRACTOR shall comply with all  
26 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
27 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title

1 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of  
2 California, County of Orange, and County of Orange Social Services Agency, and all  
3 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist  
4 or be hereafter amended.

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

## 8 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

### 9 6.1 Delegation and Assignment

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

17 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
18 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
19 for the provision of services under the Agreement.

### 20 6.2 Change of Ownership

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

## 26 7. SUBCONTRACTS

27 7.1 CONTRACTOR shall not subcontract for services under this Agreement without  
28 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a

1 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
2 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
3 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
4 ADMINISTRATOR may require.

5 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

6 8.1 Form of Business Organization

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

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

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

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

18 8.2 Change in Form of Business Organization

19 If, during the term of this Agreement, the form of CONTRACTOR's business  
20 organization changes, or the ownership of CONTRACTOR changes, or when changes occur  
21 between CONTRACTOR and other businesses that could impact services provided through this  
22 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such  
23 changes. A change in the form of business organization may, at COUNTY's sole discretion, be  
24 treated as an 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 federal  
11 or State laws.

12 9.2 CONTRACTOR shall furnish any and all information requested by  
13 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
14 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
15 9 et seq.

16 9.3 Non-Discrimination in Employment

17 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
18 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
19 Department of Labor regulations (Title 41 CFR Part 60).

20 9.3.2 All solicitations or advertisements for employees placed by or on behalf of  
21 CONTRACTOR shall state that all qualified applicants will receive consideration for employment  
22 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
23 disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
24 gender expression, age, sexual orientation, military and veteran status, or any other protected  
25 group, in accordance with the requirements of all applicable federal or State laws. Notices  
26 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place  
27 for employees and job applicants.

28 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a



1 formal discrimination complaint to:

2 California Department of Fair Employment

3 2218 Kausen Drive, Suite 100

4 Elk Grove, CA 95758

5 Telephone: (800) 884-1684

6 (800) 700-2320 (TTY)

7 9.4 Non-Discrimination in Service Delivery

8 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights  
9 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age  
10 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
11 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as  
12 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
13 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
14 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
15 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the  
16 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State  
17 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title  
18 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
19 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
20 amended. CONTRACTOR shall not implement any administrative methods or procedures which  
21 would have a discriminatory effect or which would violate the California Department of Social  
22 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
23 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other  
24 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any  
25 other laws, or the issue may be referred to the appropriate federal agency for further compliance  
26 action and enforcement of Subparagraph 9.4 et seq.

27 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal  
28 complaint any and all information as appropriate:

9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”

(PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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

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

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

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

10. NOTICES

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

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

CONTRACTOR: Orangewood Foundation  
1575 E. 17th Street  
Santa Ana, CA 92705

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and

1 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
2 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,  
3 including, but not limited to, personal injury or property damage arising from or related to the  
4 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.  
5 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
6 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
7 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
8 Neither party shall request a jury apportionment.

9 **13. INSURANCE**

10 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
11 purchase all required insurance at CONTRACTOR's expense, including all endorsements required  
12 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been  
13 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance  
14 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.  
15 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
16 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
17 CONTRACTOR.

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

28 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of

1 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
2 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
3 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
4 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity  
5 provision(s) in the Agreement, agrees to all of the following:

6 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
7 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
8 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
9 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
10 same; and

11 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
12 irrespective of any duty to indemnify or hold harmless; and

13 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
14 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
15 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
16 insured

17 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
18 term of this Agreement, COUNTY may terminate this Agreement.

19 13.5 Qualified Insurer

20 13.5.1 The policy or policies of insurance must be issued by an insurer with a  
21 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
22 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
23 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business  
24 in the state of California (California Admitted Carrier).

25 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
26 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
27 the company's performance and financial ratings.

28 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide

1 the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

20 13.8 Required Coverage Forms

21 13.8.1 Commercial General Liability coverage shall be written on Insurance  
22 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as  
23 broad.

24 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,  
25 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

26 13.9 Required Endorsements

27 13.9.1 Commercial General Liability policy shall contain the following  
28

1 endorsements, which shall accompany the Certificate of Insurance:

2 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26  
3 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,  
4 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will  
5 state AS REQUIRED BY WRITTEN CONTRACT.

6 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20  
7 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and  
8 any insurance or self-insurance maintained by the County of Orange shall be excess and non-  
9 contributing.

10 13.9.2 The Network Security and Privacy Liability policy shall contain the  
11 following endorsements which shall accompany the Certificate of Insurance.

12 13.9.2.1 An Additional Insured endorsement naming the County of  
13 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
14 for its vicarious liability.

15 13.9.2.2 A primary and non-contributing endorsement evidencing that  
16 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the  
17 County of Orange shall be excess and non-contributing.

18 13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
19 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
20 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
21 AS REQUIRED BY WRITTEN CONTRACT.

22 13.11 All insurance policies required by this Agreement shall waive all rights of  
23 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
24 employees when acting within the scope of their appointment or employment.

25 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any  
26 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the  
27 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute  
28 a material breach of the contract, upon which the COUNTY may suspend or terminate this

1 Agreement.

2 13.13 If CONTRACTOR's Professional Liability and Network Security & Privacy  
3 Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional  
4 Liability and Network Security & Privacy Liability coverage for two (2) years following  
5 completion of this Agreement.

6 13.14 The Commercial General Liability policy shall contain a severability of interests  
7 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

8 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in  
9 Paragraph 10 of this Agreement.

10 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements  
11 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,  
12 award may be made to the next qualified proponent.

13 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or  
14 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
15 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
16 appropriate to adequately protect COUNTY.

17 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
18 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
19 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
20 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
21 COUNTY shall be entitled to all legal remedies.

22 13.19 The procuring of such required policy or policies of insurance shall not be construed  
23 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and  
24 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
25 available from the insurer.

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

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



1           14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
2 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
3 under this Agreement. While CONTRACTOR is required to provide this information without  
4 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
5 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

6           14.2 Any accident or incident relating to services performed under this Agreement that  
7 involves injury or property damage which may result in the filing of a claim or lawsuit against  
8 CONTRACTOR and/or COUNTY.

9           14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
10 relating to services performed by CONTRACTOR under this Agreement.

11           14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

12           14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
13 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
14 Agreement.

15           14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
16 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
17 of service location or jurisdiction.

18           15. CONFLICT OF INTEREST

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

27           15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
28 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,

1 Agreement performance. While CONTRACTOR will be required to provide this information  
2 without prompting from COUNTY any time there is a change regarding conflict of interest,  
3 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

4 16. ANTI-PROSELYTISM PROVISION

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

9 17. SUPPLANTING GOVERNMENT FUNDS

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

18 18. EQUIPMENT

19 18.1 All items purchased with funds provided under this Agreement, or which are  
20 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand  
21 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital  
22 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital  
23 Equipment is limited to the performance of this Agreement. Upon the termination of this  
24 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to  
25 COUNTY or its representatives, or dispose of them in accordance with the directions of  
26 ADMINISTRATOR.

27 CONTRACTOR further agrees to the following:

28 18.1.1 To maintain all items of Capital Equipment in good working order and

1 condition, normal wear and tear excepted.

2 18.1.2 To label all items of Capital Equipment, do periodic inventories as required  
3 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital  
4 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All  
5 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

6 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,  
7 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement  
8 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

9 18.1.4 To purchase a policy or policies of insurance covering loss or damage to  
10 any and all Capital Equipment purchased under this Agreement, in the amount of the full  
11 replacement value thereof, providing protection against the classification of fire, extended  
12 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the  
13 parties' interests as they appear.

14 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in  
15 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the  
16 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's  
17 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for  
18 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if  
19 prior written approval has not been obtained from ADMINISTRATOR.

20 18.3 Computer Equipment

21 No computers and/or personal electronic devices, such as tablets and laptop  
22 computers, or any component thereof, may be purchased with funds provided under this  
23 Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR.  
24 Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,  
25 be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4,  
26 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon  
27 termination of this Agreement.

28 ///

1           19.    BREACH SANCTIONS

2           19.1   Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
3 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
4 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
5 available at law, in equity, or otherwise specified in this Agreement:

6                   19.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
7 which period shall be established by ADMINISTRATOR; and/or

8                   19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
9 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;  
10 and/or

11                   19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
12 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

13           19.2   ADMINISTRATOR will give CONTRACTOR written notice of any action  
14 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

15           20.    PAYMENTS

16                   20.1   Maximum Contractual Obligation

17                   The maximum obligation of COUNTY under this Agreement shall be \$309,217, or  
18 actual allowable costs, whichever is less.

19                   20.2   Allowable Costs

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

25                   20.3   Claims

26                   20.3.1 CONTRACTOR shall submit monthly claims to be received by  
27 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
28 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend

1 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
2 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
3 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
4 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

5 20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.  
6 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with  
7 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,  
8 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some  
9 of which may be required to be copied. Source documents that CONTRACTOR must submit shall  
10 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
11 shall retain all financial records in accordance with Paragraph 26 of this Agreement.

12 20.3.3 Payments should be released by COUNTY within a reasonable time period  
13 of approximately thirty (30) days after receipt of a correctly completed claim form and required  
14 supporting documentation.

#### 15 20.3.4 Year-End and Final Claims

16 20.3.4.1 CONTRACTOR shall submit a final claim by no later than  
17 August 30, 2021. Claims received after August 30<sup>th</sup> may, at ADMINISTRATOR's sole discretion,  
18 not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be  
19 received, upon written notice to CONTRACTOR.

20 20.3.4.2 The basis for final settlement shall be the actual allowable costs  
21 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant  
22 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that  
23 any overpayment has been made, COUNTY may offset the amount of the overpayment against  
24 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
25 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing  
26 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has  
27 been made.

28 ///

1           21.    OVERPAYMENTS

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

14           22.    OUTSTANDING DEBT

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

18           23.    REVENUE

19           23.1   Whenever CONTRACTOR receives any money specifically designated for use in  
20   programs funded through this Agreement, such monies shall be considered to be a cost off-set and  
21   treated as a reduction against the amount claimed by CONTRACTOR.

22           23.2   CONTRACTOR is not required to apply grants or gifts which are unrestricted in  
23   use to any cost or expense of CONTRACTOR in which COUNTY participates.

24           24.    FINAL REPORT

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

1 submitted. Any agreement must be in writing.

2 25. INDEPENDENT AUDIT

3 25.1 CONTRACTOR shall employ a licensed certified public accountant who shall  
4 prepare and file with ADMINISTRATOR an annual organization-wide audit of related  
5 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well  
6 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,  
7 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to  
8 the aforementioned regulations for any year covered during the term of this Agreement,  
9 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of  
10 CONTRACTOR's financial statements. The audit must be performed in accordance with  
11 generally accepted government auditing standards. CONTRACTOR shall cooperate with  
12 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)  
13 months after issuance of all audit reports with regard to audit exceptions.

14 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1  
15 through June 30. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit  
16 within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
17 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment  
18 under this or any subsequent Agreement with CONTRACTOR until such time as the required audit  
19 is provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit  
20 submission deadline upon notice to CONTRACTOR.

21 26. RECORDS, INSPECTIONS, AND AUDITS

22 26.1 Financial Records

23 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
24 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
25 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
26 State, and federal audits are completed, whichever is later.

27 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,  
28 internal control, and financial reporting standards in conformity with generally accepted

1 accounting principles established by the American Institute of Certified Public Accountants and  
2 to the satisfaction of ADMINISTRATOR.

3           26.2 Client Records

4           26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records  
5 of clients served and dates and type of services provided under the terms of this Agreement in a  
6 form acceptable to ADMINISTRATOR.

7           26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR  
8 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment  
9 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,  
10 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR  
11 requests and COUNTY provides written approval for the right to store the records in another  
12 county. Notwithstanding anything to the contrary, upon termination of this Agreement,  
13 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
14 accordance with Subparagraph 42.2.

15           26.2.3 COUNTY may refuse payment for a claim if client records are determined  
16 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be  
17 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an  
18 overpayment within the provisions of this Agreement.

19           26.3 Public Records

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

23           26.4 Inspections and Audits

24           26.4.1 The U.S. Department of Health and Human Services, Comptroller General  
25 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's  
26 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall  
27 have access to any books, documents, papers, and records, including medical records, of  
28 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all



1 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate  
2 the work performed or being performed under this Agreement and the premises in which it is being  
3 performed.

4 26.4.2 CONTRACTOR shall make its books and records available within the  
5 borders of Orange County within ten (10) days of receipt of written demand by  
6 ADMINISTRATOR.

7 26.4.3 In the event CONTRACTOR does not make available its books and  
8 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
9 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
10 obtain CONTRACTOR's books and records.

11 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
12 liability to the State or Federal Government or any agency thereof resulting from any  
13 disallowances or other audit exceptions to the extent that such liability is attributable to  
14 CONTRACTOR's failure to perform under this Agreement.

#### 15 26.5 Evaluation Studies

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

### 19 27. PERSONNEL DISCLOSURE

20 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services  
21 through this Agreement, paid and unpaid, including those identified in Paragraph 16 of Exhibit A  
22 (hereinafter referred to as "Personnel").

23 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
24 Personnel providing services hereunder, including résumés and job applications. Changes to the  
25 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
26 and/or job application. The list shall include:

27 27.2.1 Names and dates of birth of all Personnel by title, whose direct services are  
28 required to provide the programs described herein;

1           27.2.2 A brief description of the functions of each position and the hours each  
2 person works each week, or for part-time Personnel, each day or month, as appropriate;

3           27.2.3 The professional degree, if applicable, and experience required for each  
4 position; and

5           27.2.4 The language skill, if applicable, for all Personnel.

6           27.3 Where authorized by law, and in a manner consistent with California Government  
7 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
8 information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
9 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
10 Personnel shall be cause for termination from the performance of services under this Agreement.

11           27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
12 a clearance on the following public websites of the names and dates of birth for all Personnel who  
13 will have direct, interactive contact with clients served through this Agreement: U.S. Department  
14 of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
15 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

16           27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
17 a criminal record background check on all Personnel who will have direct, interactive contact with  
18 clients served through this Agreement. Background checks conducted through the California  
19 Department of Justice shall include a check of the California Central Child Abuse Index, when  
20 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
21 performance of services under this Agreement.

22           27.6 CONTRACTOR shall ensure that clearances and background checks described in  
23 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing  
24 services under this Agreement.

25           27.7 In the event a record is revealed through the processes described in Subparagraphs  
26 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
27 Personnel providing services through this Agreement.

28           27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to

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

8 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
9 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
10 Personnel performing services under this Agreement, when such information becomes known to  
11 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to  
12 provide services under this Agreement and shall provide notice of such determination to  
13 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
14 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

15 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
16 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

17 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel  
18 from the performance of services under this Agreement. At the request of COUNTY,  
19 CONTRACTOR shall immediately replace said Personnel.

20 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
21 for cause from working on this Agreement.

22 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph  
23 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the  
24 terms and conditions of this Agreement.

25 28. EMPLOYMENT ELIGIBILITY VERIFICATION

26 As applicable, CONTRACTOR warrants that it fully complies with all federal and State  
27 statutes and regulations regarding the employment of aliens and others, and that all its employees  
28 performing work under this Agreement meet the citizenship or alien status requirement set forth

1 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing  
2 work hereunder, all verification and other documentation of employment eligibility status required  
3 by federal or State statutes and regulations including, but not limited to, the Immigration Reform  
4 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may  
5 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
6 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with  
7 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers  
8 and employees from employer sanctions and any other liability which may be assessed against  
9 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
10 State statutes or regulations pertaining to the eligibility for employment of any persons performing  
11 work under this Agreement.

12 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

13 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
14 that all employees, agents, subcontractors, and all other individuals performing services under this  
15 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section  
16 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of  
17 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,  
18 agents, subcontractors, and all other individuals performing services under this Agreement to sign  
19 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
20 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
21 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as  
22 they now exist or as they may hereafter be amended.

23 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
24 LAW

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

1           31.    CONFIDENTIALITY

2           31.1    CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
3           WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other  
4           provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality,  
5           as each may now exist or be hereafter amended.

6           31.2    All records and information concerning any and all persons referred to  
7           CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
8           by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other  
9           individuals performing services under this Agreement. CONTRACTOR shall require all of its  
10          employees, agents, subcontractors, and all other individuals performing services under this  
11          Agreement to sign an agreement with CONTRACTOR before commencing the provision of any  
12          such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms  
13          of this Agreement.

14          31.3    CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
15          other individuals performing services under this Agreement of this provision and that any person  
16          violating the provisions of said California state law may be guilty of a crime.

17          31.4    CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
18          to the confidentiality requirements of this Agreement.

19          31.5    CONTRACTOR agrees to maintain the confidentiality of its records with respect  
20          to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
21          and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
22          hereafter be amended.

23                31.5.1 No access, disclosure, or release of information regarding a child who is the  
24                subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is  
25                in doubt, no such information shall be released without the written approval of a Judge of the  
26                Juvenile Court.

27                31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court  
28                before allowing any child to be interviewed, photographed, or recorded by any publication or

1 organization, or to appear on any radio, television, or internet broadcast or make any other public  
2 appearance. Such approval shall be requested through child's Social Worker.

3 32. SECURITY

4 32.1 Security Requirements

5 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
6 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
7 confidentiality that currently exists or exists at any time during the term of this Agreement.  
8 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
9 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
10 private and confidential client information, to protect against anticipated threats to the security or  
11 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or  
12 use of COUNTY data. Such safeguards and controls shall include at a minimum:

13 32.1.1.1 Storage of confidential paper files that ensures records are  
14 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

15 32.1.1.2 Control of access to physical and electronic records to ensure  
16 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
17 services.

18 32.1.1.3 Control to prevent unauthorized access and to prevent  
19 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

20 32.1.1.4 Firewall protection.

21 32.1.1.5 Use of encryption methods of electronic COUNTY data while  
22 in transit from CONTRACTOR networks to external networks, when applicable.

23 32.1.1.6 Measures to securely store all COUNTY data, including, but not  
24 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
25 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
26 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
27 the term of this Agreement administrative, technical, and physical safeguards and controls  
28 consistent with State and federal security requirements.

1           32.2 Security Breach Notification

2           32.2.1 CONTRACTOR shall have policies and procedures in place for the  
3 effective management of Security Breaches, as defined below. In the event of any actual,  
4 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
5 experiences or learns of that either compromises or could reasonably be expected to comprise  
6 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security  
7 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
8 notification, CONTRACTOR shall, at its own expense, immediately:

9                   32.2.1.1 Investigate to determine the nature and extent of the Security  
10 Breach.

11                   32.2.1.2 Contain the incident by taking necessary action, including, but  
12 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
13 security.

14                   32.2.1.3 Report to COUNTY the nature of the Security Breach, the  
15 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
16 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
17 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
18 take to prevent future similar unauthorized use or disclosure.

19           32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
20 determine what actions are necessary in response to the Security Breach and who will perform  
21 these actions. Actions may include, but are not limited to: notifications; investigation and  
22 remediation costs, including notification of all whose personal information was disclosed; outside  
23 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
24 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
25 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
26 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
27 required actions.

28 ///

1           33.    COPYRIGHT ACCESS

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

5           34.    WAIVER

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

12          35.    SERVICES DURING EMERGENCY AND/OR DISASTER

13           35.1    CONTRACTOR acknowledges that service usage may surge during or after an  
14 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
15 urgent, usually unexpected occurrence or event requiring immediate action to protect the health  
16 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
17 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as  
18 described above may require resources or support beyond the local government's capability and  
19 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
20 council, county board of supervisors, or state) and may be declared at the federal level by the  
21 President of the United States.

22           35.2    CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
23 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY  
24 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may  
25 include, but are not limited to: providing services at different location(s), assigning staff to work  
26 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents  
27 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and  
28 prioritizing services for staff as requested by COUNTY.



1           35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared  
2 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.  
3 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary  
4 expenditures provided during or after an emergency/disaster shall be calculated by the same rates  
5 that apply during non-emergency/disaster conditions.

6           36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

7           36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
8 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
9 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
10 without COUNTY's prior written consent is expressly prohibited.

11           36.2 CONTRACTOR may develop and publish information related to this Agreement  
12 where all of the following conditions are satisfied:

13                   36.2.1 ADMINISTRATOR provides its written approval of the content and  
14 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
15 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

16                   36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
17 a statement that the program, wholly or in part, is funded through County, State, and Federal  
18 Government funds;

19                   36.2.3 The information does not give the appearance that the COUNTY, its  
20 officers, employees, or agencies endorse:

21                           36.2.3.1 Any commercial product or service; and

22                           36.2.3.2 Any product or service provided by CONTRACTOR, unless  
23 approved in writing by ADMINISTRATOR; and

24                   36.2.4 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 37. REPORTS

4 37.1 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 37.2 CONTRACTOR shall maintain records and submit reports containing such data  
8 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 38. 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 39. 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 39.1 No facility to be utilized in the performance of the proposed grant has been listed  
22 on the EPA List of Violating Facilities;

23 39.2 It will notify COUNTY prior to award of the receipt of any communication from  
24 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
25 grant is under consideration to be listed on the EPA List of Violating Facilities; and

26 39.3 It will notify COUNTY and EPA about any known violation of the above laws and  
27 regulations.

28 ///

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

3           40.1   CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
4 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
5 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
6 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
7 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must  
8 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
9 ADMINISTRATOR that cites the following:

10                   40.1.1 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 Subparagraph  
13 40.1.2 of this certification.

14                   40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
15 knowledge and belief as of December 23, 1989, that

16                           40.1.2.1 No federal appropriated funds have been paid or will be paid to  
17 any person for influencing or attempting to influence an officer or employee of any agency, a  
18 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
19 Congress on his or her behalf in connection with the awarding of any federal contract, the making  
20 of any federal grant, the making of any federal loan, the entering into of any cooperative  
21 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
22 contract, grant, loan or cooperative agreement;

23                           40.1.2.2 If any funds other than federal appropriated funds (including  
24 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
25 person for influencing or attempting to influence an officer or employee of any agency, a Member  
26 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
27 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
28 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;

1 and

2 40.1.2.3 He or she will include the language of this certification in all  
3 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
4 \$100,000 shall certify and disclose accordingly.

5 40.1.3 Submission of this certification and disclosure is a prerequisite for making  
6 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
7 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to  
8 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,  
9 and not more than \$100,000, for each such failure.

10 41. 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 42. TERMINATION PROVISIONS

15 42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
16 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
17 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any  
18 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of  
19 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable  
20 control, and repeated or continued violations of COUNTY ordinances unrelated to performance  
21 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless  
22 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
23 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

24 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
25 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
26 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
27 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the  
28 parties. During the Transition Period, service and data access shall continue to be made available

1 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
2 transitioning all data in the format determined by COUNTY.

3 42.3 In the event of termination of this Agreement, cessation of business by  
4 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
5 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
6 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
7 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
8 Agreement.

9 42.4 The obligations of COUNTY under this Agreement are contingent upon the  
10 availability of federal and/or State funds, as applicable, for the reimbursement of  
11 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
12 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
13 remains in effect or operation. In the event that such funding is terminated or reduced,  
14 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
15 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
16 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
17 notification of such determination. CONTRACTOR shall immediately comply with  
18 ADMINISTRATOR's decision.

19 42.5 If any term, covenant, condition, or provision of this Agreement or the application  
20 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
21 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
22 thereby.

23 43. GOVERNING LAW AND VENUE

24 This Agreement has been negotiated and executed in the State of California and shall be  
25 governed by and construed under the laws of the State of California, without reference to conflict  
26 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole  
27 and exclusive venue shall be a court of competent jurisdiction located in Orange County,  
28 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,

1 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree  
2 to waive any and all rights to request that an action be transferred for trial to another county.

3 44. SIGNATURE IN COUNTERPARTS

4 44.1 The parties agree that separate copies of this Agreement may be signed by each of  
5 the parties, and this Agreement will have the same force and effect as if the original had been  
6 signed by all the parties.

7 44.2 CONTRACTOR represents and warrants that the person executing this Agreement  
8 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
9 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
10 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: \_\_\_\_\_  
CHRISTIAN SIMONSEN CHAIRWOMAN  
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
ORANGEWOOD FOUNDATION COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

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

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

Dated: \_\_\_\_\_

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGEWOOD FOUNDATION

FOR THE PROVISION OF RESOURCE AND SUPPORT SERVICES FOR  
COMMERCIALY SEXUALLY EXPLOITED CHILDREN

1. POPULATION TO BE SERVED

A commercially sexually exploited or sexually trafficked child, as described in California Penal Code (CPC) Section 236.1, is one who receives food or shelter in exchange for, or is paid to perform sexual acts described in CPC Sections 236.1 or 11165.1, and whose parent or guardian failed to or was unable to protect the child. At-risk youth are those whose living circumstances may subject them to becoming victims of commercial sexual exploitation.

1.1 CONTRACTOR shall provide services to individuals~~PARTICIPANTS~~ referred by the Social Services Agency (SSA) who SSA determines to be Commercially Sexually Exploited Children (CSEC) and at-risk youth, Non-Minor Dependents, and their families, hereinafter referred to as "PARTICIPANTS."; CONTRACTOR understands that PARTICIPANTS may include persons described below and their families:

1.1.1 Male, female, or transgender ages eleven (11) to eighteen (18).

1.1.2 Non-Minor Dependents (NMDs), defined as current child welfare dependents and/or probation wards ages eighteen (18) to twenty-one (21) years, who have chosen to have an open case with an Assigned Social Worker and/or Deputy Probation Officer providing case management services.

1.1.3 Youth who self-refer to SSA, are referred by community based organizations to SSA, and youth contacted by outreach efforts as described in Subparagraph 4.4.



1 1.1.4 PARTICIPANTS may or may not be currently served by the COUNTY, as  
2 either a dependent or ward of the juvenile court pursuant to Welfare and Institutions Code Sections  
3 300 or 600.

4 1.2 PARTICIPANTS may exhibit one (1) or more, but not limited to, the following  
5 characteristics:

6 1.2.1 Having been previously identified as CSEC;

7 1.2.2 Chronically running away from home, foster placement, or treatment  
8 facilities;

9 1.2.3 History of child welfare agency involvement;

10 1.2.4 History of criminal, arrest, or probation record;

11 1.2.5 History of gang involvement; and

12 1.2.6 History of emotional, physical, or sexual abuse, or having engaged in  
13 behaviors consistent with survival sex.

14 2. DEFINITIONS

15 2.1 Case Management: Involves working with service PARTICIPANTS to establish  
16 goals, creating plans to achieve the goals, providing services to meet needs identified in  
17 assessments, monitoring progress toward achievement of the goals, and closing cases when goals  
18 have been achieved.

19 2.2 Crisis Intervention: In-person or telephone contact to offer immediate, short-term  
20 help to service PARTICIPANTS who experience an event that produces emotional, mental,  
21 physical, and/or behavioral distress. Examples of immediate crisis responses include, but are not  
22 limited to a child identified by an emergency room nurse during hospital treatment for conditions  
23 related to his or her exploitation, or other immediate health and safety needs; and a self-referred  
24 PARTICIPANTS and/or SSA social worker seeking assistance with immediate health and safety  
25 needs.

26 ~~2.2.3~~ Commercial Sexual Exploitation (CSE): Refers to a commercial transaction that  
27 involves sexual exploitation and can manifests in numerous forms, such as sex trafficking,  
28 prostitution, performance in sexual venues, and online transmission of sexual activities.

1            2.32.4 Culturally Responsive: To have a general knowledge of cultural values and morals  
2 of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the  
3 worth of individuals from diverse ethnic groups; and the ability to interact responsively,  
4 respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and  
5 religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals,  
6 families, and communities, as well as protecting the dignity of each person.

7            2.42.5 Harm-Reduction Model: A set of practical strategies and ideas aimed at reducing  
8 harm and the negative consequences of exploitation by fostering empowerment and self-  
9 sufficiency.

10           2.52.6 Individualized Service Plan: A documented outline that defines the client's  
11 individual goals, action steps, and time frames for meeting their desired goals.

12           2.7 Motivational Interviewing: An evidence-based practice that addresses ambivalence  
13 to change. Motivational Interviewing is a directive, client-centered counseling style for eliciting  
14 behavior change by helping clients to explore and resolve ambivalence. It is most centrally defined  
15 not by technique but by its spirit as a facilitative style for interpersonal relationship. This non-  
16 confrontational communication approach is effective across cultural and economic differences and  
17 is derived around four (4) core principles: express empathy, roll with resistance, develop  
18 discrepancy, and support self-efficacy.

19           2.62.8 Psychosocial Assessment: An assessment conducted to evaluate client's health and  
20 wellness,; housing,; life skills and employment,; education,; and service needs.

21           2.72.9 Trauma-Informed Care: An approach to service delivery that is grounded in an  
22 understanding of trauma and its consequences and promotes healing and resilience.

### 23           3.        HOURS OF OPERATION

24           3.1        CONTRACTOR shall provide services during hours that are responsive to the  
25 needs of PARTICIPANTS. At a minimum, CONTRACTOR shall provide Resources and Support  
26 Services Monday through Friday from 12:00 p.m. to 8:00 p.m., and Saturdays, 12:00 p.m. to 4:00  
27 p.m., with the ability to adjust weekend hours as community needs are identified. CONTRACTOR  
28 may offset regular hours based on CONTRACTOR offering services evenings and/or weekends.

1 For example, service hours on Tuesday and Thursday may be adjusted to 2:00 p.m. to 10:00 p.m.  
 2 Any changes to the regular schedule must be pre-approved, in writing, by ADMINISTRATOR.

3 3.2 CONTRACTOR shall provide telephone support to PARTICIPANTS twenty-four  
 4 (24) hours a day, seven (7) days a week, including holidays.

5 3.3 CONTRACTOR shall provide crisis de-escalation to PARTICIPANTS twenty-four  
 6 (24) hours a day, seven (7) days a week, including holidays.

7 3.4 Excluding the services in Subparagraph 3.2 and 3.3 of this Exhibit,  
 8 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as  
 9 follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents'  
 10 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving  
 11 Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior,  
 12 written approval from COUNTY for holiday(s) in excess of those listed above. Failure of  
 13 CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon itself all  
 14 fiscal obligations related to non-COUNTY holiday(s) and shall be deemed in material breach of  
 15 Agreement.

16 4. RESOURCE AND SUPPORT SERVICES

17 CONTRACTOR shall provide Resource and Support Services to create an environment  
 18 where PARTICIPANTS and their families can begin to form bonds with caring adults and access  
 19 essential resources for their overall well-being. CONTRACTOR's goal shall be to prevent future  
 20 exploitation and recidivism by providing PARTICIPANTS opportunities to engage with providers  
 21 in supportive services and activities and help PARTICIPANTS transition into safe and stable  
 22 homes. CONTRACTOR understands that Resource and Support Services are integral to ensuring  
 23 that PARTICIPANTS are connected with the COUNTY's SSA, Health Care Agency, Probation  
 24 Department, Juvenile Court, and community partners.

25 SERVICE LEVELS:

26 Level I PARTICIPANTS:

27 ~~————— For services deemed Level I, Contractor shall focus on meeting immediate~~  
 28 ~~basic needs, familiarizing PARTICIPANTS to CONTRACTOR's facility and available resources~~

1 ~~and services, and connecting PARTICIPANTS to CONTRACTOR's staff to establish trusting~~  
2 ~~relationships, and assist PARTICIPANTS to transition to Level II. CONTRACTOR's Level I~~  
3 ~~services shall include, but not be limited to the following:~~

4 ~~Crisis intervention for Level I PARTICIPANTS may occur with a conversation over the~~  
5 ~~phone or an in-person response to remediate the crisis situation.~~

#### 6 4.1 Basic Needs

7 CONTRACTOR shall provide basic needs, including, but not limited to, the  
8 following:

9 4.1.1 Food Pantry - in the form of snacks and/or provide linkages to a network of  
10 COUNTY food pantries.

11 4.1.2 Clothing - items such as undergarments, socks, pants, shirts, and shoes.  
12 Distribution of gently used items is acceptable provided CONTRACTOR implements a process  
13 for inspecting and determining items as deemed wearable, particularly by teens.

14 4.1.3 Shower - a private shower with access to hot and cold running water, and  
15 showering products (e.g., shampoo, conditioner, hairdryer, brush, etc.).

16 4.1.4 Hygiene and Grooming - essential personal care (e.g., toothpaste,  
17 toothbrush, deodorant, soap, razor, shaving gel, female hygiene products, etc.).

18 4.1.5 Private restrooms.

19 4.1.6 Quiet Room - a room which may be used by PARTICIPANTS to rest and  
20 recover during the program's normal business hours. CONTRACTOR shall provide individual  
21 cots, sleeping bag, bed, or mat for each PARTICIPANT.

22 4.1.7 Temporary Shelter - through partnerships with local youth shelters for  
23 temporary housing services recognizing that accommodations may or may not be available  
24 depending on facility capacity.

#### 25 ~~4.2 Level II PARTICIPANTS:~~

26 ~~For services deemed Level II, Contractor shall focus on matching services and~~  
27 ~~resources to the PARTICIPANT's appropriate stage of engagement, partnering with~~  
28 ~~PARTICIPANT in the ongoing treatment, and reassessing for safety. Level II PARTICIPANTS~~

1 ~~are further defined as those who have access to Level I services, participated in a minimum of one~~  
 2 ~~(1) ongoing service and/or are reengaging in services. Level II PARTICIPANTS shall have access~~  
 3 ~~to Level I services and Level II services. CONTRACTOR's Level II services shall include, but~~  
 4 ~~not be limited to the following:~~

#### 5 4.34.2 Support Services

6 CONTRACTOR shall provide PARTICIPANTS with support services that  
 7 promote safety, empowerment, and self-sufficiency. Services shall include, but are not limited to,  
 8 the following:

9 4.2.1 Psychosocial Assessment - a comprehensive and standardized screening  
 10 assessment that best identifies the underlying cause of each PARTICIPANT's circumstance, their  
 11 particular needs, and levels of risk, and results in the development of an Individualized Service  
 12 Plan, as defined in Subparagraph 2.6 above, to outline measurable goals, action steps, and  
 13 timeframes to meet those goals.

14 4.3.14.2.2 Crisis Support - development and distribution of outreach materials  
 15 that provide PARTICIPANTS with portable and discreet access to an after-hours hotline number  
 16 to communicate with CONTRACTOR when emergency or crisis situations arise.  
 17 CONTRACTOR shall manage the after-hours hotline. ~~Develop and distribute shoe cards that all~~  
 18 ~~PARTICIPANTS can quickly hide with a trafficking hotline number to communicate with~~  
 19 ~~CONTRACTOR when they need to flee a situation without letting their trafficker know.~~  
 20 ~~CONTRACTOR shall manage the trafficking hotline.~~

21 4.3.24.2.3 Crisis Intervention—Intervention - direct service staff shall be  
 22 trained on and able to implement crisis intervention techniques and strategies which best sustain  
 23 PARTICIPANTS. ~~Crisis intervention for Level II PARTICIPANTS shall occur in-person to~~  
 24 ~~remediate the crisis situation.~~ Crisis intervention may involve a conversation over the phone or an  
 25 in-person response to remediate the crisis situation. When an in-person response is required for a  
 26 PARTICIPANT, CONTRACTOR shall respond in person immediately, within two (2) hours.

27 4.3.34.2.4 Harm Reduction Model - a collaborative plan that focuses on safety,  
 28 empowers PARTICIPANTS to make their own positive decisions, and links PARTICIPANT to

1 necessary services.

2 ~~4.3.4~~4.2.5 Stabilization Support - provide services in a safe and supportive  
3 environment which conveys clear, consistent expectations while fostering positive relationships  
4 with caring adults and connections with individuals that can provide mentoring and guidance.

5 ~~4.3.5~~4.2.6 Mental Health/Counseling Services - provide or facilitate linkages  
6 to appropriate community resources to implement trauma informed services which address a  
7 variety of mental health conditions common with CSEC survivors including, but not limited to,  
8 complex trauma, anxiety, depression, eating disorders, and a prevalent mistrust of others and their  
9 motives.

10 ~~4.3.6~~4.2.7 Substance Abuse Services - facilitate linkages to appropriate and  
11 needed programs for the provision of alcohol and drug counseling services, telephone assessment,  
12 substance abuse intakes, and crisis intervention, as needed.

13 ~~4.3.7~~4.2.8 Reproductive Health Services - provide or link PARTICIPANTS  
14 with appropriate information on reproductive health. This would include obtaining information  
15 on various birth control and protection methods with the goal of reducing the risk of contracting a  
16 sexually transmitted infection.

17 ~~4.3.8~~4.2.9 Benefits Assistance - provide PARTICIPANT with coordination  
18 and linkage assistance for access to Medi-Cal, Cal Fresh, California Work Opportunity and  
19 Responsibility to Kids(~~CalWORKs~~), and other benefits, as appropriate.

20 4.4.3 Support Programs

21 Resource and Support Services shall be strength-based and assist PARTICIPANTS  
22 with accessing the inherent skills, abilities, and qualities they possess, but may not recognize. The  
23 frequency, duration, and amount of PARTICIPANTS served shall be based on community needs  
24 and in consultation with ADMINISTRATOR. Resource and Support Services shall offer  
25 PARTICIPANTS a variety of support programs that focus on healing and recovery, self-  
26 sufficiency, and healthy integration into the community, including, but not limited to, the  
27 following:

28 ~~4.4.1~~4.3.1 Life Skill Development/Self-Sufficiency - tailored to assist

1 PARTICIPANTS in problem solving, decision-making, effective communication, and  
2 emancipation services.

3 ~~4.4.2~~4.3.2 Education Program - to assist PARTICIPANTS with questions  
4 regarding returning to school, catching up with missed schoolwork, assisting with homework,  
5 tutoring, and transitioning back to school.

6 ~~4.4.3~~4.3.3 Parent/Caregiver Education Session - to increase awareness of  
7 CSEC needs, and available resources and services which can assist the maintenance and/or  
8 reunification of PARTICIPANTS with family/caregiver. Education session will also provide  
9 parenting information to parents/caregivers. ~~Parent/Caregiver Information—to increase awareness  
10 of CSEC needs, and available resources and services which can assist the family/caregiver.~~

11 ~~4.4.4~~4.3.4 Healthy Life Style Choices - provide classes tailored to address  
12 healthy body weight and diet, exercise, the perils of smoking and alcohol use, and healthy intimacy  
13 and sexual relationships.

14 ~~4.4.5~~4.3.5 Technology Services - make available computers with free access to  
15 the Internet to assist in the development of computer skills, financial literacy, and help with résumé  
16 building.

17 ~~4.4.6~~4.3.6 Survivor Support Group/Mentor Program - provide a support  
18 group/mentor program co-led by a CSEC ~~Advocate~~Peer Mentor and a Youth Support Specialist  
19 or other Mental Health Professional, which shall serve to provide a safe environment for survivors  
20 to share their experiences while gaining insight and support. Group/Program shall seek to  
21 empower survivors to make healthy decisions and avoid self-destructive behaviors.

22 ~~4.4.7~~4.3.7 Expressive Arts - provide or link PARTICIPANTS to a variety of  
23 classes which may utilize poetry, dance/movement, yoga, music, culinary programs, arts/crafts,  
24 and other forms of enrichment that may have a positive impact on PARTICIPANT.

25 4.3.8 Transportation - provide PARTICIPANTS with bus ~~tokens~~passes or shuttle  
26 transportation to off-site providers as needed. Ride sharing transportation services shall only be  
27 utilized with adult PARTICIPANTS.

28 ~~4.4.8~~4.3.9 Tattoo Removal - refer/link PARTICIPANTS to providers for

1 removal of tattoos and markings, typically associated with trafficker's branding of CSEC.

2 ~~4.5.4~~ 4.4 Community Outreach

3 CONTRACTOR shall increase awareness around CSEC activities and services  
4 available for victims. Outreach efforts frequency and duration shall be based on community needs  
5 and in consultation with ADMINISTRATOR. Outreach efforts shall include, but not be limited  
6 to:

7 ~~4.5.1~~ 4.4.1 Design and implement an outreach program for the target population  
8 so they can better protect themselves from sexual exploitation and recognize risky situations.

9 ~~4.5.2~~ 4.4.2 Perform outreach to community organizations and service  
10 providers, including schools and faith-based organizations.

11 ~~4.5.3~~ 4.4.3 Promote the use of services provided by CONTRACTOR to  
12 residents in the community.

13 ~~4.5.4~~ 4.4.4 Disseminate educational materials and provide training  
14 opportunities, as approved in writing by ADMINISTRATOR, to the target population, as well as  
15 service providers and other community organizations/stakeholders, to increase awareness around  
16 CSEC activity and the services available for victims.

17 ~~4.5.5~~ 4.4.5 Develop and promote volunteer opportunities with  
18 CONTRACTOR's Resource and Support Services.

19 ~~4.5.6~~ 4.4.6 Connect and build relationships with CSEC Drop-In Centers and  
20 providers of similar services in other counties and states in order to share best practices.

21 5. FACILITIES

22 5.1 Resource and Support Services are to be confidential and PARTICIPANTS shall  
23 not be identified as CSEC to their peers. Resource and Support Services shall be offered to  
24 PARTICIPANTS at confidential locations in Orange County.

25 5.2 Administrative services under this Agreement shall be provided at:

26 Oranewood Foundation  
27 1575 E. 17th Street  
28 Santa Ana, CA 92705



1           5.3     CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the  
2 facility(ies) and location(s) where services shall be provided without changing COUNTY's  
3 maximum obligation. CONTRACTOR shall deliver services in facility(ies) located within the  
4 geographical boundaries of Orange County, California, in location(s) that are reasonably  
5 accessible via public transportation, and can best meet the needs of the target population described  
6 herein.

7     6.     QUALITY ASSURANCE/QUALITY CONTROL

8           6.1     CONTRACTOR shall establish and utilize a Continuous Quality Improvement  
9 program. The Quality Control Plan shall be effective on the Agreement start date, submitted to  
10 the COUNTY for approval on implementation, and shall be updated and resubmitted for COUNTY  
11 approval when changes occur.

12          6.2     The Quality Control Plan shall include, but not be limited to, the following:

13           6.2.1   Collecting PARTICIPANT feedback gathered through case management  
14 sessions, PARTICIPANT surveys, and incorporation of both outcome and process measures in the  
15 program's evaluation plan.

16           6.2.2   Ensuring the services, deliverables, and requirements defined in the  
17 Agreement are provided at or above the level of quality per this Agreement.

18           6.2.3   Assuring that the professional staff rendering services under the Agreement  
19 have the necessary qualifications.

20           6.2.4   Develop Corrective Action Plans to identify deficiencies and promote  
21 program improvements.

22           6.2.5   Providing ADMINISTRATOR with a copy of CONTRACTOR case  
23 reviews, a clear description of deficiency(ies), and corrective action taken, to resolve identified  
24 problems.

25     7.     STAFF TRAINING

26           7.1     ADMINISTRATOR reserves the right to approve training topics eligible for  
27 reimbursement under the Agreement.

28           7.2     ADMINISTRATOR may present or sponsor training and require the

1 CONTRACTOR to attend.

2 7.3 CONTRACTOR shall ensure CONTRACTOR staff completes thirty (30) hours of  
3 CSEC-relevant training annually, to include cultural sensitivity training.

4 7.4 CONTRACTOR shall ensure new staff participate in initial new-hire orientation,  
5 to include training in the skills related to direct services of the target population, including  
6 knowledge of human trafficking and CSEC, trauma-informed care, motivational interviewing,  
7 Ending the Game intervention curriculum (or a substantially similar curriculum approved by  
8 ADMINISTRATOR), Harm Reduction Model, culturally responsive service delivery strategies,  
9 and an introduction to the key service partners in Orange County.

10 8. ADDITIONAL CONTRACTOR RESPONSIBILITIES

11 8.1 In addition to providing the services described in Paragraph 4 of this Exhibit,  
12 CONTRACTOR agrees to appear and testify at Juvenile Court hearings, as required by COUNTY.

13 9. MEETINGS

14 9.1 CONTRACTOR shall ensure the Program Manager participates in meetings when  
15 requested by the COUNTY for the purpose of information sharing, joint problem solving,  
16 identification of best practices, development of common approaches to case management, training,  
17 and other related matters. Meetings will occur a minimum of once per month.

18 10. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

19 10.1 CONTRACTOR shall electronically track the type and amount of services provided  
20 to each PARTICIPANT, assessment data, and key data elements, including but not be limited to:  
21 ethnicity, age, gender, primary language spoken, gang involvement, referral source, services  
22 recommended, services provided, date service delivery begins, date service delivery ends,  
23 community resources engaged, and other data as identified by COUNTY.

24 10.2 CONTRACTOR shall administer COUNTY-approved measurement tools (e.g.,  
25 tracking logs, pre/post tests, satisfaction surveys, etc.) to collect data. CONTRACTOR shall  
26 provide ADMINISTRATOR a minimum of ten (10) business day notice in the event a  
27 measurement tool is changed.

28 11. PROGRAM REPORTS

1           CONTRACTOR shall prepare and submit to ADMINISTRATOR or designee, written  
2 reports in a format approved in writing by ADMINISTRATOR. Written reports will be based on  
3 data captured in Subparagraph 10 of this Exhibit, and include, but not be limited to:

4           11.1 Monthly Service Report by the 10th day of each month for all PARTICIPANTS  
5 served during the preceding month;

6           11.2 Monthly itemized breakdown of expenses for services and supplies submitted with  
7 corresponding invoice; and

8           11.3 Year-End Report by July 15th of each contract year summarizing the results of  
9 efforts made to achieve performance objectives, outcome measures, and shall reflect successes and  
10 barriers experienced in the provision of services.

11       12. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

12           CONTRACTOR shall measure progress through the following objectives:

13           12.1 A minimum of ~~twenty-five percent (25%)~~ thirty percent (30%) of PARTICIPANTS  
14 shall complete ~~an~~ psychosocial assessment.

15           ~~12.1~~ 12.2 A minimum of eighty percent (80%) of PARTICIPANTS who completed  
16 psychosocial assessment will ~~and~~ develop an individualized Safety Plan using a Harm Reduction  
17 Model; and

18           ~~12.2~~ 12.3 A minimum of twenty-five percent (25%) of ~~Level II~~ PARTICIPANTS  
19 who completed a psychosocial assessment shall engage in a minimum of one (1) additional support  
20 service within thirty (30) days of initial contact with Resource and Support Services.

21       13. UTILIZATION REVIEW

22           13.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-  
23 annually to review and evaluate a random selection of PARTICIPANT case records. The review  
24 may include, but is not limited to, an evaluation of the necessity and appropriateness of services  
25 provided and length of services. PARTICIPANT cases to be reviewed shall be randomly selected  
26 by ADMINISTRATOR and may include both open and closed cases.

27           13.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's  
28 facility referenced in Paragraph 5 of this Exhibit, with date and time determined at

1 ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback  
2 regarding the UR findings.

3 13.3 CONTRACTOR shall comply with the findings of the UR and take corrective  
4 action accordingly.

5 13.4 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY's Children and  
6 Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve  
7 differences of opinion regarding the necessity and appropriateness of services and length of  
8 services, the dispute shall be submitted to COUNTY's Director of Children and Family Services  
9 for final resolution. Nothing in this Paragraph shall limit the COUNTY's ability to terminate the  
10 Agreement, as stated in Paragraph 42.

11 14. BUDGET

12 14.1 Expense for extra pay, including, but not limited to, overtime, stipends, bonuses,  
13 staff incentives, severance pay, etc., will not be eligible for reimbursement under this Agreement  
14 unless authorized in writing by the ADMINISTRATOR. Such authorization shall be considered  
15 as an exception and may be approved, on a case-by-case basis, at the sole discretion of  
16 ADMINISTRATOR.

17 14.2 ADMINISTRATOR and CONTRACTOR may agree, subject to advance written  
18 notice, to add, delete, and/or modify, line items and/or amounts, and/or the number and type of  
19 [Full-Time Equivalent \(FTE\)](#) positions, specified in the budgets included in Subparagraph 14.5 of  
20 this Exhibit, without reducing the level of services to be provided or exceeding COUNTY's  
21 maximum obligation stated in Subparagraph 20.1 of this Agreement. Failure to obtain advance  
22 written approval for any proposed Budget Modification Request may result in disallowance of  
23 reimbursement for those costs.

24 14.3 In the event the budget shown in Subparagraph 14.5 of this Exhibit is modified, the  
25 modified budget shall remain in effect for the remainder of the fiscal year, unless superseded by  
26 subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR.  
27 For example, if Budget Modification #1 is approved on August 1, 2020, the modified budget shall  
28 remain in effect until Budget Modification #2 is requested and approved in writing. Under no

1 circumstances shall funds unspent in one fiscal year carry over to another fiscal year.

2 14.4 In the event ADMINISTRATOR reduces the maximum obligation as stated in  
3 Subparagraph 20.1 of the Agreement, CONTRACTOR and ADMINISTRATOR may mutually  
4 agree in writing to proportionately reduce the service goals, as set forth in this Exhibit.

5 14.5 The budget for services provided for the period of July 1, 2020, through June 30,  
6 2021, is set forth as follows:

	<u>Salaries</u>	<u>FTE<sup>(1)</sup></u>	<u>Hourly Range</u> <u>Min to Max</u>	<u>Annual</u> <u>Budget</u>
<u>DIRECT SERVICE POSITIONS</u>				
Youth Support Specialist		3.00	18.00 – 32.25	\$ 148,629
On-Call Crisis Support Specialist (Lighthouse Coverage)		.25	15.00 – 18.00	9,930
Peer Mentor		.60	15.50 – 19.00	20,600
Program Manager		.30	27.00 – 32.50	20,688
Administrative Assistant (Front Desk)		.10	14.00 – 16.50	<u>3,642</u>
SUBTOTAL DIRECT SERVICE SALARIES				\$ 203,489
BENEFITS <sup>(2)</sup> (28% TOTAL)				56,977
TOTAL ALL SALARIES AND BENEFITS				\$ 260,466
 <u>SERVICES AND SUPPLIES</u>				
Mileage <sup>(3)</sup>				\$ 1,526
Re-unification/Emergency/Transitional Housing				11,000
Program Supplies/Office Expenses/Stipends to Youth				7,500
Training				<u>3,500</u>
SUBTOTAL SERVICES AND SUPPLIES				\$ 23,526
<u>OPERATING EXPENSES</u>				
Facility Costs				\$ 8,400
Maintenance/Association				5,037
Utilities				2,700
Insurance				<u>2,600</u>
SUBTOTAL OPERATING EXPENSES				\$ 18,737
TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES				\$ 42,263

1	SUBTOTAL SALARIES AND BENEFITS, SERVICES AND SUPPLIES,	
2	AND OPERATING EXPENSES	\$ 302,729
3	INDIRECT COSTS (2.15%)(4)	\$ 6,488
4	<b>TOTAL BUDGET</b>	<b>\$ 309,217</b>

5        ~~14.6—The budgets for services provided for the period of September 1, 2018 through~~  
6 ~~June 30, 2020, are set forth as follows:~~

7 ~~YEAR ONE (1) BUDGET FOR September 1, 2018 THROUGH JUNE 30, 2019:~~

8	<u>Salaries</u>	<u>FTE</u> <sup>(1)</sup>	<u>Maximum</u> <u>Hourly Rate</u> <sup>(2)</sup>	<u>Annual</u> <u>Budget</u>
9	<u>DIRECT SERVICE POSITIONS</u> <sup>(1)(2)</sup>			
10	Youth Support Specialist I	1.00	\$ 32.25	\$ 48,100
11	Youth Support Specialist II	1.00	32.25	48,100
12	Youth Support Specialist III	1.00	32.25	48,100
13	Night Resident (Lighthouse Coverage)	.25	18.00	9,641
14	Advocate	.50	19.00	20,000
15	Program Manager	.30	32.20	20,085
16	Administrative Assistant (Front Desk)	.10	16.50	\$ <u>3,536</u>
17	<u>SUBTOTAL SALARIES</u>			<u>-197,562</u>
18	<u>BENEFITS</u> <sup>(3)</sup> (28% TOTAL)			<u>55,317</u>
19	<u>TOTAL ALL SALARIES AND BENEFITS</u>			<u>\$252,879</u>
20	<u>SERVICES AND SUPPLIES</u>			
21	Mileage <sup>(5)</sup>			\$ <u>3,526</u>
22	Office Expense			500
23	Stipends to Youth			2,000
24	Re-unification			2,000
25	Emergency/Transitional Housing			9,000
26	Program Supplies			3,000
27	Laptop/Computer Equipment			<u>1,300</u>
28	Training			<u>3,500</u>
	<u>SUBTOTAL SERVICES AND SUPPLIES</u>			<u>\$ 24,826</u>
	<u>OPERATING EXPENSES</u>			
	Facility Costs			\$ <u>4,133</u>
	Maintenance/Association			7,597
	Utilities			5,406
	Insurance			<u>1,233</u>
	<u>SUBTOTAL OPERATING EXPENSES</u>			<u>-18,369</u>

<del>TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES</del>	<del>\$ 43,195</del>
<del>SUBTOTAL SALARIES AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</del>	<del>\$296,074</del>
<del>INDIRECT COSTS (4.9%)</del>	<del>\$14,443</del>
<del>TOTAL LINE ITEM BUDGET FOR YEAR ONE (1)</del>	<del>\$310,517</del>

YEAR TWO (2) BUDGET FOR JULY 1, 2019 THROUGH JUNE 30, 2020:

	<u>Salaries</u>	<u>FTE<sup>(1)</sup></u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>					
Youth Support Specialist I		1.00	18.00—32.25	32.25	\$ 49,543
Youth Support Specialist II		1.00	18.00—32.25	32.25	49,543
Youth Support Specialist III		1.00	18.00—32.25	32.25	49,543
Night Resident (Lighthouse Coverage)		.25	15.00—18.00	18.00	9,930
Advocate		.50	15.50—19.00	19.00	20,600
Program Manger		.30	27.00—32.50	32.20	20,688
Administrative Assistant (Front Desk)		.0	14.00—16.50	16.50	<u>3,642</u>
—— SUBTOTAL DIRECT SERVICE SALARIES					\$ 203,489
<del>BENEFITS<sup>(3)</sup> (28% TOTAL)</del>					<del>56,977</del>
<del>TOTAL ALL SALARIES AND BENEFITS</del>					<del>\$ 260,466</del>
<u>SERVICES AND SUPPLIES</u>					
Mileage <sup>(5)</sup>					\$ 3,526
Office Expenses					500
Stipends to Youth					2,000
Re-unification					2,000
Emergency/Transitional Housing					9,000
Program Supplies					3,000
Training					<u>3,500</u>
—— SUBTOTAL SERVICES AND SUPPLIES					\$ 23,526
<u>OPERATING EXPENSES</u>					
Facility Costs					\$ 4,216
Maintenance/Association					7,749

Utilities	5,514
Insurance	1,258
<del>———— SUBTOTAL OPERATING EXPENSES</del>	<del>\$ 18,737</del>
<del>TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES</del>	<del>\$ 42,263</del>
<del>SUBTOTAL SALARIES AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</del>	<del>\$ 302,729</del>
<del>INDIRECT COSTS (2.15%)</del>	<del>\$ 6,488</del>
<del><b>TOTAL LINE ITEM BUDGET FOR YEAR</b></del>	<del><b>\$ 309,217</b></del>

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

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

(23) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed twenty-eight percent (28%) of the actual salary expense claimed.

~~(4) Administrative costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than three percent (3%) for year.~~

(35) Mileage is limited to the amount allowed by IRS.

(4) Indirect cost includes administrative cost not directly charged to the program, including Executive Leadership, Accounting, Human Resources and Information Technology. Indirect costs



1 are based on 2.15% of total budget. In the event the rate is reduced, the reduction shall be afforded  
2 to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide  
3 notification to ADMINISTRATOR of any changes in the rate.

4 15. RECRUITMENT PRACTICES

5 15.1 CONTRACTOR shall use a formal recruitment plan, which complies with federal  
6 and State employment and labor regulations. CONTRACTOR shall hire staff with the education,  
7 language skills, and experience necessary to appropriately perform all functions, as described in  
8 this Agreement.

9 15.2 The number of direct service bilingual staff shall meet the needs of the community  
10 to be served.

11 15.3 CONTRACTOR may be required to submit employer's bilingual certification  
12 criteria and/or test results.

13 15.4 In the event of staff turnover, the CONTRACTOR will recruit and hire a  
14 replacement within thirty (30) calendar days.

15 15.5 CONTRACTOR shall specify the FTE percentage for each service for staff that  
16 provides more than one (1) service. The combined FTE for any individual staff may not exceed a  
17 1.0 maximum.

18 16. STAFF

19 CONTRACTOR shall provide the following described staff positions:

20 16.1 Administrative Assistant

21 16.1.1 Duties: Responsible for answering and transferring incoming telephone  
22 calls; oversees outgoing and incoming communication; provides customer service to program  
23 PARTICIPANTS; gather needed supplies for PARTICIPANTS (e.g. transportation ~~tokens~~passes,  
24 clothing, food, etc.); administrative support to staff members by assisting with various projects  
25 and data entry; assist in the coordination of community outreach efforts; prepares various  
26 schedules and documents using Microsoft Office Software; maintains office equipment; and stocks  
27 supplies.

28 16.1.2 Qualifications: High School diploma or General Educational Diploma

1 (GED), a minimum of eighteen (18) years of age, possess a minimum of two (2) years of  
 2 administrative experience, bilingual proficiency in Spanish, proficient in Microsoft Office  
 3 applications, and possess a valid California Driver's License and proof of automobile insurance.

4 16.2 ~~Advocate~~Peer Mentor

5 16.2.1 Duties: ~~Peer Advocate shall~~Mentor shall function as both a positive role  
 6 model ~~and mentor~~ for the PARTICIPANT in his/her family system and community; support Case  
 7 Manager with outreach and engagement; assist in leading life skills trainings; conduct initial  
 8 meeting with PARTICIPANT and parent/caregiver, ~~if appropriate, within ten (10) calendar days~~  
 9 ~~of receipt of referral; Be available to assist Youth Support Specialists with after hours crisis~~  
 10 ~~situations twenty four (24) hours a day, seven (7) days a week, including holidays, through an on-~~  
 11 ~~call system after normal direct service hours;~~ participate in a ~~volunteer~~CONTRACTOR agency  
 12 training prior to having any contact with PARTICIPANTS; and assist PARTICIPANT with  
 13 building community relationships and developing self-sufficiency skills.

14 16.2.2 Qualifications: ~~Minimum of one (1) year of experience in direct care~~  
 15 ~~service provision to the target population and have personal~~Have lived experience as a former  
 16 CSE youth and been out of the life for a minimum of one year;~~experience with CSE;~~ have effective  
 17 communication ~~proficient writing skills;~~ and must be a minimum of twenty ~~four (24)~~one (21) years  
 18 of age, unless authorized in writing by ADMINISTRATOR. ~~and have proficient writing skills.~~

19 16.3 ~~Case Manager~~/Youth Support Specialist

20 16.3.1 Duties: Provide outreach services to engage youth; provide orientations and  
 21 training for youth, staff, volunteers, and mentors; develop a one-on-one relationship with  
 22 PARTICIPANT by providing support, guidance, and concrete assistance, focusing on the needs of  
 23 the PARTICIPANT; participate in program development; provide direct assistance to program  
 24 PARTICIPANTS through outreach, intake, assessment, and ongoing counseling/case  
 25 management; facilitate monthly support group meetings; support each PARTICIPANT in  
 26 developing and meeting program goals; coordinate and/or provide transportation for each  
 27 PARTICIPANT to support delivery of core services as needed; maintain accurate records and  
 28 reports, as required by COUNTY; and Provide after-care support for PARTICIPANTS; and be

1 available to provide telephone support and in-person crisis de-escalation to target population  
 2 twenty-four (24) hours a day, seven (7) days a week, including holidays, through an on-call system  
 3 after normal direct service hours.

4 16.3.2 Qualifications: Bachelor's degree in Human Services, Sociology, Social  
 5 Work, Education, Psychology, or related field; a minimum of two (2) years of experience working  
 6 in a human services field and a minimum of one (1) year experience in direct or indirect service  
 7 provision to the target population. Must be at least twenty-four (24) years of age; possess a valid  
 8 California driver's license with proof of insurance; possess a strong understanding of adolescent  
 9 and child abuse issues, human development, trauma informed care, and the dynamics of sexual  
 10 exploitation of children; and proficiency in English is required, and bilingual based on community  
 11 need, is preferred.

12 16.4 On-Call Crisis Support Specialist~~Night Resident~~

13 16.4.1 Duties: Be available to provide telephone support and crisis de-escalation  
 14 to target population twenty-four (24) hours a day, seven (7) days a week, including holidays, and  
 15 after normal direct service hours; coordinate immediate, but no longer than two (2) hours response  
 16 time, in person crisis de-escalation services for PARTICIPANTS experiencing crisis. Stay current  
 17 on trafficking information, resources, programs, and legislation; and hold survivors accountable  
 18 to required nighttime rules and conditions that are part of the program.

19 16.4.2 Qualifications: High School Diploma required (Bachelor's degree in  
 20 Human Services field, preferred); minimum of two (2) years of experience working with CSE  
 21 youth or homeless youth and an understanding of the foster care population; must be a minimum  
 22 of twenty-four (24) years of age; and possess a valid California driver's license with proof of  
 23 insurance.

24 16.5 Program Manager~~Supervisor~~

25 16.5.1 Duties: Participate in overall program development; meet regularly with  
 26 survivors to help them create and implement their individual life plans; recruit, hire, and train  
 27 direct service staff; outreach/coordination to build relationships with partner service providers; be  
 28 available to provide telephone support and in-person crisis de-escalation to target population

1 twenty-four (24) hours a day, seven (7) days a week, including holidays, through an on-call system  
2 after normal direct service hours; coordinate immediate, but no longer than two (2) hours response  
3 time, in person crisis de-escalation services for PARTICIPANTS experiencing crisis; attend  
4 required COUNTY meetings; and coordination with ADMINISTRATOR and oversight of initial  
5 program implementation to ensure all program services are provided and program goals are on  
6 target.

7 16.5.2 Qualifications: Master's degree in Social Work, Psychology, Counseling,  
8 or related field and a minimum of one (1) year experience of progressively responsible social work  
9 casework experience working with clients who have been sexually trafficked and an understanding  
10 of the needs of the foster case population; possess experience in assigning and monitoring work of  
11 others; possess a basic understanding of adolescent and child abuse issues, human development,  
12 trauma informed care, and the dynamics of sexual exploitation of children; must be a minimum of  
13 twenty-four (24) years of age; and possess a valid California driver's license with proof of  
14 insurance.

15 ///

16 ///

17 ///