

AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST  
FOR THE PROVISION OF  
CHILD ABUSE PREVENTION AND INTERVENTION SERVICES

This ~~THIS~~ AGREEMENT, entered into this 1st day of July 2017 ~~2016~~, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and OLIVE CREST, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of sexual abuse counseling services for child abuse prevention and intervention services; and

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Sections 11203, 16501, and 1896:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2017, and terminate on June 30, 2018, unless earlier terminated pursuant to the provisions of Paragraph 44 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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, by the parties, their officers, agents or employees, shall be valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

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, employees and volunteers 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, STAFFING

2 4.1 CONTRACTOR agrees to provide those services, facilities, equipment  
3 and supplies as described in the Exhibit "A" to the Agreement between County  
4 of Orange and Olive Crest, for the Provision of Child Abuse Prevention and  
5 Intervention Services relating to sexual abuse services, attached hereto and  
6 incorporated herein by reference. CONTRACTOR shall operate continuously  
7 throughout the term of this Agreement with the number and type of staff  
8 described and as required for provision of services hereunder.

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

13 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send  
14 appropriate staff to attend an orientation session and subsequent training  
15 sessions given by COUNTY.

16 5. LICENSES AND STANDARDS

17 5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
18 required by the laws of the United States, State of California, County of  
19 Orange and all other appropriate governmental agencies to perform the services  
20 described in this Agreement, and agrees to maintain these licenses and permits  
21 in effect for the duration of this Agreement. Further, CONTRACTOR warrants  
22 that its employees shall conduct themselves in compliance with such laws and  
23 licensure requirements including, without limitation, compliance with laws  
24 applicable to sexual harassment and ethical behavior.

25 5.2 In the performance of this Agreement, CONTRACTOR shall comply,  
26 ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable  
27 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
28 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR

1 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit  
2 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable  
3 laws and regulations of the United States, State of California, County of  
4 Orange Social Services Agency and all administrative regulations, rules and  
5 policies adopted thereunder as each and all may now exist or be hereafter  
6 amended.

7 5.2.1 For Federally funded Agreements in the amount of \$25,000  
8 or more, CONTRACTOR certifies that its officers and/or principals are not  
9 debarred or suspended from Federal financial assistance programs and/or  
10 activities.

11 5.3 CONTRACTOR shall cooperate with the California Department of  
12 Social Services (CDSS) on the implementation, monitoring, and evaluation of  
13 the State's Child Abuse and Neglect Prevention and Intervention Program, and  
14 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all  
15 reporting and evaluation requirements established by CDSS.

16 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

17 6.1 Delegation and Assignment:

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

27 6.2 Subcontracts:

28 CONTRACTOR shall not subcontract for services under this Agreement

1 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
2 in writing to a subcontract, in no event shall the subcontract alter, in any  
3 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
4 be in writing and copies of same shall be provided to ADMINISTRATOR.  
5 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
6 require.

7 6.2.1 Subcontracts of \$25,000 or less:

8 CONTRACTOR shall develop a standard form Purchase Order,  
9 subject to prior written approval of ADMINISTRATOR, to be utilized for the  
10 purchase of services by CONTRACTOR when the cumulative total cost of the  
11 services to be provided by any organization is anticipated to be twenty-five  
12 thousand dollars (\$25,000) or less during the term of this Agreement. The  
13 basis for costs incurred by any such Purchase Order(s) shall be the actual  
14 cost of providing services or the usual and customary charges established by  
15 the organization(s) providing the services.

16 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

17 7.1 Form of Business Organization:

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

22 7.1.1 The form of CONTRACTOR's business organization, i.e.,  
23 proprietorship, partnership, corporation, etc.

24 7.1.2 A detailed statement indicating the relationship of  
25 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
26 individual.

27 7.1.3 A detailed statement indicating the relationship of  
28 CONTRACTOR to any subsidiary business organization or to any individual who

1 may be providing services, supplies, material or equipment to CONTRACTOR or in  
2 any manner does business with CONTRACTOR under this Agreement.

3 7.2 Change in Form of Business Organization:

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

11 7.3 Real Property Disclosure:

12 If CONTRACTOR is occupying any real property under any agreement,  
13 oral or written, where persons are to receive services hereunder, CONTRACTOR  
14 shall submit the following information in addition to a copy of the lease,  
15 license or rental agreement, as well as any other information requested, prior  
16 to the provision of services under this Agreement:

17 7.3.1 The location by street address and city of any such real  
18 property.

19 7.3.2 The fair market value of any such real property as such  
20 value is reflected on the most recently issued County Tax Collector's tax  
21 bill.

22 7.3.3 A detailed description of all existing and pending  
23 agreements, with respect to the use or occupation of any such real property.  
24 Such description shall include, but not be limited to:

25 7.3.3.1 The term duration of any rental, lease or  
26 license agreement;

27 7.3.3.2 The amount of monetary consideration to be  
28 paid to the lessor or licensor over the term of the rental, lease or license



1 agreement;

2 7.3.3.3 The type and dollar value of any other  
3 consideration to be paid to the lessor or licensor; and

4 7.3.3.4 The full names and addresses of all parties  
5 to any agreement concerning the real property and a listing of liens (if any)  
6 thereof, together with a listing by full names and addresses of all officers,  
7 directors and stockholders of any private corporation, and a similar listing  
8 of all general and limited partners of any partnership which is a party.

9 7.3.4 A listing by full names of all of CONTRACTOR's officers,  
10 directors and/or partners, members of its administrative and advisory boards,  
11 staff and consultants, who have any family relationship by marriage or blood  
12 with a party to any agreement concerning real property referred to in  
13 Subparagraph 7.3.3, immediately above, or who have any present or future  
14 financial interest in such person's business, whether the entity concerned is  
15 a corporation or partnership. Such listing shall also include the full names  
16 of all of CONTRACTOR's officers, directors, partners and those holding a  
17 financial interest. Included are members of its advisory boards, members of  
18 its staff and consultants, who have any family relationship by marriage or  
19 blood to an officer, director, or stockholder of the corporation or to any  
20 partner of the partnership. In preparing the latter listing, CONTRACTOR shall  
21 also indicate the names of the officers, directors, stockholders, or  
22 partner(s), as appropriate, and the family relationship which exists between  
23 such person(s) and CONTRACTOR's representatives listed.

24 7.3.5 True and correct copies of all agreements with respect to  
25 any such real property shall be appended to the documentation described above  
26 and made a part thereof. If, during the term of this Agreement, there is a  
27 change in the agreement(s) with respect to real property where persons receive  
28 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,

1 describing such changes.

2 8. NON-DISCRIMINATION

3 8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
4 shall not engage nor employ any unlawful discriminatory practices in the  
5 admission of clients, provision of services or benefits, assignment of  
6 accommodations, treatment, evaluation, employment of personnel or in any other  
7 respect on the basis of race, religious creed, color, national origin,  
8 ancestry, physical disability, mental disability, medical condition, genetic  
9 information, marital status, sex, gender, gender identity, gender expression,  
10 age, sexual orientation, military and veteran status or any other protected  
11 group in accordance with the requirements of all applicable Federal or State  
12 laws.

13 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
14 meets the lawful and applicable requirements of the U.S. Department of Health  
15 and Human Services.

16 8.3 CONTRACTOR shall furnish any and all information requested by  
17 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
18 books, records and accounts in order to ascertain CONTRACTOR's compliance with  
19 Paragraph 8 et seq.

20 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
21 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
22 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

23 8.5 Non-Discrimination in Employment:

24 8.5.1 All solicitations or advertisements for employees placed  
25 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
26 receive consideration for employment without regard to race, religious creed,  
27 color, national origin, ancestry, physical disability, mental disability,  
28 medical condition, genetic information, marital status, sex, gender, gender

1 identity, gender expression, age, sexual orientation, military and veteran  
2 status or any other protected group in accordance with the requirements of all  
3 applicable Federal or State laws. Notices describing the provisions of the  
4 equal opportunity clause shall be posted in a conspicuous place for employees  
5 and job applicants.

6 8.5.2 CONTRACTOR shall refer any and all employees desirous of  
7 filing a formal discrimination complaint to:

8 California Department of Social Services

9 Public Inquiry and Response Bureau

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

11 Sacramento, CA 95814

12 Telephone: (800) 952-5253

13 (800) 952-8349 (For the hard of hearing)

14 8.6 Non-Discrimination in Service Delivery:

15 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
16 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
17 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
18 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II  
19 of the Americans with Disabilities Act of 1990, as amended; California Civil  
20 Code Section 51 et seq., as amended; California Government Code (CGC) Sections  
21 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
22 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-  
23 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);  
24 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;  
25 and other applicable Federal and State laws, as well as their implementing  
26 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;  
27 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
28 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or

1 be hereafter amended. CONTRACTOR shall not implement any administrative  
2 methods or procedures which would have a discriminatory effect or which would  
3 violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter  
4 21-100. If there are any violations of this Paragraph, CDSS shall have the  
5 right to invoke fiscal sanctions or other legal remedies in accordance with  
6 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the  
7 issue may be referred to the appropriate Federal agency for further compliance  
8 action and enforcement of Subparagraph 8.6 et seq.

9 8.6.2 CONTRACTOR shall provide any and all clients desirous of  
10 filing a formal complaint any and all information as appropriate:

11 8.6.2.1 Pamphlet: "Your Rights Under California  
12 Welfare Programs" (PUB 13)

13 8.6.2.2 Discrimination Complaint Form

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

Office of Civil Rights  
50 U.N. Plaza, Room 322  
San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: Olive Crest  
2130 E. Fourth Street, Suite 200  
Santa Ana, CA 92705

9.2 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 notices, 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. ~~ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.~~

10. 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

1 respect thereto, to the other party.

2 11. INDEMNIFICATION

3 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
4 writing by COUNTY, and hold U.S. Department of Health and Human Services, the  
5 State, COUNTY, and their elected and appointed officials, officers, employees,  
6 agents and those special districts and agencies which COUNTY's Board of  
7 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from  
8 any claims, demands or liability of any kind or nature, including but not  
9 limited to personal injury or property damage, arising from or related to the  
10 services, products or other performance provided by CONTRACTOR pursuant to  
11 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a  
12 court of competent jurisdiction because of the concurrent active negligence of  
13 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will  
14 be apportioned as determined by the court. Neither party shall request a jury  
15 apportionment.

16 12. INSURANCE

17 12.1 Prior to the provision of services under this Agreement,  
18 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
19 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
20 endorsements required herein, necessary to satisfy COUNTY that the insurance  
21 provisions of this Agreement have been complied with. CONTRACTOR agrees, ~~and~~  
22 to keep such insurance coverage, Certificates of Insurance and endorsements  
23 ~~and the certificates therefore~~ on deposit with ADMINISTRATOR during the entire  
24 term of this Agreement. In addition, all subcontractors performing work on  
25 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
26 to the same terms and conditions as set forth herein for CONTRACTOR.

27 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
28 behalf of CONTRACTOR pursuant to this Agreement shall be covered under

1 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject  
2 to the same terms and conditions as set forth herein for CONTRACTOR.  
3 CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
4 than the level of coverage required by COUNTY from CONTRACTOR under this  
5 agreement. It is the obligation of Contractor ~~CONTRACTOR~~ to provide notice of  
6 the insurance requirements to every subcontractor and to receive proof of  
7 insurance prior to allowing any subcontractor to begin work. Such proof of  
8 insurance must be maintained by CONTRACTOR through the entirety of this  
9 Agreement for inspection by COUNTY representative(s) at any reasonable time.

10 12.3 ~~CONTRACTOR shall ensure that all subcontractors performing work on~~  
11 ~~behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject~~  
12 ~~to the same terms and conditions as set forth herein for CONTRACTOR.~~

13 12.4 All self-insured retentions (SIRs) ~~and deductibles~~ shall be  
14 clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles~~  
15 ~~apply, indicate this on the Certificate of Insurance with a zero (0) by the~~  
16 ~~appropriate line of coverage.~~ Any self-insured retention (SIR) or deductible  
17 in an amount in excess of fifty thousand dollars (\$50,000) ~~\$25,000 (\$5,000 for~~  
18 ~~automobile liability)), shall specifically be approved by the COUNTY's Risk~~  
19 ~~Manager, or designee, County Executive Office (CEO)/Office of Risk Management~~  
20 upon review of CONTRACTOR's current audited financial report. ~~If CONTRACTOR's~~

21 SIR is approved, CONTRACTOR, in addition to, and without limitation of, any  
22 other indemnity provision(s) in the Agreement, agrees to all of the following:

23 12.4.1 In addition to the duty to indemnify and hold COUNTY  
24 harmless against any and all liability, claim, demand or suit resulting from  
25 CONTRACTOR's, its agents, employee's or subcontractor's performance of this  
26 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with  
27 counsel approved by Board of Supervisors against same; and

28 12.4.2 CONTRACTOR's duty to defend, as state above, shall be

1 absolute and irrespective of any duty to indemnify or hold harmless; and

2 12.4.3 The provisions of California Civil Code Section 2860  
3 shall apply to any and all actions to which the duty to defend state above  
4 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though  
5 CONTRACTOR was an insurer and COUNTY was the insured.

6 12.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
7 the full term of this Agreement, COUNTY may terminate this Agreement.

8 12.6 Qualified Insurer:

9 12.6.1 The policy or policies of insurance required herein must  
10 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
11 Rating) and VIII (Financial Size Category as determined by the most current  
12 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
13 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
14 to do business in the state of California (California Admitted Carrier).

15 12.7 If the insurance carrier does not have an A.M. Best Rating of A-  
16 /VIII, the CEO/Office of Risk Management retains the right to approve or  
17 reject a carrier after a review of the company's performance and financial  
18 rating.

19 12.8 The policy or policies of insurance maintained by CONTRACTOR shall  
20 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence



1	Network Security & Privacy Liability	\$1,000,000 per claims made
2	Professional Liability Insurance	\$1,000,000 per claims made
3		\$1,000,000 aggregate
4	Sexual Misconduct Liability	\$1,000,000 per occurrence

12.9 Required Coverage Forms:

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

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

12.10 Required Endorsements:

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

12.10.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, ~~2010 or CG 2033~~ or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

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

12.10.2.1 An Additional Insured endorsement naming the

1 County of Orange, its elected and appointed officials, officers, agents and  
2 employees as Additional Insureds for its vicarious liability.

3 12.10.2.2 A primary and non-contributing endorsement  
4 evidencing that the CONTRACTOR's insurance is primary and any insurance or  
5 self-insurance maintained by the County of Orange shall be excess and non-  
6 contributing.

7 12.11 The Workers' Compensation policy shall contain a waiver of  
8 subrogation endorsement waiving all rights of subrogation against the County  
9 of Orange, its elected and appointed officials, officers, agents and employees  
10 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

11 12.12 All insurance policies required by this Agreement shall waive all  
12 rights of subrogation against the County of Orange, its elected and appointed  
13 officials, officers, agents and employees when acting within the scope of  
14 their appointment or employment.

15 12.13 CONTRACTOR shall notify COUNTY in writing within thirty (30) days  
16 of any policy cancellation and ten (10) days for non-payment of premium and  
17 provide a copy of the cancellation notice to COUNTY. Failure to provide  
18 written notice of cancellation may constitute a material breach of the  
19 contract, upon which the COUNTY may suspend or terminate this Agreement.

20 12.14 If CONTRACTOR's Professional Liability and Network Security &  
21 Privacy Liability policy is a "claims made" policy, CONTRACTOR shall agree to  
22 maintain Professional Liability and Network Security & Privacy coverage for  
23 two (2) years following completion of this Agreement.

24 12.15 The Commercial General Liability policy shall contain a  
25 severability of interests clause also known as a "separation of insureds"  
26 clause (standard in the ISO CG 0001 policy).

27 12.16 Insurance certificates should be mailed to COUNTY at the address  
28 indicated in Paragraph 9 of this Agreement.

1 12.17 If CONTRACTOR fails to provide the insurance certificates and  
2 endorsements within seven (7) days of notification by CEO/County Procurement  
3 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

4 12.18 COUNTY expressly retains the right to require CONTRACTOR to  
5 increase or decrease insurance of any of the above insurance types throughout  
6 the term of this Agreement. Any increase or decrease in insurance will be as  
7 deemed by County of Orange Risk Manager as appropriate to adequately protect  
8 COUNTY.

9 12.19 COUNTY shall notify CONTRACTOR in writing of changes in the  
10 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
11 certificates of insurance and endorsements with COUNTY incorporating such  
12 changes within thirty (30) days of receipt of such notice, this Agreement may  
13 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
14 entitled to all legal remedies.

15 12.20 The procuring of such required policy or policies of insurance  
16 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
17 fulfill the indemnification provisions and requirements of this Agreement, nor  
18 act in any way to reduce the policy coverage and limits available from the  
19 insurer.

20 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

21 CONTRACTOR shall report to COUNTY:

22 13.1 Any accident or incident relating to services performed under this  
23 Agreement ~~which~~ **that** involves injury or property damage which may result in  
24 the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such  
25 report shall be made in writing within twenty-four (24) hours of occurrence.

26 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
27 from or **relating** ~~related~~ to services performed by CONTRACTOR under this  
28 Agreement. Such report shall be submitted to COUNTY within twenty-four (24)

1 hours of occurrence.

2 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
3 property. Such report shall be submitted to COUNTY within twenty-four (24)  
4 hours of occurrence.

5 13.4 Any loss, disappearance, destruction, misuse or theft of any kind  
6 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR  
7 under the term of this Agreement. Such report shall be submitted to COUNTY  
8 within twenty-four (24) hours of occurrence.

9 14. CONFLICT OF INTEREST

10 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
11 any actions or conditions that could result in a conflict with the best  
12 interests of COUNTY. This obligation shall apply to CONTRACTOR and  
13 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and  
14 third parties associated with accomplishing the work hereunder.

15 14.2 CONTRACTOR's efforts shall include, but not be limited to,  
16 establishing precautions to prevent its employees or agents from making,  
17 receiving, providing, or offering gifts, entertainment, payments, loans or  
18 other considerations which could be deemed to appear to influence individuals  
19 to act contrary to the best interests of COUNTY.

20 15. ANTI-PROSELYTISM PROVISION

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

25 16. SUPPLANTING GOVERNMENT FUNDS

26 CONTRACTOR shall not supplant any Federal, State or COUNTY funds  
27 intended for the purposes of this Agreement with any funds made available  
28 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY

1 for, or apply sums received from COUNTY with respect to, that portion of its  
2 obligations which have been paid by another source of revenue. CONTRACTOR  
3 agrees that it shall not use funds received pursuant to this Agreement, either  
4 directly or indirectly, as a contribution or compensation for purposes of  
5 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY  
6 program without prior written approval of ADMINISTRATOR.

7 17. EQUIPMENT

8 17.1 All items purchased with funds provided under this Agreement, or  
9 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of  
10 at least five thousand dollars (\$5,000), including sales tax, shall be  
11 considered Capital Equipment. Title to all Capital Equipment shall, upon  
12 purchase, vest and remain in COUNTY. The use of such items of Capital  
13 Equipment is limited to the performance of this Agreement. Upon the  
14 termination of this Agreement, CONTRACTOR shall immediately return any items  
15 of Capital Equipment to COUNTY or its representatives, or dispose of them in  
16 accordance with the directions of ADMINISTRATOR.

17 CONTRACTOR further agrees to the following:

18 17.1.1 To maintain all items of Capital Equipment in good  
19 working order and condition, normal wear and tear excepted.

20 17.1.2 To label all items of Capital Equipment, do periodic  
21 inventories as required by ADMINISTRATOR and to maintain an inventory list  
22 showing where and how the Capital Equipment is being used, in accordance with  
23 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
24 ADMINISTRATOR within ten (10) days of any request therefore.

25 17.1.3 To report in writing to ADMINISTRATOR immediately after  
26 discovery, the loss or theft of any items of Capital Equipment. For stolen  
27 items, the local law enforcement agency must be contacted and a copy of the  
28 police report submitted to ADMINISTRATOR.

1           17.1.4 To purchase a policy or policies of insurance covering  
2 loss or damage to any and all Capital Equipment purchased under this  
3 Agreement, in the amount of the full replacement value thereof, providing  
4 protection against the classification of fire, extended coverage, vandalism,  
5 malicious mischief and special extended perils (all risks) covering the  
6 parties' interests as they appear.

7           17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
8 requested in writing, shall require the prior written approval of  
9 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
10 appropriate and directly related to CONTRACTOR's service or activity under the  
11 terms of this Agreement. COUNTY may refuse reimbursement for any costs  
12 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
13 if prior written approval has not been obtained from ADMINISTRATOR.

14           17.3 Personal Computer Equipment:

15           No personal computers and/or personal electronic devices, such as  
16 tablets and laptop computers, or any component thereof may be purchased with  
17 funds provided under this Agreement.

18           18. BREACH SANCTIONS

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

24           18.1 Afford CONTRACTOR a time period within which to cure the breach,  
25 which period shall be established by ADMINISTRATOR; and/or

26           18.2 Discontinue reimbursement to CONTRACTOR for and during the period  
27 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
28 later recovery; and/or

1           18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
2 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

5           19.   PAYMENTS

6               19.1 Maximum Contractual Obligation:

7               The maximum obligation of COUNTY under this Agreement shall be  
8 \$208,224, or actual allowable costs, whichever is less.

9               19.2 Allowable Costs:

10              During the term of this Agreement, COUNTY shall pay CONTRACTOR  
11 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
12 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by  
13 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
14 for anticipated allowable costs that will be incurred by CONTRACTOR for June  
15 2018, during the month of such anticipated expenditure.

16              19.3 Match:

17              In providing services pursuant to this Agreement, CONTRACTOR shall  
18 provide a match in an amount no less than ten percent (10%) of the amount paid  
19 to CONTRACTOR by COUNTY during the term of this Agreement. CONTRACTOR shall  
20 not use government funds to provide its match without prior written approval  
21 by the government agency providing the funds and ADMINISTRATOR. The match  
22 shall be reflected on the monthly invoice and shall be deducted from payments  
23 made by COUNTY to CONTRACTOR. In the event there is a portion of the match  
24 unpaid at the termination of this Agreement, it shall be deducted from any  
25 monies owed CONTRACTOR by COUNTY or paid to COUNTY upon demand.

26              19.4 Claims:

27              19.4.1 CONTRACTOR shall submit monthly claims to be received by  
28 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for

1 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
2 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
3 claim the next business day. COUNTY holidays include New Year's Day, Martin  
4 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
5 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
6 Friday after Thanksgiving, and Christmas Day.

7 19.4.2 All claims must be submitted on a form approved by  
8 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
9 source documents with the monthly claim, including, inter alia, a monthly  
10 statement of services, general ledgers, supporting journals, time sheets,  
11 invoices, canceled checks, receipts and receiving records, some of which may  
12 be required to be copied. Source documents that CONTRACTOR must submit shall  
13 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
14 shall retain all financial records in accordance with Paragraph 25 (Records,  
15 Inspections, and Audits) of this Agreement.

16 19.4.3 Payments should be released by COUNTY within a reasonable  
17 time period of approximately thirty (30) days after receipt of a correctly  
18 completed claim form and required supporting documentation.

19 19.4.4 Year End and Final Claims:

20 19.4.4.1 CONTRACTOR shall submit a final claim by no  
21 later than August 30, 2018. Claims received after August 30<sup>th</sup> may, at  
22 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify  
23 the date upon which the final claim must be received, upon written notice to  
24 CONTRACTOR.

25 19.4.4.2 The basis for final settlement shall be the  
26 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,  
27 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,  
28 to the maximum obligation of COUNTY. In the event that any overpayment has



1 been made, COUNTY may offset the amount of the overpayment against the final  
2 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
3 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
4 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
5 event an overpayment has been made.

6 20. OVERPAYMENTS

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

20 21. OUTSTANDING DEBT

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

24 22. REVENUE

25 22.1 Whenever CONTRACTOR receives any money specifically designated for  
26 use in programs funded through this Agreement, excluding any funds specified  
27 as a CONTRACTOR match under this Agreement, such monies shall be considered to  
28 be a cost off-set and treated as a reduction against the amount claimed by

1 CONTRACTOR.

2 22.2 CONTRACTOR is not required to apply grants or gifts which are  
3 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY  
4 participates.

5 22.3 CONTRACTOR may establish and utilize a sliding fee schedule,  
6 approved by ADMINISTRATOR, to determine client fees for services provided.  
7 However, CONTRACTOR shall not refuse services to clients referred by  
8 ADMINISTRATOR because of inability or unwillingness to pay said fees.

9 22.4 CONTRACTOR shall make every reasonable effort to collect all  
10 available third party reimbursement for which client may be eligible. Public  
11 and private insurance carriers shall be billed on the basis of CONTRACTOR's  
12 customary charges, if applicable.

13 22.5 Fees and revenues received by CONTRACTOR from or on behalf of  
14 clients, including from public or private insurance carriers, shall be  
15 deducted from any billings to COUNTY and shall reduce any obligation of COUNTY  
16 under this Agreement.

17 23. FINAL REPORT

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

23 24. INDEPENDENT AUDIT

24 24.1 CONTRACTOR shall employ a licensed certified public accountant who  
25 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
26 related expenditures during the term of this Agreement in compliance with the  
27 ~~OMB Circular A-133, Audits of States, Local Governments and Non-Profit~~  
28 ~~Organizations~~ 31 USC 7501-7507, as well as its implementing regulations under

1 2 CFR Part 200, Uniform Administrative, Cost Principals, and Audit Regulations  
2 for Federal Awards. The audit must be performed in accordance with generally  
3 accepted government auditing standards and Title 2 CFR Part 230. CONTRACTOR  
4 shall cooperate with COUNTY, State and/or Federal agencies to ensure that  
5 corrective action is taken within six (6) months after issuance of all audit  
6 reports with regard to audit exceptions.

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

15 25. RECORDS, INSPECTIONS AND AUDITS

16 25.1 Financial Records:

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

22 25.1.2 CONTRACTOR shall establish and maintain reasonable  
23 accounting, internal control and financial reporting standards in conformity  
24 with generally accepted accounting principles established by the American  
25 Institute of Certified Public Accountants and to the satisfaction of  
26 ADMINISTRATOR.

27 25.2 Client Records:

28 25.2.1 CONTRACTOR shall prepare and maintain accurate and

1 complete records of clients served and dates and type of services provided  
2 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

3 25.2.2 CONTRACTOR shall keep all COUNTY data provided to  
4 CONTRACTOR during the term(s) of this Agreement. ~~All client records related to~~  
5 ~~services provided under the terms of this Agreement shall be retained by~~  
6 CONTRACTOR for a minimum of five (5) years from the date of final payment  
7 under this Agreement or until all pending COUNTY, State and Federal audits are  
8 completed, whichever is later. These records shall be stored in Orange  
9 County, unless CONTRACTOR requests and COUNTY provides written approval for  
10 the right to store the records in another county. Notwithstanding anything to  
11 the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish  
12 control with respect to ~~client records~~ COUNTY data to COUNTY in accordance  
13 with Subparagraph 44.2.

14 25.2.3 COUNTY may refuse payment for a claim if client records  
15 are determined by COUNTY to be incomplete or inaccurate. In the event client  
16 records are determined to be incomplete or inaccurate after payment has been  
17 made, COUNTY may treat such payment as an overpayment within the provisions of  
18 this Agreement.

19 25.3 Public Records:

20 ~~With the exception of client records or other records referenced~~  
21 ~~in Paragraph 31, entitled Confidentiality~~ To the extent permissible under the  
22 law, all records, including but not limited to, reports, audits, notices,  
23 claims, statements and correspondence, required by this Agreement may be  
24 subject to public disclosure. COUNTY will not be liable for any such  
25 disclosure.

26 25.4 Inspections and Audits:

27 25.4.1 The U.S. Department of Health and Human Services,  
28 Comptroller General of the United States, Director of CDSS, State Auditor-

1 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
2 Department, or any of their authorized representatives, shall have access to  
3 any books, documents, papers and records, including medical records, of  
4 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
5 for the purpose of financial monitoring. Further, all the above mentioned  
6 persons have the right at all reasonable times to inspect or otherwise  
7 evaluate the work performed or being performed under this Agreement and the  
8 premises in which it is being performed.

9 25.4.2 CONTRACTOR shall make its books and financial records  
10 available within the borders of Orange County within ten (10) days of receipt  
11 of written demand by ADMINISTRATOR.

12 25.4.3 In the event CONTRACTOR does not make available its books  
13 and financial records within the borders of Orange County, CONTRACTOR agrees  
14 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
15 designee, necessary to obtain CONTRACTOR's books and financial records.

16 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
17 COUNTY's liability to the State or Federal government or any agency thereof  
18 resulting from any disallowances or other audit exceptions to the extent that  
19 such liability is attributable to CONTRACTOR's failure to perform under this  
20 Agreement.

21 25.5 Evaluation Studies:

22 25.5.1 CONTRACTOR shall participate as requested by COUNTY in  
23 research and/or evaluative studies designed to show the effectiveness and/or  
24 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
25 project.

26 26. PERSONNEL DISCLOSURE

27 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
28 all personnel providing services hereunder, including résumés and job

1 applications. Changes to the list will be immediately provided to  
2 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
3 application. The list shall include:

4 26.1.1 Names and dates of birth of all full or part-time  
5 personnel by title, including volunteer personnel, whose direct services are  
6 required to provide the programs described herein;

7 26.1.2 A brief description of the functions of each position and  
8 the hours each person works each week; or for part-time personnel, each day or  
9 month, as appropriate;

10 26.1.3 The professional degree, if applicable, and experience  
11 required for each position; and

12 26.1.4 The language skill, if applicable, for all personnel.

13 26.2 Where authorized by law, CONTRACTOR's employment applications  
14 shall require applicants to provide detailed information regarding the  
15 conviction of a crime by any court, for offenses other than minor traffic  
16 offenses. Information not disclosed in the employment application discovered  
17 subsequent to the hiring or promotion of any applicant shall be cause for  
18 termination of that employee from the performance of services under this  
19 Agreement.

20 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
21 COUNTY, a clearance on the following public websites the names and dates of  
22 birth for all employees and/or volunteers who will have direct, interactive  
23 contact with clients served through this Agreement: U.S. Department of Justice  
24 National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
25 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

26 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
27 COUNTY, a criminal record background check on all employees (direct service  
28 and administrative) funded through this Agreement and also all non-funded

1 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
2 interactive contact with clients served through this Agreement. Background  
3 checks conducted through the California Department of Justice shall include a  
4 check of the California Central Child Abuse Index, when  
5 applicable. Candidates will satisfy background checks consistent with this  
6 paragraph and their performance of services under this Agreement.

7 26.5 In the event a record is revealed through the processes described  
8 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with  
9 CONTRACTOR on appropriateness of personnel providing services through this  
10 Agreement.

11 26.6 CONTRACTOR warrants that all persons employed or otherwise  
12 assigned by CONTRACTOR to provide services under this Agreement have  
13 satisfactory past work records and/or reference checks indicating their  
14 ability to perform the required duties and accept the kind of responsibility  
15 anticipated under this Agreement. CONTRACTOR shall maintain records of  
16 background investigations and reference checks undertaken and coordinated by  
17 CONTRACTOR for each employee and/or volunteer assigned to provide services  
18 under this Agreement for a minimum of five (5) years from the date of final  
19 payment under this Agreement or until all pending COUNTY, State and Federal  
20 audits are completed, whichever is later, in compliance with all applicable  
21 laws.

22 26.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
23 arrest and/or subsequent conviction, for offenses other than minor traffic  
24 offenses, of any paid employee and/or volunteer staff performing services  
25 under this Agreement, when such information becomes known to CONTRACTOR.  
26 ADMINISTRATOR may determine whether such employee and/or volunteer may  
27 continue to provide services under this Agreement and shall provide notice of  
28 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply

1 with ADMINISTRATOR's decision shall be deemed a material breach of this  
2 Agreement, pursuant to Paragraph 18 above.

3 26.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
4 staff performing work hereunder and any proposed changes in CONTRACTOR's  
5 staff.

6 26.9 COUNTY shall have the right to require CONTRACTOR to remove any  
7 employee from the performance of services under this Agreement. At the  
8 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

9 26.10 CONTRACTOR shall notify COUNTY immediately when staff is  
10 terminated for cause from working on this Agreement.

11 26.11 Disqualification, if any, of CONTRACTOR staff, pursuant to  
12 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
13 work in accordance with the terms and conditions of this Agreement.

14 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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



1 connection with any alleged violation of any Federal or State statutes or  
2 regulations pertaining to the eligibility for employment of any persons  
3 performing work under this Agreement.

4 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

5 28.1 In order to comply with child support enforcement requirements of  
6 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
7 of the award of this Agreement:

- 8 (a) in the case of an individual contractor, his/her name, date of  
9 birth, Social Security number and residence address;
- 10 (b) in the case of a contractor doing business in a form other than as  
11 an individual, the name, date of birth, Social Security number and  
12 residence address of each individual who owns an interest of ten  
13 percent (10%) or more in the contracting entity;
- 14 (c) a certification that CONTRACTOR has fully complied with all  
15 applicable Federal and State reporting requirements regarding its  
16 employees; and
- 17 (d) a certification that CONTRACTOR has fully complied with all  
18 lawfully served Wage and Earnings Assignment Orders and Notices of  
19 Assignment, and will continue to so comply.

20 28.2 The failure of CONTRACTOR to timely submit the data or  
21 certifications required by subsections (a), (b), (c), or (d), or to comply  
22 with all Federal and State employee reporting requirements for child support  
23 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
24 Orders and Notices of Assignment shall constitute a material breach of this  
25 Agreement, and failure to cure such breach within sixty (60) calendar days of  
26 notice from COUNTY shall constitute grounds for termination of this Agreement.

27 28.3 It is expressly understood that this data will be transmitted to  
28 governmental agencies charged with the establishment and enforcement of child

1 support orders, and for no other purpose.

2 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

14 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

20 31. CONFIDENTIALITY

21 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
22 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
23 and all other provisions of law, and regulations promulgated thereunder  
24 relating to privacy and confidentiality, as each may now exist or be hereafter  
25 amended.

26 31.2 All records and information concerning any and all persons  
27 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
28 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,

1 agents, and subcontractors, ~~CONTRACTOR's staff, agents, employees and~~  
2 ~~volunteers~~. CONTRACTOR shall require all of its employees, ~~volunteers,~~  
3 agents, subcontractors and ~~partners~~ ~~volunteer staff~~ who may provide services  
4 for CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR  
5 before commencing the provision of any such services, to maintain the  
6 confidentiality of any and all materials and information with which they may  
7 come into contact, or the identities or any identifying characteristics or  
8 information with respect to any and all participants referred to CONTRACTOR by  
9 COUNTY, except as may be required to provide services under this Agreement or  
10 to those specified in this Agreement as having the capacity to audit  
11 CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall  
12 comply with any audits specified in Paragraph 25, provide reports and any  
13 other information required by COUNTY in the administration of this Agreement,  
14 and as otherwise permitted by law.

15 31.3 CONTRACTOR shall inform all of its employees, ~~volunteers,~~ agents,  
16 subcontractors, ~~volunteers~~ and partners of this provision and that any person  
17 violating the provisions of said ~~California~~ state law may be guilty of a  
18 crime.

19 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
20 be subject to the confidentiality requirements of this Agreement.

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

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

1           31.5.2 CONTRACTOR must receive prior written approval of the  
2 Juvenile Court before allowing any child to be interviewed, photographed or  
3 recorded by any publication or organization or to appear on any radio,  
4 television or internet broadcast or make any other public appearance. Such  
5 approval shall be requested through child's Social Worker.

6   32.   SECURITY

7           32.1 CONTRACTOR shall immediately notify COUNTY of any and all  
8 unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is  
9 aware or has knowledge. After such notification, CONTRACTOR shall, at its own  
10 expense:

11           32.1.1 Investigate to determine the nature and extent of the  
12 unauthorized disclosure.

13           32.1.2 Contain the incident by, among things, attempting to  
14 recover records, revoking access and/or correcting weaknesses in security.  
15 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred  
16 by COUNTY arising out of or in connection with the unauthorized disclosure as  
17 legally required.

18           32.2 For services provided under this Agreement, CONTRACTOR shall  
19 ensure that all confidential information must be held in the strictest  
20 confidence, can only be accessed by those with a need to know and is protected  
21 to prevent unauthorized or inadvertent access. Confidential electronic  
22 information must be stored in an encrypted format. Confidential information  
23 stored in a paper format must be transported, handled, secured and destroyed  
24 in a manner that to prevent unauthorized access.

25   33.   COPYRIGHT ACCESS

26           The U.S. Department of Health and Human Services, the CDSS, and COUNTY  
27 will have a royalty-free, nonexclusive and irrevocable license to publish,  
28 translate, or use, now and hereafter, all material developed under this

1 Agreement including those covered by copyright.

2 34. WAIVER

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

11 35. PETTY CASH

12 CONTRACTOR is authorized to establish a petty cash fund in an amount not  
13 to exceed one thousand dollars (\$1,000).

14 36. PUBLICITY

15 36.1 Information and solicitations, prepared and released by  
16 CONTRACTOR, concerning the services provided under this Agreement shall state  
17 that the program, wholly or in part, is funded through COUNTY, State and  
18 Federal government funds.

19 36.2 CONTRACTOR shall not disclose any details in connection with this  
20 Agreement to any person or entity except as may be otherwise provided  
21 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
22 identify its services and related clients to sustain itself, COUNTY shall not  
23 inhibit CONTRACTOR from publishing its role under this Agreement within the  
24 following conditions:

25 36.2.1 CONTRACTOR shall develop all publicity material in a  
26 professional manner; and

27 36.2.2 During the term of this Agreement, CONTRACTOR shall not,  
28 and shall not authorize another to, publish or disseminate any commercial

1 advertisements, press releases, feature articles, or other materials using the  
2 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
3 unreasonably withhold written consent.

4 36.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.  
5 The use and/or reproduction of COUNTY's name and/or logo for any purpose,  
6 including commercial advertisement, promotional purposes, announcements,  
7 displays or press releases, without COUNTY's prior written consent is  
8 expressly prohibited.

9 37. COUNTY RESPONSIBILITIES

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

12 38. REFERRALS

13 38.1 CONTRACTOR shall provide services to individuals referred by  
14 ADMINISTRATOR.

15 39. REPORTS

16 39.1 CONTRACTOR shall provide information deemed necessary by  
17 ADMINISTRATOR to complete any State-required reports related to the services  
18 provided under this Agreement.

19 39.2 CONTRACTOR shall maintain records and submit reports containing  
20 such data and information regarding the performance of CONTRACTOR's services,  
21 costs or other data relating to this Agreement, as may be requested by  
22 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
23 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

24 40. ENERGY EFFICIENCY STANDARDS

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

28 41. ENVIRONMENTAL PROTECTION STANDARDS

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

6 41.1 No facility to be utilized in the performance of the proposed  
7 grant has been listed on the EPA List of Violating Facilities;

8 41.2 It will notify COUNTY prior to award of the receipt of any  
9 communication from the Director, Office of Federal Activities, U.S. EPA,  
10 indicating that a facility to be utilized for the grant is under consideration  
11 to be listed on the EPA List of Violating Facilities; and

12 41.3 It will notify COUNTY and EPA about any known violation of the  
13 above laws and regulations.

14 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
15 FEDERAL TRANSACTIONS

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

24 A. The definitions and prohibitions contained in the clause at  
25 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence  
26 Certain Federal Transactions, included in this solicitation, are hereby  
27 incorporated by reference in Paragraph (B) of this certification.

1           B.     The offeror, by signing its offer, hereby certifies to the  
2 best of his or her knowledge and belief as of December 23, 1989, that

3                   1)     No Federal appropriated funds have been paid or will  
4 be paid to any person for influencing or attempting to influence an officer or  
5 employee of any agency, a Member of Congress, an officer or employee of  
6 Congress, or an employee of a Member of Congress on his or her behalf in  
7 connection with the awarding of any Federal contract, the making of any  
8 Federal grant, the making of any Federal loan, the entering into of any  
9 cooperative agreement, and the extension, continuation, renewal, amendment or  
10 modification of any Federal contract, grant, loan or cooperative agreement;

11                   2)     If any funds other than Federal appropriated funds  
12 (including profit or fee received under a covered Federal transaction) have  
13 been paid, or will be paid, to any person for influencing or attempting to  
14 influence an officer or employee of any agency, a Member of Congress, an  
15 officer or employee of Congress, or an employee of a Member of Congress on his  
16 or her behalf in connection with this solicitation, the offeror shall complete  
17 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying  
18 Activities, to the Contracting Officer; and

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

23           C.     Submission of this certification and disclosure is a  
24 prerequisite for making or entering into this Agreement imposed by Section  
25 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
26 this provision or who fails to file or amend the disclosure form to be filed  
27 or amended by this provision, shall be subject to a civil penalty of not less  
28 than \$10,000, and not more than \$100,000, for each such failure.



1 43. POLITICAL ACTIVITY

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

5 44. TERMINATION PROVISIONS

6 44.1 ADMINISTRATOR may terminate this Agreement without penalty  
7 immediately with cause or after thirty (30) days written notice without cause,  
8 unless otherwise specified. Notice shall be deemed served on the date of  
9 mailing. Cause shall include but not be limited to ~~be defined as~~ any breach  
10 of contract, any partial misrepresentation whether negligent or willful, ~~or~~  
11 fraud on the part of CONTRACTOR, discontinuance of the services for reasons  
12 within CONTRACTOR's reasonable control, and repeated or continued violations  
13 of COUNTY ordinances unrelated to performance under this Agreement that in the  
14 reasonable opinion of COUNTY indicate a willful or reckless disregard for  
15 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
16 terminate this Agreement shall relieve COUNTY of all further obligations under  
17 this Agreement.

18 44.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days  
19 prior to the expiration date of this Agreement, or upon notice of termination  
20 of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with  
21 ADMINISTRATOR in the orderly transfer of service responsibilities, active case  
22 records, and pertinent documents. The Transition Period may be modified as  
23 agreed upon in writing by the Parties. During the Transition Period, service  
24 and data access shall continue to be made available to COUNTY without  
25 alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
26 transitioning all data in the format determined by COUNTY.

27 44.3 In the event of termination of this Agreement, cessation of  
28 business by CONTRACTOR or any other event preventing CONTRACTOR from

1 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data  
2 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if  
3 requested to do so on such media as reasonably requested by COUNTY, even if  
4 COUNTY is then or is alleged to be in breach of this Agreement.

5 44.4 The obligations of COUNTY under this Agreement are contingent upon  
6 the availability of Federal and/or State funds, as applicable, for the  
7 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
8 for the services hereunder in the budget approved by the Orange County Board  
9 of Supervisors each fiscal year this Agreement remains in effect or operation.  
10 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
11 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
12 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
13 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
14 notification of such determination. CONTRACTOR shall immediately comply with  
15 ADMINISTRATOR's decision.

16 44.5 If any term, covenant, condition, or provision of this Agreement  
17 or the application thereof is held invalid, void, or unenforceable, the  
18 remainder of the provisions in this Agreement shall remain in full force and  
19 effect and shall in no way be affected, impaired, or invalidated thereby.

20 45. GOVERNING LAW AND VENUE

21 This Agreement has been negotiated and executed in the State of  
22 California and shall be governed by and construed under the laws of the State  
23 of California, without reference to conflict of law provisions. In the event  
24 of any legal action to enforce or interpret this Agreement, the sole and  
25 exclusive venue shall be a court of competent jurisdiction located in Orange  
26 County, California, and the parties hereto agree to and do hereby submit to  
27 the jurisdiction of such court, notwithstanding Code of Civil Procedure  
28 Section 394. Furthermore, the parties specifically agree to waive any and all

rights to request that an action be transferred for trial to another county.

46. SIGNATURE IN COUNTERPARTS

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

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

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ATTACHMENT H

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
DONALD VERLEUR CHAIRWOMAN  
CHIEF EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS  
OLIVE CREST 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  
OLIVE CREST  
FOR THE PROVISION OF  
CHILD ABUSE PREVENTION AND INTERVENTION SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide sexual abuse intervention and prevention counseling services to families who have been referred by Administrator and whose children have been sexually abused, including victims of Commercial Sexual Exploitation and children identified as high risk for Commercial Sexual Exploitation (CSEC), ~~by either a family member or someone outside of the home and referred by ADMINSTRATOR.~~

1.2 Families served shall hereafter be referred to as FAMILY/FAMILIES. Family members served shall hereafter be referred to as CLIENT/CLIENTS. CONTRACTOR shall render individual, family/conjoint, and/or group sexual abuse counseling services to the following CLIENTS referred by SSA:

- 1.2.1 The victim;
- 1.2.2 The siblings, ~~if deemed appropriate;~~
- 1.2.3 The non-offending parent;
- 1.2.4 The caregiver, ~~if deemed appropriate;~~
- 1.2.5 The ~~in-home perpetrator, that is, a perpetrator who has access to the child and/or is a resident of the domicile who lives in the same home as the victim;~~ and

1                   1.2.6    The ~~out-of-home~~ perpetrator who does not live in the same  
2 home as the victim but ~~, where~~ SSA services are mandated, ~~that is, a~~  
3 ~~perpetrator who does not have access to the child or is not a resident of the~~  
4 ~~domicile.~~

5                   1.3    ~~Whereas~~ FAMILIES generally have had allegations sustained by  
6 Juvenile Court and may be involved in criminal proceedings.

7                   1.4    Contractor shall also accept referrals for CLIENTS who are not  
8 involved in a court proceeding but are voluntarily working with SSA. ~~a part~~  
9 ~~of the target population may be working with SSA on a voluntary basis without~~  
10 ~~such Juvenile Court involvement.~~

11                   2.    WORKLOAD STANDARDS

12                   2.1    For purposes of this Agreement, CONTRACTOR and ADMINISTRATOR agree  
13 to the following:

14                   2.1.1    Each hour of counseling shall be counted as one (1)  
15 ~~service~~ hour ~~of service~~ regardless of the number of FAMILY members being  
16 served.

17                   ~~CONTRACTOR's workload standards with respect to Exhibit A to this~~  
18 ~~Agreement are as follows:~~ Contractor shall:

19                   2.1.2    Provide a minimum of one thousand four hundred fifty  
20 (1,450) aggregate ~~service~~ hours of sexual abuse counseling, inclusive of all  
21 modalities (individual, family/conjoint, and/or group counseling), per fiscal  
22 year (July 1 to June 30), during the term of this Agreement.

23                   2.1.3    Provide individual, family/conjoint, and/or group sexual  
24 abuse counseling services to a minimum of one hundred forty (140) new CLIENTS  
25 per fiscal year, during the term of this Agreement.

26                   2.2    CONTRACTOR shall report on the distribution of ~~counseling~~ ~~service~~  
27 hours provided and number of CLIENTS/FAMILIES served per modality on a monthly  
28 basis, ~~as specified in Subparagraph 8.2.1 of this Exhibit A.~~

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide sexual abuse counseling services Monday through Friday, from 8:00 a.m. to 8:00 p.m., and Saturdays as needed by FAMILIES and CLIENTS, ~~except COUNTY holidays as established by the Orange County Board of Supervisors. However,~~ CONTRACTOR is encouraged, but not required, to provide the contracted services on County holidays, whenever possible. At a minimum, fifty percent (50%) of direct services shall be available from 5:00 p.m. to 8:00 p.m., Monday through Friday. Services shall be available Saturdays to accommodate the needs of FAMILIES and CLIENTS.

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any all-day closure outside of COUNTY's holiday schedule and Sundays. Failure of CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon itself all fiscal obligations related to non-COUNTY holiday(s) and shall be deemed a material breach of this Agreement, ~~pursuant to Paragraph , and shall not be reimbursed.~~

4. SERVICES4.1 Service delivery period:

4.1.1 Contractor shall provide Individual and/or family/conjoint counseling services ~~shall be provided for up to~~ for twenty-six (26) consecutive weekly sessions, immediately following and not including the intake assessment (hereinafter referred to as "intake") or as otherwise designated by SSA described in Subparagraph 4.4 of this Exhibit A. Contractor shall provide Group counseling ~~shall be provided for up to~~ for twelve (12) weeks, ~~as specified in Subparagraph 4.5.7.3 of this Exhibit A, or as otherwise~~

1 designated by SSA. CLIENTS may receive more than one modality at any time  
2 during service delivery, as ~~stated on the referral or as the result of the~~  
3 ~~intake~~ approved by SSA.

4 4.1.2 CONTRACTOR may submit an Extension Request to provide  
5 services for individual and/or family/conjoint counseling beyond the twenty-  
6 six (26) session service period for an additional twenty-six (26) weeks of  
7 services, per Subparagraph 5.6 of this Exhibit A. Group counseling is not  
8 eligible for extensions.

9 4.2 Specialized Services:

10 CONTRACTOR shall provide expert ~~or specialized~~ treatment services  
11 for the following:

12 4.2.1 Sibling perpetrators, adolescent perpetrators, female  
13 perpetrators, male perpetrators, female victims, male victims, non-offending  
14 parents or parties, victims of human trafficking, perpetrators of human  
15 trafficking, or groups treating various degrees of sexual abuse victimization.

16 4.2.2 FAMILY members and/or CLIENTS with substance abuse,  
17 domestic abuse, and/or mental health issues.

18 4.2.3 Contractor shall use, when clinically appropriate,  
19 Evidenced Based Practices, including but not limited to Trauma Focused  
20 Cognitive Behavioral Therapy (TF-CBT) to effectively serve CLIENTS who have  
21 been involved or exposed to trauma-inducing experiences.

22 4.2.4 Contractor shall use Trauma Focused Cognitive Behavioral  
23 Therapy (TF-CBT) to effectively serve CLIENTS ~~who have been involved or~~  
24 ~~exposed to trauma-inducing experiences~~. TF-CBT is a component-based treatment  
25 model that incorporates trauma-sensitive interventions with cognitive,  
26 behavioral, family and humanistic principles and techniques to provide a  
27 structure addressing the multi-faceted needs of sexual abuse victims and their  
28 families. This model aids families in their recovery from trauma and grief in



1 a time-limited fashion.

2 4.3 Orientation:

3 4.3.1 CONTRACTOR shall provide ~~to each adult CLIENT an one (1)~~  
4 ~~hour~~ Orientation to each adult CLIENT, adult caregiver of a CHILD CLIENT,  
5 and/or CHILD age 12 and older. The Orientation, conducted by CONTRACTOR's  
6 ~~Sexual Abuse Counselor(s) (SAC)~~ Licensed Therapist and/or Registered Intern  
7 will ~~to~~ explain the rules and expectations of the program, including the  
8 relationship of the program with SSA, child abuse reporting, no show policy  
9 and terminations, services provided, emergency procedures, confidentiality,  
10 and scheduling of appointments. Each CLIENT shall be given an information  
11 packet in their primary language that contains all materials covered in this  
12 session.

13 4.3.2 Orientations may be conducted for individual CLIENTS or  
14 in groups, whichever allows the CLIENT to receive the Orientation promptly in  
15 order to start services without delay. Orientation groups shall be limited to  
16 twenty (20) CLIENTS, or as otherwise approved by ADMINISTRATOR.

17 4.4 Assessment and Treatment Plan:

18 4.4.1 Licensed Therapists and/or Registered Interns ~~SACs~~ shall  
19 conduct an intake for all CLIENTS referred ~~in order~~ to clearly identify the  
20 CLIENT's/FAMILY's problem behaviors and needs, and chart the most effective  
21 and efficient course of counseling to address those needs.

22 4.4.2 The intake shall include a social family history, mental  
23 status exam, substance abuse evaluation, domestic violence evaluation, and an  
24 Assessment and Treatment Plan (ATP), for all CLIENTS referred. If domestic  
25 violence is identified, a safety plan shall be developed with the CLIENT.

26 4.4.3 An ATP is an outcome-oriented, written statement  
27 containing problem identification and measurable goals in behavioral terms  
28 with the specific interventions to be used during the service period, and

1 should be consistent with the reason(s) for referral. The ATP shall also  
2 contain the CLIENT's and/or FAMILY's strengths, support systems, resources and  
3 needs, and motivation. Additionally, the ATP shall list all contacts with  
4 CLIENT(S)/FAMILY, CFS assigned Senior Social Worker (hereinafter referred to  
5 as "SSW"), and collateral sources, and all scheduled appointments the  
6 CLIENT(S)/FAMILY fail to keep.

7 4.4.4 A maximum of three (3), fifty (50) minute sessions per  
8 CLIENT/FAMILY may be used to complete the intake. The intake shall be  
9 independent of any sessions providing direct counseling services and shall not  
10 be included in the count for number of counseling sessions.

11 4.4.5 Revised ATP:

12 CONTRACTOR shall complete a Revised ATP upon SSA's  
13 request or when a FAMILY's treatment goals or plan needs to be modified or  
14 changed after an original ATP has been submitted. Concurrence by the SSW with  
15 any revised ATP shall be documented prior to implementing the changes.

16 4.5 Service Requirements:

17 4.5.1 Sexual abuse counseling services, ~~as deemed appropriate~~  
18 ~~by the intake,~~ shall begin within five (5) business days following completion  
19 of the ATP or as otherwise approved by Administrator and/or SSW.

20 4.5.2 On-site, supervised child care shall be provided when  
21 CLIENTS are receiving services.

22 4.5.3 Services shall be outcome driven and identify indicators  
23 that accurately reflect progress toward the stated service delivery goals.  
24 The CLIENT's/FAMILY's gains (or lack thereof) after intervention shall be  
25 measured, and changes in the CLIENT/FAMILY over the course of the service  
26 period shall be described in monthly Progress Reports (both telephonic and  
27 paper) and the Termination Report, per Subparagraphs 4.9, 8.1.2, and 8.1.3 of  
28 this Exhibit A.

## ATTACHMENT H

1           4.5.4    CONTRACTOR shall identify ~~and address~~ the FAMILY's  
2 immediate basic needs, which could include housing, food, and clothing, ~~by~~  
3 ~~referring them~~ and refer the FAMILY to appropriate community resources.

4           4.5.5    ~~Except in circumstances beyond CONTRACTOR's control,~~  
5 ~~CONTRACTOR shall be expected~~ Contractor shall use its best efforts to maintain  
6 the assignment of the same staff to a particular CLIENT/FAMILY in order to  
7 establish trust and preserve continuity for the CLIENT/FAMILY.

### 4.5.6    Individual and family/conjoint counseling:

8           4.5.6.1    If the adults are in the family/conjoint  
9 modality, then the Children in the FAMILY may be treated by the same Licensed  
10 Therapist and/or Registered Intern SAC ~~providing services to the adults in the~~  
11 ~~family/conjoint modality.~~

12           4.5.6.2    If the adults are in ~~in~~ the individual  
13 counseling modality, then the children in the FAMILY shall not be treated by  
14 the same Licensed Therapist and/or Registered Intern SAC ~~providing individual~~  
15 ~~counseling services to the adults.~~

16           4.5.6.3    For any modality, the perpetrator in the  
17 FAMILY shall not be treated by the same Licensed Therapist and/or Registered  
18 Intern SAC treating the victim(s) in that FAMILY, and shall not receive  
19 treatment on the same days as victims, their siblings, or the non-offending  
20 parent.

21           4.5.6.4    A child perpetrator who resides with the  
22 victim(s) may be scheduled for services on the same day as the victim(s)  
23 and/or the non-offending parent.

### 4.5.7    Group Counseling:

24           4.5.7.1    Group counseling shall include a minimum of  
25 two (2) unrelated CLIENTS and a maximum of twelve (12) unrelated CLIENTS. The  
26 client in group counseling cannot have related cases or family members.

1                   4.5.7.2       Groups shall be available in the languages of  
2 English and Spanish, and, as needed, in Vietnamese.

3                   4.5.7.3       Group modules shall be ~~up to~~ twelve (12)  
4 weeks in duration, or as otherwise designated by SSA, and CLIENTS may attend  
5 more than one (1) group.

6                   4.5.7.4       Groups of seven (7) CLIENTS or less require  
7 only one Licensed Therapist and/or Registered Intern SAC. Groups of eight (8)  
8 to twelve (12) CLIENTS shall be co-led by at least ~~one~~ two (2) Licensed  
9 Therapists and/or Registered Interns SAC ~~and a second co-leader, who may be a~~  
10 ~~Registered Intern.~~

11                  4.5.7.5       Groups for sexual abuse victims and sexual  
12 abuse perpetrators shall be conducted at different times to ensure CLIENTS do  
13 not have contact with each other.

14                  4.6    Pre-and Post-Tests:

15                  4.6.1    CONTRACTOR shall administer pre- and post-tests, which  
16 measure changes in CLIENTS/FAMILIES. The pre-test shall be administered  
17 during the CLIENT's/FAMILY's intake and the post-test will be administered  
18 during the termination session.

19                  4.7    Community Resource Linkages:

20                  4.7.1    CONTRACTOR shall capitalize on opportunities to provide  
21 integrated, coordinated, and easily accessible resources and link the FAMILY  
22 to them, including familiarizing the FAMILY with the community Family Resource  
23 Center, if one is in their area. CONTRACTOR shall also teach the FAMILY how  
24 to independently obtain assistance and/or services through community resources  
25 and shall follow up to find out if the FAMILY was successful in obtaining  
26 assistance.

27                  4.7.2    CONTRACTOR shall network with other agencies to ensure  
28 FAMILIES secure the necessary services to meet their on-going needs.

4.8 Quality Assurance/Quality Control:

4.8.1 Utilization Review: ADMINISTRATOR shall conduct Utilization Reviews (URs) to evaluate CONTRACTOR's compliance with required documentation, record-keeping, and service delivery performance. ADMINISTRATOR will determine the frequency of URs and provide advance notification to CONTRACTOR to ensure that specified staff is in attendance. ADMINISTRATOR will provide CONTRACTOR with oral and written feedback regarding UR findings. In the event that unresolvable differences of opinion arise regarding the UR findings, the dispute shall be submitted to the CFS Director for final resolution. Nothing in this section shall limit the County's ability to terminate this agreement pursuant to Paragraph 44.

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

4.8.3 At minimum, CONTRACTOR shall conduct:

4.8.3.1 Monthly internal monitoring of case files to ensure program compliance and consistent use and documentation of clinical best practices.

4.8.3.2 Monthly staff meetings to coordinate treatment provided to CLIENTS/FAMILIES. The SSWs shall be notified and invited to attend two weeks (2) in advance.

4.8.3.3 Bi-monthly group supervision meetings to

1 review the most critical cases. The assigned SSWs shall be notified and  
2 invited to attend two weeks (2) in advance.

3 4.9 Case Management:

4 Case consultation between ~~SACs~~ Licensed Therapist and/or  
5 Registered Intern and SSW or Supervisor, if SSW is unavailable, shall occur  
6 monthly by telephone conversation to discuss progress and concerns of  
7 CLIENTS/FAMILIES.

8 4.10 Staff Training and Supervision:

9 4.10.1 At minimum and at no cost to COUNTY, CONTRACTOR shall  
10 ensure that Licensed Therapists and Registered Interns ~~SACs~~ complete the  
11 following:

12 4.10.1.1 An initial seven (7) hour training course on  
13 spousal/partner abuse/domestic violence issues must be completed within six  
14 (6) months of hiring.

15 4.10.1.2 A six (6) hour refresher training course on  
16 spousal/partner abuse/domestic violence issues within the period covered by  
17 the term of this Agreement.

18 4.10.1.3 Three (3) hours of TF-CBT training ~~per year~~  
19 ~~for each of the three (3) years~~ during the term of this Agreement.

20 4.10.1.4 Twelve (12) hours of specialized training in  
21 the identification and treatment of child victims of sexual exploitation  
22 (CSEC).

23 4.10.1.5 Ensure that at least one (1) Licensed  
24 Therapist has completed Eye-Movement Desensitization Reprocessing basic  
25 training.

26 4.10.2 CONTRACTOR shall be required to send staff to COUNTY-  
27 sponsored training, if requested by SSA.

28 4.10.3 The Program Director shall provide a minimum of one (1)

1 hour of individual supervision per week and two (2) hours of group supervision  
2 per month to all direct service staff.

3 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

4 ~~In addition to providing the services described in Paragraph 4 of this~~  
5 ~~Exhibit A,~~ CONTRACTOR agrees to:

6 5.1 Provide services that are family-centered, family-friendly, and  
7 culturally responsive.

8 5.2 Appear and testify at Juvenile Court hearings, when subpoenaed  
9 requested by Administrator.

10 5.3 Prohibit ~~volunteers and student interns~~ anyone employed under this  
11 Agreement from transporting CLIENTS under any circumstances.

12 5.4 Advise SSW when there is a reasonable reason to believe suspicion  
13 that a CLIENT may be abusing drugs and/or alcohol.

14 5.5 Ensure that a Licensed Therapist and Registered Interns are  
15 available throughout the term of this Agreement in order to provide services  
16 to CLIENTS.

17 5.6 Extension Request Requirements:

18 5.6.1 Request and obtain CFS' prior written approval for any  
19 extension of services beyond the defined service period of twenty-six (26)  
20 sessions, ~~applicable for open CFS cases only~~ and in a form approved by  
21 ADMINISTRATOR. Extensions are only permitted in CFS cases.

22 5.6.2 Submit request to CFS at least thirty (30) calendar days  
23 in advance of the originally scheduled service termination date that includes  
24 treatment goals justifying service extension.

25 5.6.3 CONTRACTOR understands that continuing services beyond  
26 the specified service period without a written approved extension request ~~on~~  
27 ~~file~~ will result in CONTRACTOR incurring upon itself all fiscal obligations  
28 related to those services.

1                   5.6.4    CONTRACTOR shall be responsible for documenting and  
2 tracking all dates of services, including start and end dates.

3                   ~~5.6.5    Extension requests on closed CFS cases shall not be~~  
4 ~~approved. Should CONTRACTOR provide services to a CLIENT/FAMILY that does not~~  
5 ~~have an open CFS case, CONTRACTOR will incur upon itself all fiscal~~  
6 ~~obligations related to those services.~~

7                   5.7    No Show Policy Compliance:

8                   CONTRACTOR shall:

9                   5.7.1    Unless the CLIENT/FAMILY calls CONTRACTOR at least  
10 twenty-four (24) hours in advance of a scheduled appointment (including  
11 Orientation, intake, or counseling session) to reschedule a time ~~within the~~  
12 ~~same calendar week (Monday to Sunday)~~, alert the SSW of the missed appointment  
13 (No Show) by telephone within two (2) business days ~~after the missed~~  
14 ~~appointment.~~

15                   5.7.2    Then send a written "No Show" letter, ~~on an Administrator~~  
16 ~~approved form approved as to form by ADMINISTRATOR~~, to the CLIENT/FAMILY in  
17 the appropriate primary language, with a copy to the SSW. If the CLIENT's  
18 primary language is other than English, CONTRACTOR shall also send a copy of  
19 the English language version of the letter to the SSW. A copy of every No  
20 Show letter, in applicable languages, shall be filed in CLIENT's file.

21                   5.7.3    Suspend services if the CLIENT/FAMILY accumulates three  
22 (3) No Shows.

23                   5.7.4    The SSW may reinstate the CLIENT/FAMILY to continue to  
24 receive services within ten (10) business days of receipt of the third No Show  
25 letter. A CLIENT/FAMILY may be reinstated only once during the service  
26 period; however, exceptions may be made by the SSW for a CLIENT/FAMILY with a  
27 court-ordered case plan. In such cases, CONTRACTOR shall schedule the  
28 reinstated CLIENT/FAMILY in the next available service slot and shall obtain a



1 new release of information form from CLIENT/FAMILY.

2 5.7.5 Terminate CLIENT/FAMILY after ten (10) business days, if  
3 SSW does not request that the CLIENT/FAMILY be reinstated.

4 5.8 Special Incident Report Requirements:

5 5.8.1 CONTRACTOR shall make telephone contact with SSW, SSW's  
6 supervisor, or CFS Officer of the Day immediately in the event of any incident  
7 of unusual, aggressive, or high-risk behavior by a CLIENT/FAMILY, or any  
8 unusual incident experienced by CONTRACTOR as directly related to this  
9 Agreement, or if there are any injuries suffered by any party in the delivery  
10 of services to a SSA CLIENT/FAMILY. In the event CONTRACTOR is not able to  
11 speak directly with SSW, SSW's supervisor or CFS Officer of the Day,  
12 CONTRACTOR shall leave a voice message for the CFS Officer of the Day.

13 5.8.2 CONTRACTOR shall document the incident by completing the  
14 Special Incident Report form provided by SSA. CONTRACTOR shall submit the  
15 Special Incident Report to both Contract Administrator and CFS Program Liaison  
16 within one (1) business day of the incident and must place a copy in the  
17 CLIENT's/FAMILY's case file.

18 6. FACILITIES

19 Administrative services under this Agreement shall be provided at:  
20 Olive Crest  
21 2130 E. Fourth Street, Suite 200  
22 Santa Ana, CA 92705

23 CONTRACTOR and ADMINISTRATOR may agree in writing as to the  
24 facility(ies) and location(s) where services shall be provided without  
25 changing COUNTY's maximum obligation.

26 7. FAMILY CASE RECORDS

27 CONTRACTOR shall maintain on each CLIENT/FAMILY:

28 7.1 Case Notes, which shall:

7.1.1 Be completed, signed and dated by ~~SAC~~ the Licensed

1 Therapist and/or Registered Intern for every entry.

2 7.1.2 Detail the SAC's Licensed Therapist's and/or Registered  
3 Intern's observations and interactions with the CLIENT/FAMILY consistent with  
4 the ATP or Monthly Progress Report.

5 7.1.3 Record when case was staffed/reviewed with supervisor.

6 7.1.4 Document case consultations, including challenges to be  
7 addressed, team members present, decisions made, and updated interventions,  
8 progress made and estimated termination date. ~~Record monthly staffings when  
9 any FAMILY members are served, document their progress, and estimated  
10 termination date.~~

11 7.1.5 Document all written and verbal communications with the  
12 SSW.

13 7.1.6 Document any incidents requiring a Special Incident  
14 Report.

15 7.2 Case records on each CLIENT/FAMILY, which shall include, ~~but not~~  
16 CLIENT's name, address, phone number, and employment information.

17 7.2.1 Names, birth dates, and sex of all FAMILY members.

18 7.2.2 Names of other persons in the home and their relationship  
19 to the FAMILY.

20 7.2.3 Referral Form and any other referral documentation  
21 provided by COUNTY.

22 7.2.4 ATP and, when applicable, Revised ATP.

23 7.2.5 Pre- and Post-Tests.

24 7.2.6 Monthly Progress Reports.

25 7.2.7 Termination Report.

26 7.2.8 Social and family histories.

27 7.2.9 Case notes.

28 7.2.10 Copy(ies) of No Show letters.

1                   7.2.11 Supervisory review of case.

2                   7.2.12 Case staffing.

3                   7.2.13 Referrals to community resource linkages and follow-up  
4 documentation.

5                   7.2.14 Fee assessment/financial information forms.

6                   7.2.15 Authorization to release information between  
7 ADMINISTRATOR and CONTRACTOR.

8           8.     REPORTS

9                   In a format approved by ADMINISTRATOR, CONTRACTOR shall prepare and  
10 submit written reports, including but not limited to:

11                 8.1     CONTRACTOR shall submit to CFS:

12                   8.1.1     ATP:

13                                 8.1.1.1     As described in Subparagraph 4.4 of this  
14 Exhibit A, within thirty (30) calendar days of completing the first intake  
15 session.

16                                 8.1.1.2     Revised ATP, as described in Subparagraph  
17 4.4.5 of this Exhibit A, within two (2) business days of completion.

18                   8.1.2     Monthly Progress Report:

19                                 By the tenth (10th) calendar day of each month for each  
20 FAMILY/CLIENT served during the preceding month. Progress Reports are not  
21 required in months an ATP, Revised ATP or Termination Report is completed.  
22 This Progress Report shall be submitted directly to the SSW and shall include,  
23 but not be limited to:

24                                 8.1.2.1     All contacts made with CLIENT, SSW and  
25 collateral sources during the month,

26                                 8.1.2.2     All CLIENT No Shows,

27                                 8.1.2.3     CLIENT's progress during the month in meeting  
28 goals and objectives outlined in the ATP,

1                   8.1.2.4     All community resources/referrals given by  
2 CONTRACTOR to CLIENT during the month, and

3                   8.1.2.5     Other items pertinent to this Exhibit A.

4                   8.1.3     Termination Report (TR):

5                   Within fifteen (15) days of termination of services for  
6 each FAMILY/CLIENT terminating services during the preceding month. This TR  
7 shall include, but not be limited to:

8                   8.1.3.1     A summary of all information required on the  
9 Monthly Progress Report identified in Subparagraph 8.1.2 of this Exhibit A.

10                  8.1.3.2     All community resources/referrals given by  
11 CONTRACTOR to CLIENT for follow-up services,

12                  8.1.3.3     CLIENT's ongoing issues/concerns,

13                  8.1.3.4     The reason services were terminated, and

14                  8.1.3.5     Other items pertinent to this Exhibit A.

15                  8.1.4     Reports on Closed CFS Cases:

16                  ATPs, Monthly Progress Reports, and TRs prepared and  
17 submitted for closed CFS cases shall indicate "Closed CFS Case" in the field  
18 for SSW's name.

19                  8.2     CONTRACTOR shall submit to Contract Administrator:

20                  8.2.1     Workload Standards Report:

21                  By the tenth (10th) calendar day of each month, to  
22 include the following information for the preceding month:

23                  8.2.1.1     Number of new CLIENTS/FAMILIES referred per  
24 treatment modality (individual, family/conjoint, and/or group counseling),

25                  8.2.1.2     Referral source,

26                  8.2.1.3     Number of new CLIENTS/FAMILIES served per  
27 treatment modality,

28                  8.2.1.4     Number of hours of direct services provided

per treatment modality.

8.2.1.5 Number of hours provided for Orientations and intakes.

8.2.1.6 Number of English, Spanish, and Vietnamese speaking CLIENTS/FAMILIES served.

8.2.1.7 Number of collateral service hours provided.

8.2.1.8 Number of FAMILIES participating in Family Team Meetings.

8.2.1.9 Number of hours spent at Juvenile Court.

8.2.1.10 Number of active cases at the end of the month.

8.2.1.11 Number of cases closed during the month, and

8.2.1.12 Number of English, Spanish, and Vietnamese speaking CLIENTS/FAMILIES on waitlist and date of next anticipated opening.

9. MEETINGS

9.1 Contractors' Forum:

CONTRACTOR shall attend Contractors' Forum meetings as scheduled by ADMINISTRATOR.

9.2 Family Team Meetings:

CONTRACTOR's direct service staff shall participate in family team meetings at ADMINISTRATOR's request.

9.3 CONTRACTOR shall attend other service related meetings as requested by ADMINISTRATOR.

10. BUDGET FOR SEXUAL ABUSE COUNSELING SERVICES

10.1 The annual budget for services provided from July 1, 2016 2017 through June 30, 2017 2018, pursuant to Exhibit A of this Agreement is set forth as follows:

<u>SALARIES</u>	<u>FTE<sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
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ATTACHMENT H

1	<u>DIRECT SERVICE POSITIONS</u>			
2	Licensed Therapist, Bilingual Spanish	0.25	30.50	\$15,860
3	Licensed Therapist (In-Kind) <sup>(6)</sup>	0.25	33.00	\$17,160
4	Registered Intern, Bilingual Spanish	1.00	26.50	\$53,000
5	Registered Intern	0.50	26.50	\$26,000
6	Family Services Assistant, Bilingual Spanish	0.60	16.00	19,000
7	<u>SUBTOTAL DIRECT SERVICE SALARIES</u>			\$131,020
8	<u>DIRECT SERVICE BENEFITS<sup>(3)(6)</sup> (17%)</u>			21,219
9	<u>SUBTOTAL DIRECT SALARIES AND BENEFITS</u>			\$152,239
10	<u>ADMINISTRATIVE POSITIONS</u>			
11	Program Director	0.30	33.00	\$20,592
12	Regional Director	0.05	42.00	4,368
13	Administrative Assistant	0.20	16.00	6,446
14	<u>SUBTOTAL ADMINISTRATIVE SALARIES</u>			\$31,406
15	<u>ADMINISTRATIVE SERVICE BENEFITS<sup>(3)</sup> (17%)</u>			5,339
16	<u>SUBTOTAL ADMINISTRATIVE SALARIES AND BENEFITS</u>			\$ 36,745
17	<u>SUBTOTAL ALL SALARIES AND BENEFITS</u>			\$188,984
18	<u>SERVICES AND SUPPLIES</u>			
19	Office Expenses			\$ 900
20	Program Expense			700
21	Telephone			2,000
22	Mileage <sup>(4)</sup>			250
23	<u>SUBTOTAL SERVICES AND SUPPLIES</u>			\$ 3,850
24	<u>OPERATING EXPENSES</u>			
25	Facility Lease/Rental			\$ 3,000
26	Equipment Lease/Rental			350
27	Maintenance			2,000
28	Utilities			3,600
29	Insurance			2,000
30	Training			1,257
31	Indirect Costs <sup>(5)</sup> (12% of total line item budget)			24,605
32	<u>SUBTOTAL OPERATING EXPENSES</u>			36,812
33	<u>SUBTOTAL SALARIES AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u>			\$229,646
34	<u>Less Revenue</u>			600

ATTACHMENT H

1	Less In-Kind <sup>(6)</sup> Match (at least 10% of total line item budget)	<u>20,822</u>
2	TOTAL MAXIMUM COUNTY OBLIGATION FOR FY 2017-18	<u>\$ 208,224</u>

	<u>FTE<sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
5	<u>SALARIES</u>		
6	<u>DIRECT SERVICE POSITIONS</u>		
7	Sexual Abuse Counselor, MFT	0.50	\$ 31,200
8	Sexual Abuse Counselor	0.20	11,232
9	Sexual Abuse Counselor, Bilingual Spanish	0.80	43,264
10	Sexual Abuse Counselor/Registered Intern, Bilingual Spanish	0.25	14,040
11	Sexual Abuse Counselor, Bilingual Spanish	0.25	14,040
12	Family Services Assistant, Bilingual Spanish	0.60	18,720
13	SUBTOTAL DIRECT SERVICE SALARIES		\$ 132,496
14	DIRECT SERVICE BENEFITS <sup>(3)</sup> (17%)		22,524
15	SUBTOTAL DIRECT SALARIES AND BENEFITS		\$ 155,020
16	<u>ADMINISTRATIVE POSITIONS</u>		
17	Program Director, MFT	0.30	\$ 18,720
18	Executive Director, MFT	0.05	4,784
19	Administrative Assistant	0.20	6,240
20	SUBTOTAL ADMINISTRATIVE SALARIES		\$ 29,744
21	ADMINISTRATIVE SERVICE BENEFITS <sup>(3)</sup> (18%)		5,354
22	SUBTOTAL ADMINISTRATIVE SALARIES AND BENEFITS		\$ 35,098
23	SUBTOTAL ALL SALARIES AND BENEFITS		\$ 190,118
24	<u>SERVICES AND SUPPLIES</u>		
25	Office Expenses		\$ 943
26	Program Expense		700
27	Telephone		995
28	Mileage <sup>(4)</sup>		204
29	SUBTOTAL SERVICES AND SUPPLIES		\$ 2,842
30	<u>OPERATING EXPENSES</u>		
31	Facility Lease/Rental		\$ 1,724
32	Equipment Lease/Rental		500
33	Maintenance		1,600
34	Utilities		3,575

ATTACHMENT H

1	Insurance	3,200
	Training	1,100
2	Indirect Costs <sup>(5)</sup> (12% of total line item budget)	<u>24,987</u>
3	<del>SUBTOTAL OPERATING EXPENSES</del>	<del>36,686</del>
4	<del>SUBTOTAL SALARIES AND BENEFITS, SERVICES AND SUPPLIES, AND</del>	
	<del>OPERATING EXPENSES</del>	<del>\$229,646</del>
5	Less Revenue	600
6	Less (Cash) Match (at least 10% of total line item budget)	<u>20,822</u>
7	<del>TOTAL MAXIMUM COUNTY OBLIGATION FOR FY 2016-17</del>	<del>\$208,224</del>

8 (1) For hourly employees, Full-Time Equivalent (FTE) is defined as the  
 9 amount of time (stated as a percentage) the position will be providing  
 10 services under the terms of this Agreement. This percentage is based upon a  
 11 40-hour work week. For salaried employees, FTE is defined as the amount of  
 12 time (stated as a percentage) the position will be paid for under the terms of  
 13 this Agreement, regardless of the number of hours actually worked.

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

16 (3) Medical, dental, Workers' Compensation, payroll taxes, and, for staff  
 17 assigned at least ~~0.80~~ 0.75 FTE, vacation accrual and sick leave limited to  
 18 period of employment during the term of this Agreement and contingent upon  
 19 availability of funding.

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

21 (5) Indirect costs include administrative costs not directly charged to  
 22 the program, including accounting, payroll, Information Technology, marketing,  
 23 management, administrative support, and Human Resources.

24 (6) In-kind match is comprised of the projected salary and benefits for  
 25 the .25 FTE Licensed Therapist position (520 hours per year at \$33.00 =  
 26 \$17,160 and benefits at 17% = \$2,917 totaling \$20,077) plus cash, if necessary  
 27 to ensure that match equals 10% of the total line item budget.  
 28



1           10.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
2 notice, to add, delete or modify line items and/or amounts and/or the number  
3 and type of FTE positions without changing COUNTY's maximum obligation as  
4 stated in Subparagraph 19.1 of this Agreement or reducing the level of service  
5 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 44.4  
6 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation  
7 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually  
8 agree in writing to proportionately reduce the service goals as set forth in  
9 this Exhibit.

10       11. STAFF

11           11.1 CONTRACTOR shall provide the following with respect to language  
12 capabilities:

13                   11.1.1 Direct service staff fluent in and possessing the ability  
14 to prepare written reports in English.

15                   11.1.2 Direct services staff proficient in the ability to speak  
16 and write in the specified second language (Spanish or Vietnamese).

17                   11.1.3 A minimum seventy percent (70%) of direct service staff  
18 proficient in Spanish.

19                   11.1.4 Direct service staff proficient in Vietnamese, as  
20 necessary, to serve the needs of Vietnamese monolingual CLIENTS/FAMILIES.

21       11.2 CONTRACTOR shall provide the following described staff positions:

22           11.2.1 ~~Executive~~ Regional Director

23                   Duties:

24                           11.2.1.1 Provide oversight for Sexual Abuse Counseling  
25 Services.

26                           11.2.1.2 Responsible for Quality Assurance/Quality  
27 Control functions referenced in Subparagraph 4.8.3 of this Exhibit.

28                           11.2.1.3 Supervise ~~Administrative Assistant~~ Program

1 Director.

2 Qualifications:

3 11.2.1.4 Master's degree in Social Work (MSW),  
4 Psychology, or related field.

5 11.2.1.5 Licensed as a Licensed Clinical Social Worker  
6 (LCSW), Marriage and Family Therapist (MFT), or Clinical Psychologist.

7 11.2.1.6 Minimum two (2) years combined clinical and  
8 supervisory experience.

9 ~~11.2.1.7 Current and valid TF-CBT certificate.~~

10 11.2.2 Program Director

11 Duties:

12 11.2.2.1 Supervise all direct service staff, including  
13 ~~Sexual Abuse Counselors~~ Licensed Therapists, Registered Interns, ~~s~~ and Family  
14 Services Assistant and Administrative Assistant.

15 11.2.2.2 Provide direct service staff with a minimum  
16 of one (1) hour of individual supervision per week for direct service staff  
17 and two (2) hours of group supervision per month.

18 11.2.2.3 Ensure overall program compliance.

19 11.2.2.4 Assist with Quality Assurance/Quality Control  
20 functions referenced in Subparagraph 4.8.3 of this Exhibit A.

21 Qualifications:

22 11.2.2.5 MSW or Master's degree in psychology and  
23 licensed as a LCSW, or MFT; or Ph.D. in psychology, sociology, social work, or  
24 related field.

25 11.2.2.6 Minimum two (2) years combined clinical and  
26 administrative experience.

27 11.2.2.7 Thirty (30) hours of training in child abuse  
28 issues.

1 11.2.2.8 Current TF-CBT certificate.

2 11.2.2.9 Strong administrative, teaching, and clinical  
3 skills.

4 11.2.3 Sexual Abuse Counselor (SAC) Licensed Therapist

5 Duties:

6 11.2.3.1 Provide individual, family/conjoint, and  
7 group counseling services; and conduct Orientations and intakes.

8 11.2.3.2 Attend individual and group supervision  
9 meetings.

10 11.2.3.3 Complete required program documentation and  
11 comply with program requirements.

12 11.2.3.4 Complete twenty (20) hours of ongoing  
13 training in child abuse issues per contract year.

14 11.2.3.5 Complete at least three (3) hours of TF-CBT  
15 training during the term of this Agreement.

16 Qualifications:

17 11.2.3.6 MSW or Master's degree in psychology,  
18 sociology, or related field and licensed as a LCSW, or MFT; or Ph.D. in  
19 psychology, sociology, social work, or related field.

20 11.2.3.7 Minimum one (1) year of experience in the  
21 treatment of sexually abused children and their families.

22 11.2.3.8 At least a minimum of one (1) Licensed  
23 Therapist must be bilingual in Spanish.

24 11.2.4 Registered Intern

25 Duties:

26 11.2.4.1 Same as SAC Licensed Therapist, as described  
27 in Subparagraphs 11.2.3.1 through 11.2.3.5 of this Exhibit A.

28 Qualifications:

1 11.2.4.2 MSW or Master's degree in psychology, or  
2 related field, and requiring clinical supervision to apply for licensure  
3 either as an LCSW, MFT, or Clinical Psychologist.

4 11.2.4.3 California Board of Behavioral Sciences (BBS)  
5 registered LCSW intern, registered MFT intern, or registered Psychology  
6 Assistant.

7 11.2.5 Family Services Assistant

8 Duties:

9 11.2.5.1 Provide child care for CLIENTS/FAMILIES  
10 during their sexual abuse counseling sessions.

11 11.2.5.2 Assist in developing community resources.

12 Qualifications:

13 11.2.5.3 Two (2) years college-level education or  
14 equivalent experience in psychology, social work, human services, or related  
15 field.

16 11.2.5.4 Experience working with children and  
17 families.

18 11.2.6 Administrative Assistant

19 Duties:

20 11.2.6.1 Monitor all referrals received from  
21 ADMINISTRATOR.

22 11.2.6.2 Organize and audit files on a regular basis.

23 11.2.6.3 Prepare letter communications and make phone  
24 contact with CLIENTS regarding scheduling service appointments.

25 Qualifications:

26 11.2.6.4 Two (2) years of education and/or experience  
27 in office organization.

28 11.2.6.5 Possess strong organizational and

1 interpersonal communication skills.

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