

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 OLIVE CREST
6 FOR THE PROVISION OF
7 CHILD ABUSE PREVENTION AND INTERVENTION SERVICES
8

9 This AGREEMENT, entered into this 1st day of July ~~2017~~2018, which date
10 is particularized for purpose of reference only, is by and between the COUNTY
11 OF ORANGE, hereinafter referred to as "COUNTY," and OLIVE CREST, a California
12 non-profit corporation, hereinafter referred to as "CONTRACTOR." This
13 Agreement shall be administered by the County of Orange Social Services Agency
14 Director or designee, hereinafter referred to as "ADMINISTRATOR."
15

16 W I T N E S S E T H:
17

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

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

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

25 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~~2018, and terminate on June 30, ~~2018~~2021, unless earlier terminated pursuant to the provisions of Paragraph ~~43~~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

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

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

3. STATUS OF CONTRACTOR

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

1 3.2 CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be
2 entitled to any rights and/or privileges of COUNTY employees, and shall not be
3 considered in any manner to be COUNTY employees.

4 4. DESCRIPTION OF SERVICES, AND STAFFING

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

13 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
14 may require changes in staffing allocations to reflect current workload
15 demands or service needs as long as COUNTY's maximum obligation, as set forth
16 in this Agreement, is not exceeded.

17 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
18 appropriate staff to attend an orientation session and subsequent training
19 sessions given by COUNTY.

20 5. LICENSES AND STANDARDS

21 5.1 CONTRACTOR warrants that it, and its personnel who are subject to
22 individual registration and/or licensing requirements ~~therapists and interns~~,
23 has all necessary licenses and permits required by the laws of the United
24 States, State of California ~~(hereinafter referred to as "State")~~, County of
25 Orange, and all other appropriate governmental agencies to perform the
26 services described in this Agreement, and agrees to maintain, and require its
27 ~~therapists and interns~~ personnel to maintain, these licenses and permits in
28 effect for the duration of this Agreement. Further, CONTRACTOR warrants that

1 its employees shall conduct themselves in compliance with such laws and
 2 licensure requirements, including, without limitation, compliance with laws
 3 applicable to sexual harassment and ethical behavior. If there is any change
 4 in the license and permit status, Contractor must immediately inform
 5 Administrator.

6 5.2 In the performance of this Agreement, CONTRACTOR shall comply with
 7 all applicable provisions of the California Welfare and Institutions Code
 8 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
 9 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
 10 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
 11 31.2; and all applicable laws and regulations of the United States, State of
 12 California, County of Orange, and County of Orange Social Services Agency, and
 13 all administrative regulations, rules, and policies adopted thereunder, as
 14 each and all may now exist or be hereafter amended.

15 5.2.1 For ~~Federally~~federally funded Agreements in the amount of
 16 \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are
 17 not debarred or suspended from ~~Federal~~federal financial assistance programs
 18 and/or activities.

19 5.3 CONTRACTOR shall cooperate with the California Department of
 20 Social Services (CDSS) on the implementation, monitoring, and evaluation of
 21 the State's Child Abuse and Neglect Prevention and Intervention Program, and
 22 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
 23 reporting and evaluation requirements established by CDSS.

24 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

25 6.1 Delegation and Assignment÷

26 In the performance of this Agreement, CONTRACTOR may neither
 27 delegate its duties or obligations nor assign its rights, either in whole or
 28 in part, without the prior written consent of COUNTY. Any attempted

1 delegation or assignment without prior written consent shall be void. The
2 transfer of assets in excess of ten percent (10%) of the total assets of
3 CONTRACTOR, or any change in the corporate structure, the governing body, or
4 the management of CONTRACTOR, which occurs as a result of such transfer, shall
5 be deemed an assignment of benefits under the terms of this Agreement
6 requiring COUNTY approval.

7 6.2 Subcontracts

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

15 6.2.1 Subcontracts of \$~~2550~~,000 or less

16 CONTRACTOR shall develop a standard form Purchase Order,
17 subject to prior written approval of ADMINISTRATOR, to be utilized for the
18 purchase of services by CONTRACTOR when the cumulative total cost of the
19 services to be provided by any organization is anticipated to be ~~twenty-~~
20 ~~five~~ fifty thousand dollars (\$~~2550~~,000) or less during the term of this
21 Agreement. The basis for costs incurred by any such Purchase Order(s) shall
22 be the actual cost of providing services or the usual and customary charges
23 established by the organization(s) providing the services.

24 6.2.2 Subcontracts in excess of \$50,000

25 CONTRACTOR shall develop and submit for approval to
26 ADMINISTRATOR a system for the procurement of subcontracts with any
27 organization in which the total cumulative cost of services provided by any
28 single organization is anticipated to exceed fifty thousand dollars (\$50,000)

1 during the term of this Agreement. CONTRACTOR's proposed procurement system
2 shall take into consideration such factors as: degree of price competition;
3 pricing policies and techniques; experience and quality of service; methods of
4 evaluating subcontractor responsibility; relationship of subcontractor to
5 CONTRACTOR; and planning, award, and post-award management of subcontracts,
6 including internal audit procedures and monitoring of subcontractor's
7 performance until completion of services.

8 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
9 procurement system, CONTRACTOR shall comply with such procurement system in
10 obtaining subcontracts with a total cost in excess of fifty thousand dollars
11 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall
12 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
13 with any organization when the total cumulative cost of services to be
14 provided by that organization is anticipated to exceed twenty-five thousand
15 dollars (\$25,000) during the term of this Agreement.

16 CONTRACTOR and its subcontractor(s) shall establish and
17 maintain accurate and complete financial records related to services provided
18 under the terms of this Agreement. Such records may be subject to the
19 satisfaction of ADMINISTRATOR, and to the examination and audit by
20 ADMINISTRATOR or designee, for a period of five (5) years or until any pending
21 audit is completed.

22 7. FORM OF BUSINESS ORGANIZATION ~~AND REAL PROPERTY DISCLOSURE~~

23 7.1 Form of Business Organization

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

28 7.1.1 The form of CONTRACTOR's business organization, i.e.,

1 proprietorship, partnership, corporation, etc.

2 7.1.2 A detailed statement indicating the relationship of
3 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
4 individual.

5 7.1.3 A detailed statement indicating the relationship of
6 CONTRACTOR to any subsidiary business organization or to any individual who
7 may be providing services, supplies, material, or equipment to CONTRACTOR or
8 in any manner does business with CONTRACTOR under this Agreement.

9 7.2 Change in Form of Business Organization

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

17 ~~7.3 Real Property Disclosure~~

18 ~~If CONTRACTOR is occupying any real property under any agreement,~~
19 ~~oral or written, where persons are to receive services hereunder, CONTRACTOR~~
20 ~~shall submit the following information in addition to a copy of the lease,~~
21 ~~license or rental agreement, as well as any other information requested, prior~~
22 ~~to the provision of services under this Agreement:~~

23 ~~7.3.1 The location by street address and city of any such real~~
24 ~~property.~~

25 ~~7.3.2 The fair market value of any such real property as such~~
26 ~~value is reflected on the most recently issued County Tax Collector's tax~~
27 ~~bill.~~

28 ~~7.3.3 A detailed description of all existing and pending~~

1 ~~agreements, with respect to the use or occupation of any such real property.~~
2 ~~Such description shall include, but not be limited to:~~

3 ~~7.3.3.1 The term duration of any rental, lease or~~
4 ~~license agreement;~~

5 ~~7.3.3.2 The amount of monetary consideration to be~~
6 ~~paid to the lessor or licensor over the term of the rental, lease or license~~
7 ~~agreement;~~

8 ~~7.3.3.3 The type and dollar value of any other~~
9 ~~consideration to be paid to the lessor or licensor; and~~

10 ~~7.3.3.4 The full names and addresses of all parties~~
11 ~~to any agreement concerning the real property and a listing of liens (if any)~~
12 ~~thereof, together with a listing by full names and addresses of all officers,~~
13 ~~directors and stockholders of any private corporation, and a similar listing~~
14 ~~of all general and limited partners of any partnership which is a party.~~

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

~~such person(s) and CONTRACTOR's representatives listed.~~

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

8. NON-DISCRIMINATION

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

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

~~8.3.2~~ CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph ~~1.11.18~~ et seq.

8.3 Non-Discrimination in Employment

8.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375

1 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

2 ~~8.4~~ Non-Discrimination in Employment:

3 ~~8.4.1~~ 8.3.2 All solicitations or advertisements for employees
 4 placed by or on behalf of CONTRACTOR shall state that all qualified applicants
 5 will receive consideration for employment without regard to race, religious
 6 creed, color, national origin, ancestry, physical disability, mental
 7 disability, medical condition, genetic information, marital status, sex,
 8 gender, gender identity, gender expression, age, sexual orientation, military
 9 and veteran status, or any other protected group, in accordance with the
 10 requirements of all applicable ~~Federal~~ federal or State laws. Notices
 11 describing the provisions of the equal opportunity clause shall be posted in a
 12 conspicuous place for employees and job applicants.

13 ~~8.4.2~~ 8.3.3 CONTRACTOR shall refer any and all employees desirous
 14 of filing a formal discrimination complaint to:

15 California Department of Social Services

16 Public Inquiry and Response Bureau

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

18 Sacramento, CA 95814

19 Telephone: (800) 952-5253

20 (800) 952-8349 (For the hard of hearing)

21 ~~8.5~~ 8.4 Non-Discrimination in Service Delivery:

22 ~~8.5.1~~ 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the
 23 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
 24 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
 25 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
 26 of the Americans with Disabilities Act of 1990, as amended; California Civil
 27 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
 28 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC

1 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
 2 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
 3 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
 4 and other applicable ~~Federal~~federal and State laws, as well as their
 5 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
 6 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
 7 Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may
 8 now exist or be hereafter amended. CONTRACTOR shall not implement any
 9 administrative methods or procedures which would have a discriminatory effect
 10 or which would violate the CDSS Manual of Policies and Procedures (MPP)
 11 Division 21, Chapter 21-100. If there are any violations of this Paragraph,
 12 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
 13 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
 14 other laws, or the issue may be referred to the appropriate ~~Federal~~federal
 15 agency for further compliance action and enforcement of Subparagraph ~~8-68.4~~ et
 16 seq.

17 ~~8-5-28.4.2~~ 8.4.2 CONTRACTOR shall provide any and all clients desirous
 18 of filing a formal complaint any and all information as appropriate:

19 ~~8-5-2-18.4.2.1~~ 8.4.2.1 Pamphlet: "Your Rights Under California
 20 Welfare Programs" (PUB 13)

21 ~~8-5-2-28.4.2.2~~ 8.4.2.2 Discrimination Complaint Form

22 ~~8-5-2-38.4.2.3~~ 8.4.2.3 Civil Rights Contacts:

23 County Civil Rights Contact:

24 Orange County Social Services Agency

25 Program Integrity

26 Attn: Civil Rights Coordinator

27 P.O. Box 22001

28 Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: Olive Crest
2130 E. Fourth Street, Suite 200300
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 communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. The

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

3 10. NOTICE OF DELAYS

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

9 ~~///~~

10 11. INDEMNIFICATION

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

24 12. INSURANCE

25 12.1 Prior to the provision of services under this Agreement,
26 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
27 ~~and to deposit with ADMINISTRATOR Certificates of Insurance~~, including all
28 endorsements required herein, necessary to satisfy COUNTY that the insurance

1 provisions of this Agreement have been complied with. —CONTRACTOR agrees to
2 keep such insurance coverage, Certificates of Insurance and endorsements on
3 deposit with ADMINISTRATOR during the entire term of this Agreement. —In
4 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant
5 to this Agreement shall obtain insurance subject to the same terms and
6 conditions as set forth herein for CONTRACTOR.

7 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
8 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
9 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
10 to the same terms and conditions as set forth herein for CONTRACTOR.
11 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
12 than the level of coverage required by COUNTY from CONTRACTOR under this
13 ~~agreement~~Agreement. It is the obligation of CONTRACTOR to provide notice of
14 the insurance requirements to every subcontractor and to receive proof of
15 insurance prior to allowing any subcontractor to begin work. Such proof of
16 insurance must be maintained by CONTRACTOR through the entirety of this
17 Agreement for inspection by COUNTY representative(s) at any reasonable time.

18 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
19 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
20 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
21 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
22 audited financial report. —If CONTRACTOR's SIR is approved, CONTRACTOR, in
23 addition to, and without limitation of, any other indemnity provision(s) in
24 the Agreement, agrees to all of the following:

25 12.3.1 In addition to the duty to indemnify and hold COUNTY
26 harmless against any and all liability, claim, demand or suit resulting from
27 CONTRACTOR's, its ~~agents~~agent's, employee's or subcontractor's performance of
28 this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense

1 with counsel approved by Board of Supervisors against same; and

2 12.3.2 CONTRACTOR's duty to defend, as ~~state~~stated above, shall
3 be absolute and irrespective of any duty to indemnify or hold harmless; and

4 12.3.3 The provisions of California Civil Code Section 2860
5 shall apply to any and all actions to which the duty to defend ~~state~~stated
6 above applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
7 CONTRACTOR was an insurer and COUNTY was the insured.

8 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
9 the full term of this Agreement, COUNTY may terminate this Agreement.

10 12.5 Qualified Insurer~~+~~

11 12.5.1 The policy or policies of insurance required herein must
12 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
13 Rating) and VIII (Financial Size Category as determined by the most current
14 edition of the Best's Key Rating Guide/Property-Casualty/United States or
15 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
16 to do business in the state of California (California Admitted Carrier).

17 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
18 /VIII, the CEO/Office of Risk Management retains the right to approve or
19 reject a carrier after a review of the company's performance and financial
20 rating.

21 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
22 provide the minimum limits and coverage as set forth below:

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

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

12.8 Required Coverage Forms

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

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

12.9 Required Endorsements

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

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

12.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance

1 maintained by the County of Orange shall be excess and non-contributing.

2 12.9.2 The Network Security and Privacy Liability policy shall
3 contain the following endorsements which shall accompany the Certificate of
4 Insurance.

5 12.9.2.1 An Additional Insured endorsement naming the
6 County of Orange, its elected and appointed officials, officers, agents and
7 employees as Additional Insureds for its vicarious liability.

8 12.9.2.2 A primary and non-contributing endorsement
9 evidencing that the CONTRACTOR's insurance is primary and any insurance or
10 self-insurance maintained by the County of Orange shall be excess and non-
11 contributing.

12 12.10 The Workers' Compensation policy shall contain a waiver of
13 subrogation endorsement waiving all rights of subrogation against the County
14 of Orange, its elected and appointed officials, officers, agents and employees
15 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

16 12.11 All insurance policies required by this Agreement shall waive all
17 rights of subrogation against the County of Orange, its elected and appointed
18 officials, officers, agents and employees when acting within the scope of
19 their appointment or employment.

20 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
21 of any policy cancellation and ten (10) days for non-payment of premium and
22 provide a copy of the cancellation notice to COUNTY. Failure to provide
23 written notice of cancellation may constitute a material breach of the
24 contract, upon which the COUNTY may suspend or terminate this Agreement.

25 12.13 If CONTRACTOR's Professional Liability and Network Security &
26 Privacy Liability ~~policy-policies~~ ~~is~~are a "claims made" policy, CONTRACTOR
27 shall agree to maintain Professional Liability and Network Security & Privacy
28 ~~Liability~~ coverage for two (2) years following completion of this Agreement.

1 12.14 The Commercial General Liability policy shall contain a
2 severability of interests clause also known as a "separation of insureds"
3 clause (standard in the ISO CG 0001 policy).

4 12.15 Insurance certificates should be mailed to COUNTY at the address
5 indicated in Paragraph 999 of this Agreement.

6 12.16 If CONTRACTOR fails to provide the insurance certificates and
7 endorsements within seven (7) days of notification by CEO/County Procurement
8 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

9 12.17 COUNTY expressly retains the right to require CONTRACTOR to
10 increase or decrease insurance of any of the above insurance types throughout
11 the term of this Agreement. Any increase or decrease in insurance will be as
12 deemed by County of Orange Risk Manager as appropriate to adequately protect
13 COUNTY.

14 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
16 certificates of insurance and endorsements with COUNTY incorporating such
17 changes within thirty (30) days of receipt of such notice, this Agreement may
18 be in breach without further notice to CONTRACTOR, and COUNTY shall be
19 entitled to all legal remedies.

20 12.19 The procuring of such required policy or policies of insurance
21 shall not be construed to limit CONTRACTOR's liability hereunder nor to
22 fulfill the indemnification provisions and requirements of this Agreement, nor
23 act in any way to reduce the policy coverage and limits available from the
24 insurer.

25 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

28 13.1 Any accident or incident relating to services performed under this

1 Agreement that involves injury or property damage which may result in the
 2 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report~~
 3 ~~shall be made in writing within twenty four (24) hours of occurrence.~~

4 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
 5 from or relating to services performed by CONTRACTOR under this Agreement.
 6 ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~
 7 ~~occurrence.~~

8 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
 9 property. ~~Such report shall be submitted to COUNTY within twenty four (24)~~
 10 ~~hours of occurrence.~~

11 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
 12 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
 13 under the term of this Agreement. ~~Such report shall be submitted to COUNTY~~
 14 ~~within twenty four (24) hours of occurrence.~~

15 14. CONFLICT OF INTEREST

16 ~~14.1~~ The CONTRACTOR shall exercise reasonable care and diligence to
 17 prevent any actions or conditions that could result in a conflict with the
 18 best interests of COUNTY. This obligation shall apply to CONTRACTOR ~~and,~~
 19 CONTRACTOR's employees, ~~volunteers,~~ agents, ~~relatives,~~ and subcontractors ~~and~~
 20 ~~third parties~~ associated with accomplishing ~~the~~ work and services hereunder.

21 The CONTRACTOR's efforts shall include, but not be limited to,
 22 establishing precautions to prevent its employees ~~or,~~ agents, and
 23 subcontractors from ~~making, receiving,~~ providing, or offering gifts,
 24 entertainment, payments, loans, or other considerations which could be deemed
 25 to influence or appear to influence ~~individuals to act contrary to~~ COUNTY staff
 26 or elected officers from acting in the best interests of COUNTY.

27 15. ANTI-PROSELYTISM PROVISION

28 No funds provided directly to institutions or organizations to provide

1 services and administer programs under Title 42 United States Code (USC)
2 Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or
3 proselytization, except as otherwise permitted by law.

4 16. SUPPLANTING GOVERNMENT FUNDS

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

14 ~~##~~

15 17. EQUIPMENT

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

25 CONTRACTOR further agrees to the following:

26 17.1.1 To maintain all items of Capital Equipment in good
27 working order and condition, normal wear and tear excepted.

28 17.1.2 To label all items of Capital Equipment, do periodic

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

5 17.1.3 To report in writing to ADMINISTRATOR immediately after
6 discovery, the loss or theft of any items of Capital Equipment. For stolen
7 items, the local law enforcement agency must be contacted and a copy of the
8 police report submitted to ADMINISTRATOR.

9 17.1.4 To purchase a policy or policies of insurance covering
10 loss or damage to any and all Capital Equipment purchased under this
11 Agreement, in the amount of the full replacement value thereof, providing
12 protection against the classification of fire, extended coverage, vandalism,
13 malicious mischief, and special extended perils (all risks) covering the
14 parties' interests as they appear.

15 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
16 requested in writing, shall require the prior written approval of
17 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
18 appropriate and directly related to CONTRACTOR's service or activity under the
19 terms of this Agreement. COUNTY may refuse reimbursement for any costs
20 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
21 if prior written approval has not been obtained from ADMINISTRATOR.

22 17.3 Personal Computer Equipment

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

26 18. BREACH SANCTIONS

27 18.1 Failure by CONTRACTOR to comply with any of the provisions,
28 covenants, or conditions of this Agreement shall be a material breach of this

1 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
2 termination and any other remedies available at law, in equity, or otherwise
3 specified in this Agreement:

4 18.1.1 Afford CONTRACTOR a time period within which to cure the
5 breach, which period shall be established by ADMINISTRATOR; and/or

6 18.1.2 Discontinue reimbursement to CONTRACTOR for and during
7 the period in which CONTRACTOR is in breach, which reimbursement shall not be
8 entitled to later recovery; and/or

9 18.1.3 Offset against any monies billed by CONTRACTOR but yet
10 unpaid by COUNTY those monies disallowed pursuant to Subparagraph ~~18.2~~18.1.2
11 above.

12 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
13 pursuant to this Paragraph, which notice shall be deemed served on the date of
14 mailing.

15 ~~##~~

16 ~~##~~

17 19. PAYMENTS

18 19.1 Maximum Contractual Obligation~~÷~~

19 The maximum obligation of COUNTY under this Agreement shall ~~be~~
20 ~~\$208,224~~not exceed the amount of \$624,672, or actual allowable costs,
21 whichever is less. The annual amount for each twelve (12) month period is as
22 follows:

23 19.1.1 \$208,224 for July 1, 2018 through June 30, 2019;

24 19.1.2 \$208,224 for July 1, 2019 through June 30, 2020; and

25 19.1.3 \$208,224 for July 1, 2020 through June 30, 2021.

26 Allowable Costs~~÷~~

27 During the term of this Agreement, COUNTY shall pay CONTRACTOR
28 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR

1 pursuant to this Agreement, as defined in Title 2 CFR, Part ~~230~~200, or as
2 approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay
3 CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR
4 for June ~~2018~~2019, 2020, and 2021, during the month of such anticipated
5 expenditure.

6 19.2 Match

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

17 19.3 Claims

18 19.3.1 CONTRACTOR shall submit monthly claims to be received by
19 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
20 expenses incurred in the preceding month. In the event the twentieth (20th)
21 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
22 claim the next business day. COUNTY holidays include New Year's Day, Martin
23 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
24 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
25 Friday after Thanksgiving Day, and Christmas Day.

26 19.3.2 All claims must be submitted on a form approved by
27 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
28 source documents with the monthly claim, including, inter alia, a monthly

1 statement of services, general ledgers, supporting journals, time sheets,
2 invoices, canceled checks, receipts, and receiving records, some of which may
3 be required to be copied. Source documents that CONTRACTOR must submit shall
4 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
5 shall retain all financial records in accordance with Paragraph ~~25 (Records,~~
6 ~~Inspections, and Audits)~~26 of this Agreement.

7 19.3.3 Payments should be released by COUNTY within a reasonable
8 time period of approximately thirty (30) days after receipt of a correctly
9 completed claim form and required supporting documentation.

10 19.3.4 Year End and Final Claims

11 19.3.4.1 CONTRACTOR shall submit a final claim for
12 each COUNTY fiscal year, July 1 through June 30, covered under the term of
13 this Agreement, as stated in Paragraph 1, by no later than August ~~30,~~
14 ~~2018.~~30th of each corresponding COUNTY fiscal year. Claims received after
15 August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's
16 sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon
17 which the final claim per each COUNTY fiscal year must be received, upon
18 written notice to CONTRACTOR.

19 19.3.4.2 The basis for final settlement shall be the
20 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part ~~230,~~200
21 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
22 to the maximum obligation of COUNTY. In the event that any overpayment has
23 been made, COUNTY may offset the amount of the overpayment against the final
24 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
25 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
26 Nothing herein shall be construed as limiting the remedies of COUNTY in the
27 event an overpayment has been made.

28 20. OVERPAYMENTS

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

14 21. OUTSTANDING DEBT

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

18 22. REVENUE

19 22.1 Whenever CONTRACTOR receives any money specifically designated for
20 use in programs funded through this Agreement, excluding any funds specified
21 as a CONTRACTOR match under this Agreement~~-,]~~ such monies shall be considered
22 to be a cost off-set and treated as a reduction against the amount claimed by
23 CONTRACTOR.

24 22.2 CONTRACTOR is not required to apply grants or gifts which are
25 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY
26 participates.

27 22.3 CONTRACTOR may establish and utilize a sliding fee schedule,
28 approved by ADMINISTRATOR, to determine client fees for services provided.

1 However, CONTRACTOR shall not refuse services to clients referred by
2 ADMINISTRATOR because of inability or unwillingness to pay said fees.

3 22.4 CONTRACTOR shall make every reasonable effort to collect all
4 available third party reimbursement for which client may be eligible. Public
5 and private insurance carriers shall be billed on the basis of CONTRACTOR's
6 customary charges, if applicable.

7 22.5 Fees and revenues received by CONTRACTOR from or on behalf of
8 clients, including from public or private insurance carriers, shall be
9 deducted from any billings to COUNTY and shall reduce any obligation of COUNTY
10 under this Agreement.

11 23. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

12 COUNTY will maximize the use of Early and Periodic Screening Diagnosis
13 and Treatment Program (EPSDT) funding when children and families are
14 determined to have an eligible condition. COUNTY will provide training for
15 CONTRACTOR on EPSDT charting requirements and will facilitate the processing
16 of EPSDT funding claims. CONTRACTOR shall comply with these requirements for
17 EPSDT eligible children and their families and shall facilitate the processing
18 of EPSDT funding claims. CONTRACTOR understands that in order to participate
19 in this funding opportunity, agreements with both ADMINISTRATOR and County of
20 Orange Health Care Agency shall be required.

21 ~~23-24.~~ FINAL REPORT

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

28 ~~24-25.~~ INDEPENDENT AUDIT

1 CONTRACTOR shall employ a licensed certified public accountant who shall
 2 prepare and file with ADMINISTRATOR an annual organization-wide audit of
 3 related expenditures during the term of this Agreement in compliance with the
 4 31 USC 7501- - 7507, as well as its implementing regulations under 2 CFR Part
 5 200, Uniform Administrative Requirements, Cost ~~Principals~~ Principles and Audit
 6 ~~Regulations~~ Requirements for Federal Awards. If CONTRACTOR is not subject to
 7 the aforementioned regulations for any year covered during the term of this
 8 Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's
 9 Report of CONTRACTOR's financial statements. The audit must be performed in
 10 accordance with generally accepted government auditing standards ~~and Title 2~~
 11 ~~CFR Part 230~~. The audit must be performed in accordance with generally
 12 accepted government auditing standards. CONTRACTOR shall cooperate with
 13 COUNTY, State, and/or ~~Federal~~ federal agencies to ensure that corrective action
 14 is taken within six (6) months after issuance of all audit reports with regard
 15 to audit exceptions.

16 ~~24.1~~25.1 It is mutually understood that CONTRACTOR's yearly fiscal
 17 cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR
 18 ~~its~~ copies of organization-wide audits for each of the fiscal cycles
 19 corresponding with the term of this Agreement. CONTRACTOR shall provide each
 20 audit within fourteen (14) calendar days of CONTRACTOR's receipt. ~~Failure of~~
 21 CONTRACTOR to comply with this Paragraph shall be sufficient cause for
 22 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
 23 CONTRACTOR until such time as the required audit ~~is(s)~~ are provided to
 24 ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission
 25 deadline upon notice to CONTRACTOR.

26 ~~25-26~~. RECORDS, INSPECTIONS, AND AUDITS

27 ~~25.1~~26.1 Financial Records

28 ~~25.1.1~~26.1.1 CONTRACTOR shall prepare and maintain accurate

1 and complete financial records. Financial records shall be retained, by
 2 CONTRACTOR, for a minimum of five (5) years from the date of final payment
 3 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal
 4 audits are completed, whichever is later.

5 ~~25.1.2~~ 26.1.2 CONTRACTOR shall establish and maintain
 6 reasonable accounting, internal control, and financial reporting standards in
 7 conformity with generally accepted accounting principles established by the
 8 American Institute of Certified Public Accountants and to the satisfaction of
 9 ADMINISTRATOR.

10 ~~25.2~~ 26.2 Client Records

11 ~~25.2.1~~ 26.2.1 CONTRACTOR shall prepare and maintain accurate
 12 and complete records of clients served and dates and type of services provided
 13 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

14 ~~25.2.2~~ 26.2.2 CONTRACTOR shall keep all COUNTY data provided
 15 to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
 16 years from the date of final payment under this Agreement, or until all
 17 pending COUNTY, State, and ~~Federal~~ federal audits are completed, whichever is
 18 later. These records shall be stored in Orange County, unless CONTRACTOR
 19 requests and COUNTY provides written approval for the right to store the
 20 records in another county. Notwithstanding anything to the contrary, upon
 21 termination of this Agreement, CONTRACTOR shall relinquish control with
 22 respect to COUNTY data to COUNTY in accordance with Subparagraph ~~43.243.244.2~~.

23 ~~25.2.3~~ 26.2.3 COUNTY may refuse payment for a claim if client
 24 records are determined by COUNTY to be incomplete or inaccurate. In the event
 25 client records are determined to be incomplete or inaccurate after payment has
 26 been made, COUNTY may treat such payment as an overpayment within the
 27 provisions of this Agreement.

28 ~~25.3~~ 26.3 Public Records

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

5 ~~25.4.2~~26.4 Inspections and Audits

6 ~~25.4.1~~26.4.1 The U.S. Department of Health and Human
 7 Services, Comptroller General of the United States, Director of CDSS, State
 8 Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
 9 Department, or any of their authorized representatives, shall have access to
 10 any books, documents, papers, and records, including medical records, of
 11 CONTRACTOR which any of them may determine to be pertinent to this Agreement
 12 ~~for the purpose of financial monitoring~~. Further, all the above mentioned
 13 persons have the right at all reasonable times to inspect or otherwise
 14 evaluate the work performed or being performed under this Agreement and the
 15 premises in which it is being performed.

16 ~~25.4.2~~26.4.2 CONTRACTOR shall make its books and ~~financial~~
 17 records available within the borders of Orange County within ten (10) days of
 18 receipt of written demand by ADMINISTRATOR.

19 ~~25.4.3~~26.4.3 In the event CONTRACTOR does not make available
 20 its books and financial records within the borders of Orange County,
 21 CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by
 22 COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and
 23 ~~financial~~ records.

24 ~~25.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount
 25 of COUNTY's liability to the State or Federal ~~government~~Government or any
 26 agency thereof resulting from any disallowances or other audit exceptions to
 27 the extent that such liability is attributable to CONTRACTOR's failure to
 28 perform under this Agreement.

~~25.5~~ 26.5 Evaluation Studies

~~25.5.1~~ 26.5.1 CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.

~~26.1-27.~~ PERSONNEL DISCLOSURE

27.1 This section applies to all Contractor personnel including those identified in Paragraph 12 of Exhibit A (hereinafter Personnel).

~~26.1-27.2~~ 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

~~26.1.1-27.2.1~~ 27.2.1 Names and dates of birth of all full or part-time Personnel by title, including volunteer Personnel, whose direct services are required to provide the programs described herein;

~~26.1.2-27.2.2~~ 27.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

~~26.1.3-27.2.3~~ 27.2.3 The professional degree, if applicable, and experience required for each position; and

~~26.1.4-27.2.4~~ 27.2.4 The language skill, if applicable, for all ~~personnel~~ Personnel.

~~26.2-27.3~~ 27.3 Where authorized by law, ~~CONTRACTOR's employment applications~~ and in a manner consistent with California Government Code §12952, CONTRACTOR shall require ~~applicants~~ prospective employees Personnel to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in the~~

1 ~~employment application~~ discovered subsequent to the hiring or promotion of any
 2 ~~applicant~~ prospective Personnel ~~employee~~ shall be cause for termination ~~of that~~
 3 ~~employee~~ from the performance of services under this Agreement.

4 ~~26.3~~27.4 Where authorized by law, CONTRACTOR shall conduct, at no
 5 cost to COUNTY, a clearance on the following public websites of the names and
 6 dates of birth for all Personnel ~~employees and/or volunteers~~ who will have
 7 direct, interactive contact with clients served through this Agreement: U.S.
 8 Department of Justice National Sex Offender Website (www.nsopw.gov) and
 9 Megan's Law Sex Offender Registry (www.meganslaw.ca.gov)~~.~~.

10 ~~26.4~~27.5 Where authorized by law, CONTRACTOR shall conduct, at no
 11 cost to COUNTY, a criminal record background check on all ~~employees~~ Personnel
 12 (direct service and administrative) funded through this Agreement and also all
 13 non-funded Personnel ~~staff~~ (e.g., volunteers, in-kind staff, etc.) who will
 14 have direct, interactive contact with clients served through this
 15 Agreement. Background checks conducted through the California Department of
 16 Justice shall include a check of the California Central Child Abuse Index,
 17 when applicable. Candidates will satisfy background checks consistent with
 18 this ~~paragraph~~ Paragraph and their performance of services under this
 19 Agreement.

20 27.6 CONTRACTOR shall ensure that clearances and background checks
 21 described in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's
 22 Personnel providing services under this Agreement.

23 ~~26.5~~27.7 In the event a record is revealed through the processes
 24 described in Subparagraphs ~~26.3 and 26.4,~~ 27.4 and 27.5, COUNTY will be
 25 available to consult with CONTRACTOR on appropriateness of ~~personnel~~ Personnel
 26 providing services through this Agreement.

27 ~~26.6~~27.8 CONTRACTOR warrants that all Personnel ~~persons~~ employed or
 28 otherwise assigned by CONTRACTOR to provide services under this Agreement have

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

10 ~~26.7~~ **27.9** CONTRACTOR shall immediately notify ADMINISTRATOR concerning
 11 the arrest and/or subsequent conviction, for offenses, other than minor
 12 traffic offenses, of any paid ~~Personnel~~ **employee and/or volunteer** ~~staff~~
 13 performing services under this Agreement, when such information becomes known
 14 to CONTRACTOR. ADMINISTRATOR may determine whether such ~~employee and/or~~
 15 ~~volunteer~~ **person** may continue to provide services under this Agreement and
 16 shall provide notice of such determination to CONTRACTOR in writing.
 17 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
 18 material breach of this Agreement, pursuant to Paragraph ~~18~~ **18** above.

19 ~~26.8~~ **27.10** COUNTY has the right to approve or disapprove all of
 20 CONTRACTOR's ~~Personnel~~ **staff** performing work hereunder, and any proposed
 21 changes in CONTRACTOR's ~~Personnel~~ **staff**.

22 ~~26.9~~ **27.11** COUNTY shall have the right to require CONTRACTOR to remove
 23 any ~~employee~~ **person** from the performance of services under this Agreement. At
 24 the request of COUNTY, CONTRACTOR shall immediately replace said ~~P~~ **personnel**.

25 ~~26.10~~ **27.12** CONTRACTOR shall notify COUNTY immediately when ~~staff~~ **a**
 26 **person** is terminated for cause from working on this Agreement.

27 ~~26.11~~ **27.13** Disqualification, if any, of CONTRACTOR ~~staff~~ **Personnel**,
 28 pursuant to Paragraph ~~26~~ **27**, shall not relieve CONTRACTOR of its obligation to

1 complete all work in accordance with the terms and conditions of this
2 Agreement.

3 ~~27-28.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

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

21 ~~28-29.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

22 29.1 ~~In order to comply~~ CONTRACTOR certifies it is in full compliance
23 with ~~child support enforcement~~ all applicable federal and State reporting
24 requirements ~~of~~ regarding its employees and with all lawfully served Wage and
25 Earnings Assignment Orders and Notices of Assignments and will continue to be
26 in compliance throughout the term of the Agreement with the County of Orange.
27 Failure to comply shall constitute a material breach of the Agreement and
28 failure to cure such breach within sixty (60) calendar days of notice from the

COUNTY, shall constitute grounds for termination of the Agreement.

~~28.1~~29.2 In the case of an individual contractor or contractor doing business in a form other than an individual, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

~~28.1.1~~29.2.1 in the case of an individual contractor, his/Her name, date of birth, Social Security number, and residence address; or

~~28.1.2~~29.2.2 In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.

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

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

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

~~28.3~~29.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

~~29.30~~ CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

14 ~~30-31.~~ 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
 17 County, and where and how to safely surrender a baby. The fact sheet is
 18 available on the Internet at www.babysafe.ca.gov for printing purposes. The
 19 information shall be posted in all reception areas where clients are served.

20 ~~31-32.~~ CONFIDENTIALITY

21 ~~31-132.1~~ CONTRACTOR agrees to maintain the confidentiality of its
 22 records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division
 23 19-000, and all other provisions of law, and regulations promulgated
 24 thereunder relating to privacy and confidentiality, as each may now exist or
 25 be hereafter amended.

26 ~~31-232.2~~ 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.~~, and all other individuals performing services
 2 under this Agreement. CONTRACTOR shall require all of its employees,
 3 ~~volunteers,~~ agents, subcontractors, and ~~partners who may provide~~ all other
 4 individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an
 5 agreement with CONTRACTOR before commencing the provision of any such
 6 services, ~~to maintain the confidentiality of any and all materials and~~
 7 ~~information with which they may come into contact, or the identities or any~~
 8 ~~identifying characteristics or information with respect to any and all~~
 9 ~~participants referred to CONTRACTOR by COUNTY, except as may be required to~~
 10 ~~provide services under this Agreement or to those specified in this Agreement~~
 11 ~~as having the capacity to audit CONTRACTOR, and as to the latter, only during~~
 12 ~~such audit. CONTRACTOR shall comply with any audits specified in Paragraph~~
 13 ~~25, provide reports and any other information required by COUNTY in the~~
 14 ~~administration of this Agreement, and as otherwise permitted by law~~ agreeing to
 15 maintain confidentiality pursuant to State and federal law and the terms of
 16 this Agreement.

17 ~~31.3~~32.3 CONTRACTOR shall inform all of its employees, ~~volunteers,~~
 18 agents, subcontractors, and ~~partners~~ all other individuals performing services
 19 under this Agreement of this provision and that any person violating the
 20 provisions of said California state law may be guilty of a crime.

21 ~~31.4~~32.4 CONTRACTOR agrees that any and all subcontracts entered into
 22 shall be subject to the confidentiality requirements of this Agreement.

23 ~~31.5~~32.5 CONTRACTOR agrees to maintain the confidentiality of its
 24 records with respect to Juvenile Court matters, in accordance with WIC Section
 25 827, all applicable statutes, ~~case law~~ case law, and Orange County Juvenile
 26 Court Policy regarding Confidentiality, as it now exists or may hereafter be
 27 amended.

28 ~~31.5.1~~32.5.1 No access, disclosure, or release of information

1 regarding a child who is the subject of Juvenile Court proceedings shall be
2 permitted except as authorized. If authorization is in doubt, no such
3 information shall be released without the written approval of a Judge of the
4 Juvenile Court.

5 ~~31.5.232.5.2~~ CONTRACTOR must receive prior written approval
6 of the Juvenile Court before allowing any child to be interviewed,
7 photographed, or recorded by any publication or organization, or to appear on
8 any radio, television, or internet broadcast or make any other public
9 appearance. Such approval shall be requested through child's CFS assigned
10 Senior Social Worker (hereinafter referred to as "SSW").

11 ~~32-33~~. SECURITY

12 33.1 Security Requirements

13 33.1.1 CONTRACTOR agrees to maintain the confidentiality of all
14 COUNTY and COUNTY-related records and information pursuant to all statutory
15 laws relating to privacy and confidentiality that currently exists or exists
16 at any time during the term of this Agreement. CONTRACTOR represents and
17 warrants that it has implemented and will maintain during the term of this
18 Agreement administrative, physical, and technical safeguards to reasonably
19 protect private and confidential client information, to protect against
20 anticipated threats to the security or integrity of COUNTY data, and to
21 protect against unauthorized physical or electronic access to or use of COUNTY
22 data. Such safeguards and controls shall include at a minimum:

23 33.1.1.1 Storage of confidential paper files that
24 ensures records are secured, handled, transported, and destroyed in a manner
25 that prevents unauthorized access.

26 33.1.1.2 Control of access to physical and electronic
27 records to ensure COUNTY data is accessed only by individuals with a need to
28 know for the delivery of contract services.

1 33.1.1.3 Control to prevent unauthorized access and to
 2 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
 3 individuals.

4 33.1.1.4 Firewall protection.

5 33.1.1.5 Use of encryption methods of electronic
 6 COUNTY data while in transit from CONTRACTOR networks to external networks,
 7 when applicable.

8 33.1.1.6 Measures to securely store all COUNTY data,
 9 including, but not be limited to, encryption at rest and multiple levels of
 10 authentication and measures to ensure COUNTY data shall not be altered or
 11 corrupted without COUNTY's prior written consent. CONTRACTOR further
 12 represents and warrants that it has implemented and will maintain during the
 13 term of this Agreement administrative, technical, and physical safeguards and
 14 controls consistent with State and federal security requirements.

15 33.2 Security Breach Notification

16 ~~32.1.1~~ 33.2.1 CONTRACTOR shall have policies and procedures in
 17 place for the effective management of Security Breaches, as defined below. In
 18 the event of any actual, attempted, suspected, threatened, or reasonably
 19 foreseeable circumstance CONTRACTOR experiences or learns of that either
 20 compromises or could reasonably be expected to comprise COUNTY data through
 21 unauthorized use, disclosure, or acquisition of COUNTY data ("Security
 22 Breach"), CONTRACTOR shall immediately notify COUNTY of ~~any and all~~
 23 ~~unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is~~
 24 ~~aware or has knowledge~~ discovery. After such notification, CONTRACTOR shall,
 25 at its own expense, immediately:

26 ~~32.1.1~~ 33.2.1.1 Investigate to determine the nature
 27 and extent of the ~~unauthorized disclosure~~ Security Breach.

28 33.2.1.2 Contain the incident by, ~~among things~~ taking

1 necessary action, including, but not limited to, attempting to recover
2 records, revoking access, and/or correcting weaknesses in security.

3 33.2.1.3 Report to COUNTY the nature of the Security
4 Breach, the COUNTY data used or disclosed, the person who made the
5 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
6 done or will do to mitigate any harmful effect of the unauthorized use or
7 disclosure, and the corrective action CONTRACTOR has taken or will take to
8 prevent future similar unauthorized use or disclosure.

9 ~~32.1.2~~33.2.2 The COUNTY, at its sole discretion and on a
10 case-by-case basis, will determine what actions are necessary in response to
11 the Security Breach and who will perform these actions. Actions may include,
12 but are not limited to: notifications; investigation and remediation costs,
13 including notification of all whose personal information was disclosed;
14 outside investigation; forensics; counsel; crisis management; and credit
15 monitoring. In the event COUNTY determines CONTRACTOR will conduct additional
16 action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts
17 additional actions(s) arising out of or in connection with a Security Breach,
18 CONTRACTOR shall reimburse COUNTY for ~~all notification related costs incurred~~
19 ~~by COUNTY arising out of or in connection with the unauthorized disclosure as~~
20 ~~costs associated to~~ legally required actions.

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

28 ~~33-34.~~ COPYRIGHT ACCESS

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

5 ~~34-35~~. WAIVER

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

14 ~~##~~

15 ~~35-36~~. PETTY CASH

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

18 ~~36-37~~. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

19 ~~36.1 Information and solicitations, prepared and released by~~
 20 ~~CONTRACTOR, concerning the services provided under this Agreement shall state~~
 21 ~~that the program, wholly or in part, is funded through COUNTY, State and~~
 22 ~~Federal government funds.~~

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

1 ~~36.2.1 CONTRACTOR shall develop all publicity material in a~~
2 ~~professional manner; and~~

3 ~~36.2.2 During the term of this Agreement, CONTRACTOR shall not,~~
4 ~~and shall not authorize another to, publish or disseminate any commercial~~
5 ~~advertisements, press releases, feature articles, or other materials using the~~
6 ~~name of COUNTY without the prior written consent of COUNTY. COUNTY shall not~~
7 ~~unreasonably withhold written consent.~~

8 ~~36.~~37.1 COUNTY owns all rights to the name, logos, and symbols of
9 COUNTY. —The use and/or reproduction of COUNTY’s name~~and/, logos, or~~
10 ~~logosymbols~~ for any purpose, including commercial advertisement, promotional
11 purposes, announcements, displays, or press releases, without COUNTY’s prior
12 written consent is expressly prohibited.

13 ~~37.~~ COUNTY RESPONSIBILITIES

14 ~~37.1~~37.2 ADMINISTRATOR will provide consultation and technical
15 ~~assistance and will monitor performance of~~ CONTRACTOR in meeting the terms of
16 may develop and publish information related to this Agreement, where all of
17 the following conditions are satisfied:

18 ~~38.~~ REFERRALS

19 ~~38.1~~ CONTRACTOR shall provide services to individuals referred by
20 ADMINISTRATOR.

21 37.2.1 ADMINISTRATOR provides its written approval of the
22 content and publication of the information at least thirty (30) days prior to
23 CONTRACTOR publishing the information, unless a different timeframe for
24 approval is agreed upon by the ADMINISTRATOR;

25 37.2.2 Unless directed otherwise by ADMINISTRATOR, the
26 information includes a statement that the program, wholly or in part, is
27 funded through County, State, and Federal Government funds;

28 37.2.3 The information does not give the appearance that the

COUNTY, its officers, employees, or agencies endorse:

37.2.3.1 Any commercial product or service; and,

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

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

~~39-38~~. REPORTS

~~39-138~~.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

~~39-238~~.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

~~40-39~~. ENERGY EFFICIENCY STANDARDS

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

~~41-40~~. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et

1 seq.). Executive Order 11738 and Environmental Protection Agency, hereinafter
 2 referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be
 3 hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

4 ~~41.140.1~~ No facility to be utilized in the performance of the
 5 proposed grant has been listed on the EPA List of Violating Facilities;

6 ~~41.240.2~~ It will notify COUNTY prior to award of the receipt of any
 7 communication from the Director, Office of Federal Activities, U.S. EPA,
 8 indicating that a facility to be utilized for the grant is under consideration
 9 to be listed on the EPA List of Violating Facilities; and

10 ~~41.340.3~~ It will notify COUNTY and EPA about any known violation of
 11 the above laws and regulations.

12 ~~42.41.~~CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
 13 FEDERAL TRANSACTIONS

14 ~~42.141.1~~ CONTRACTOR shall be in compliance with Section 319 of Public
 15 Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with
 16 respect to those provisions set down by the [Office of Management and Budget](#)
 17 (OMB) and published in the Federal Register dated December 20, 1989, Volume
 18 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is
 19 mutually understood that any contract which utilizes ~~Federal~~[federal](#) monies in
 20 excess of \$100,000 must contain, and CONTRACTOR must certify compliance
 21 utilizing a form provided by ADMINISTRATOR that cites the following:

22 ~~42.1.141.1.1~~ A.——The definitions and prohibitions contained
 23 in the clause at Federal Acquisition Regulation 52.203-12, Limitation on
 24 Payments to Influence Certain Federal Transactions, included in this
 25 solicitation, are hereby incorporated by reference in ~~Paragraph~~[subparagraph](#)
 26 ~~(B)~~[41.1.2](#) of this certification.

27 ~~42.1.241.1.2~~ B.——The offeror, by signing its offer, hereby
 28 certifies to the best of his or her knowledge and belief as of December 23,

1 1989, that

2 ~~42.1.2.1~~41.1.2.1 No ~~Federal~~federal appropriated funds
3 have been paid or will be paid to any person for influencing or attempting to
4 influence an officer or employee of any agency, a Member of Congress, an
5 officer or employee of Congress, or an employee of a Member of Congress on his
6 or her behalf in connection with the awarding of any ~~Federal~~federal contract,
7 the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan,
8 the entering into of any cooperative agreement, and the extension,
9 continuation, renewal, amendment, or modification of any ~~Federal~~federal
10 contract, grant, loan or cooperative agreement;

11 ~~42.1.2.2~~41.1.2.2 If any funds other than
12 ~~Federal~~federal appropriated funds (including profit or fee received under a
13 covered ~~Federal~~federal transaction) have been paid, or will be paid, to any
14 person for influencing or attempting to influence an officer or employee of
15 any agency, a Member of Congress, an officer or employee of Congress, or an
16 employee of a Member of Congress on his or her behalf in connection with this
17 solicitation, the offeror shall complete and submit, with its offer, OMB
18 standard form LLL, Disclosure of Lobbying Activities, to the Contracting
19 Officer; and

20 ~~42.1.2.3~~41.1.2.3 He or she will include the language
21 of this certification in all subcontract awards at any tier and require that
22 all recipients of subcontract awards in excess of \$100,000 shall certify and
23 disclose accordingly.

24 ~~42.1.3~~41.1.3 ~~C.~~—Submission of this certification and
25 disclosure is a prerequisite for making or entering into this Agreement
26 imposed by Section 1352, Title 31, USC. Any person who makes an expenditure
27 prohibited under this provision or who fails to file or amend the disclosure
28 form to be filed or amended by this provision, shall be subject to a civil

1 penalty of not less than \$10,000, and not more than \$100,000, for each such
2 failure.

3 ~~43.~~42. POLITICAL ACTIVITY

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

7 ~~44.~~43. TERMINATION PROVISIONS

8 ~~44.~~43.1 ADMINISTRATOR may terminate this Agreement without penalty,
9 immediately with cause or after thirty (30) days written notice without cause,
10 unless otherwise specified. Notice shall be deemed served on the date of
11 mailing. Cause shall include, but not be limited, to any breach of contract,
12 any partial misrepresentation whether negligent or willful, fraud on the part
13 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
14 reasonable control, and repeated or continued violations of COUNTY ordinances
15 unrelated to performance under this Agreement that, in the reasonable opinion
16 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and
17 regulations.— Exercise by ADMINISTRATOR of the right to terminate this
18 Agreement shall relieve COUNTY of all further obligations under this
19 Agreement.

20 ~~44.~~243.2 For ninety (90) calendar days prior to the expiration date
21 of this Agreement, or upon notice of termination of this Agreement
22 ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in
23 the orderly transfer of service responsibilities, ~~active~~—case records, and
24 pertinent documents. —The Transition Period may be modified as agreed upon in
25 writing by the ~~Parties.~~—parties. During the Transition Period, service and
26 data access shall continue to be made available to COUNTY without alteration.
27 CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all
28 data in the format determined by COUNTY.

1 ~~44.3~~43.3 In the event of termination of this Agreement, cessation of
2 business by CONTRACTOR, or any other event preventing CONTRACTOR from
3 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
4 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
5 requested to do so on such media as reasonably requested by COUNTY, even if
6 COUNTY is then or is alleged to be in breach of this Agreement.

7 ~~44.4~~43.4 The obligations of COUNTY under this Agreement are
8 contingent upon the availability of ~~Federal~~federal and/or State funds, as
9 applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion
10 of sufficient funds for the services hereunder in the budget approved by the
11 Orange County Board of Supervisors each fiscal year this Agreement remains in
12 effect or operation. In the event that such funding is terminated or reduced,
13 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's
14 maximum obligation, or modify this Agreement, without penalty. The decision
15 of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide
16 CONTRACTOR with written notification of such determination. CONTRACTOR shall
17 immediately comply with ADMINISTRATOR's decision.

18 ~~44.5~~43.5 If any term, covenant, condition, or provision of this
19 Agreement or the application thereof is held invalid, void, or
20 ~~enforceable~~unenforceable, the remainder of the provisions in this Agreement
21 shall remain in full force and effect and shall in no way be affected,
22 impaired, or invalidated thereby.

23 ~~45.44~~. GOVERNING LAW AND VENUE

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

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

5 ~~46.~~45. SIGNATURE IN COUNTERPARTS

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

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

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

8
9 By: _____ By: _____
10 DONALD VERLEUR CHAIRWOMAN-CHAIRMAN
11 CHIEF EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
12 OLIVE CREST COUNTY OF ORANGE, CALIFORNIA

13
14 Dated: _____ Dated: _____

15
16 SIGNED AND CERTIFIED THAT A COPY OF THIS
17 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
18 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
19 ATTEST:

20
21 _____
22 ROBIN STIELER
23 Clerk of the Board
24 Orange County, California

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

28 By: _____
DEPUTY

Dated: _____

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EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

OLIVE CREST

FOR THE PROVISION OF

CHILD ABUSE PREVENTION AND INTERVENTION SERVICES

SEXUAL ABUSE COUNSELING AND FAMILY STRENGTHENING SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide sexual abuse counseling and family strengthening services ~~intervention and prevention counseling services to~~ CLIENTS referred by SSA.

1.2 CLIENTS may include the following, at the ADMINISTRATOR'S discretion:

1.2.1 ~~to High-risk~~ families, including parents and caregivers, ~~who have been referred by Administrator ADMINISTRATOR and~~ whose children have been sexually abused by a family member or someone outside of the home-;

1.2.2 Children and families, including parents and caregivers, who are identified as needing to be strengthened in order to prevent the child(ren) from being placed in out-of-home care, or in order to assist the family in the reunification process-;

~~1.1.11.2.3~~ CONTRACTOR shall also provide sexual abuse ~~intervention and prevention counseling services to, including victims of~~ Commercially Sexually Exploitation and of children ~~Children identified as~~

~~high risk for Commercial Sexual Exploitation (CSEC);~~

~~1.1.2 CONTRACTOR shall provide counseling services to children and families who are identified as needing to be strengthened in order to prevent the child(ren) from being placed in out-of-home care, or in order to assist the family in the reunification process.~~

~~1.2 Families, including parents and caregivers, served shall hereafter be referred to as FAMILY/FAMILIES. Child/youth victims and related 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 SSAADMINISTRATOR:~~

~~1.2.4 The vVictim;~~

~~1.2.5 Child(ren);~~

~~1.2.11.2.6 The sSiblings;~~

~~1.2.21.2.7 The nNon-offending parent;~~

~~1.2.31.2.8 The cCaregiver;~~

~~1.2.41.2.9 The perpetrator~~ Perpetrator who lives in the same home as the victim; ~~and~~

~~1.2.51.2.10 The perpetrator~~ Perpetrator who does not live in the same home as the victim ~~but~~ for whom SSA services are mandated;-

~~1.2.11 Child(ren) and families with physical or emotional abuse allegations; and~~

~~1.2.61.2.12 Child(ren) and FAMILYfamily members and/or CLIENTS with substance abuse, domestic abuse, and/or mental health issues-;~~

~~1.2.7~~

~~1.2.13 FAMILIES~~ Clients generally ~~who~~ have had allegations sustained by Juvenile Court and may be involved in criminal proceedings-; and

~~1.2.81.2.14~~ ~~CONTRACTOR~~ Contractor shall also accept referrals for CLIENTS who are not involved in a court proceeding but are voluntarily working with SSA.

2. GOALS AND OUTCOMES

~~1.32.1~~ CONTRACTOR should shall incorporate the five (5) Protective Factors into service delivery in order to help strengthen families, and prevent abuse and neglect. The Protective Factors are:

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

2.1.1 Social Connections: ~~Isolated families lead to a higher risk of child abuse. Families need to~~ Building trusting relationships and connecting with others to strengthen parenting skills and decrease risk of abuse.

2.1.2 Knowledge of Parenting and Child Development: ~~This leads to~~ Developing appropriate expectations and ~~the use of~~ using more developmentally appropriate guidance techniques.

2.1.3 Social and Emotional Competence of Children: ~~Children who are educated~~ Educating children about identifying feelings, empathizing with others, sharing emotions appropriately, ~~and problem-solving,~~ and ~~have more~~ positive interactions with others.

2.1.4 Concrete Support in Times of Need: Providing ~~Immediate~~ support and resources ~~should be provided~~ when a family is in crisis.

2.1.5 Parental Resilience: ~~This involves~~ ~~b~~ Bouncing back from

difficulties, i.e., recognizing challenges/feelings in difficult times, and the ability to have hope, problem-solve, and take action.

~~2.1.6 CONTRACTOR should incorporate the five (5) Protective Factors into service delivery in order to help strengthen families, and prevent abuse and neglect.~~

2.2 Services must be family centered, family friendly, evidence and trauma informed, and culturally responsive to ~~effectively~~ serve parents with substance abuse, domestic abuse, and/or mental health issues.

~~2.3 Within each year end cohort~~ CONTRACTOR shall provide a pre and post-test survey to ~~r~~ parents. Survey results shall demonstrate ~~will show a~~ statistically significant improvement in Parental Resilience, as described in Subparagraph 2.1.5, ~~based on pre- and post-test survey results.~~

~~2.4 Within each year end cohort,~~ CONTRACTOR shall provide a pre and post-test survey to youth. Survey results shall demonstrate a ~~will show a~~ statistically significant ~~increase~~ improvement in Social-Emotional ~~e~~Competence of Children, as described in Subparagraph 2.1.3, ~~based on pre- and post-test results.~~

~~For purposes of this Agreement, CONTRACTOR agrees to the following workload standards:~~

2.5 Each hour of counseling shall be counted as one (1) service hour regardless of the number of ~~FAMILY~~ family members being served.

2.6 CONTRACTOR shall provide individual, family/conjoint, and/or group sexual abuse counseling services to a minimum of one hundred forty (140) new CLIENTS per fiscal year, during the term of this Agreement.

~~WORKLOAD STANDARDS~~

~~1.4 For purposes of this Agreement, CONTRACTOR and ADMINISTRATOR agree to the following:~~

~~1.4.1 Each hour of counseling shall be counted as one (1)~~

~~service hour regardless of the number of FAMILY members being served.~~

~~Contractor shall:~~

~~1.4.2 Provide a minimum of one thousand four hundred fifty (1,450) aggregate service hours of sexual abuse counseling, inclusive of all modalities (individual, family/conjoint, and/or group counseling), per fiscal year (July 1 to June 30), during the term of this Agreement.~~

~~1.4.3 Provide individual, family/conjoint, and/or group sexual abuse counseling services to a minimum of one hundred forty (140) new CLIENTS per fiscal year, during the term of this Agreement.~~

~~1.5 CONTRACTOR shall report on the distribution of service hours provided and number of CLIENTS/FAMILIES served per modality on a monthly basis.~~

~~2.3.~~ HOURS OF OPERATION

3.1 CONTRACTOR shall provide sexual abuse counseling and family strengthening services during hours that are responsive to the needs of the target population(s), as determined by ADMINISTRATOR.

3.1.1 At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 8:00 p.m., ~~and Saturdays as needed by FAMILIES and CLIENTS.~~

3.1.2 Services must be available Saturdays to accommodate the needs of ~~FAMILIES and CLIENTS.~~

3.1.3 ~~CONTRACTOR is encouraged, but not required, to provide the contracted services on County holidays, whenever possible.~~ At a minimum, fifty percent (50%) of ~~direct counseling~~ services shall be available from 5:00 p.m. to 8:00 p.m., Monday through Friday.

~~2.1.13.1.4 Services shall be available Saturdays to accommodate the needs of FAMILIES and CLIENTS.~~ CONTRACTOR is encouraged, but not required, to provide the contracted services on County/COUNTY holidays, whenever

possible.

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

3.2.1 CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any all-day closure outside of COUNTY's holiday schedule and ~~and the hours listed in Subparagraph 3.13.1 of this Exhibit A~~ ~~Sundays~~.

~~2.1.23.2~~ 2.2.2 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 18, and shall not be reimbursed.

~~3.4.~~ SERVICES

4.1 General Requirements

4.1.1 Staff under this Agreement are prohibited from transporting ~~SSA~~ CLIENTS under any circumstances.

4.1.2 CONTRACTOR shall advise the SSW when there is reason to believe the ~~client~~ CLIENT may be under the influence of drugs and/or alcohol.

4.1.3 Except in circumstances beyond CONTRACTOR's control, as determined by SSA, CONTRACTOR shall be expected to maintain the assignment of the same staff to a particular ~~client/family~~ CLIENT/FAMILY— in order to establish trust and preserve continuity for the ~~client/family~~ CLIENT/FAMILY.

— Contractor shall ~~R~~request prior written approval from Social Services Agency (SSA) Children and Family Services (CFS) Resource Development Management unit (RDM) for any services other than those specified on the original referral.

1 4.2 CONTRACTOR shall comply with SSA's "no show" policy, which
 2 requires that ~~Comply with SSA's "no show" policy, which requires that: ÷~~

3 4.2.1 A "No Show" is defined as a missed appointment and the
 4 client failed to call the ~~Unless the CLIENT/CLIENT's FAMILY calls the~~
 5 CONTRACTOR at least twenty-four (24) hours in advance of a scheduled
 6 appointment to reschedule a time within the same calendar week (Sunday to
 7 Saturday).~~÷~~

8 4.2.2 CONTRACTOR must notify the SSW of ~~the missed appointment~~
 9 ~~(no show)~~a No Show by phone within two (2) business days of the missed
 10 appointment.

11 4.2.3 In the event of a No Show, CONTRACTOR must ~~then~~ send a
 12 written "no show" letter, approved as to form by the ADMINISTRATOR and CFS
 13 Program Liaison, to the PARENT in the appropriate primary language, and send a
 14 copy of the letter to the ~~SSA social worker~~SSW. If the ~~family's~~
 15 ~~FAMILY~~CLIENT's primary language is other than English, CONTRACTOR shall also
 16 send a copy of the English language version of the letter to the SSW.

17 4.2.4 CONTRACTOR must suspend services if the ~~FAMILY~~CLIENT
 18 accumulate(s) three (3) no-shows.

19 4.2.5 The SSW may reinstate the ~~FAMILY~~CLIENT to receive
 20 services within ten (10) business days of receipt of the third no show letter.

21 4.2.6 A ~~FAMILY~~CLIENT may be reinstated only once during the
 22 service period; however, exceptions may be made by the SSW for a ~~FAMILY~~Client
 23 with a court-ordered case plan. ~~In such case~~If an exception is being made,
 24 CONTRACTOR shall schedule the reinstated ~~FAMILY~~Client in the next available
 25 service slot.

26 4.2.7 Terminate CLIENT/~~FAMILY~~ after ten (10) business days, if
 27 SSW does not request that the CLIENT/~~FAMILY~~ be reinstated.

28 ~~3.14.3~~ Direct Service ~~delivery period~~Requirements:

1 4.3.1 Counseling services shall be provided at the CONTRACTOR's
2 office location(s), or as determined by the SSW or RDM. The different
3 counseling models (modality) include:

4 4.3.1.1 Individual counseling means one (1) CLIENT
5 specified on the referral form.

6 4.3.1.2 Conjoint counseling means two (2) CLIENTS
7 listed on the referral form.

8 4.3.1.3 Family counseling means three (3) or more
9 CLIENTS listed on the referral form.

10 4.3.1.4 If CONTRACTOR and/or SSW determines that
11 additional CLIENT(s) need to be served, those additional CLIENTS will need to
12 be approved in writing on an Add-On form authorized by RDM before the
13 CONTRACTOR can begin counseling to those additional CLIENTS.

14 4.3.2 Each "counseling hour" shall consist of fifty (50)
15 minutes of direct counseling services and ten (10) minutes of case
16 administration.

17 4.3.3 CONTRACTOR shall not provide more than one (1) counseling
18 session, per calendar week, per authorization, unless otherwise authorized by
19 CONTRACTOR. In the event of a crisis, as determined by CONTRACTOR, additional
20 sessions may be provided during any given week, and CONTRACTOR shall notify
21 ADMINISTRATOR.

22 4.3.4 Counseling services shall begin within five (5) business
23 days after completion of the Intake Interview and shall not exceed twenty (20)
24 consecutive weekly sessions from the Intake Interview.

25 4.3.5 On-site, supervised child care shall be provided when
26 CLIENTS are receiving services.

27 4.3.6 Services shall be outcome driven and identify indicators
28 that accurately reflect progress toward the stated service delivery goals.

1 The CLIENT's/~~FAMILY's~~ gains (or lack thereof) after ~~intervention~~counseling
2 shall be measured, and changes in the CLIENT/~~FAMILY~~ over the course of the
3 service period shall be described in monthly Progress Reports (both telephonic
4 and paper) and the Termination Report, per Subparagraphs 7.1.27-1.2 and
5 7.1.37-1.3 of this Exhibit A.

6 4.3.7 CONTRACTOR shall identify the ~~FAMILY~~CLIENT's immediate
7 basic needs, which could include housing, food, and clothing, and refer the
8 ~~FAMILY~~client to appropriate community resources.

9 4.3.8 If suicidality, homocidality, substance abuse, and/or
10 domestic violence issues are identified at any time during treatment, a
11 documented safety and intervention plan shall be developed with the CLIENT ~~T,~~
12 ~~and FAMILY,~~ when appropriate, in accordance with best practice protocols.

13 4.3.9 Counseling services shall be available in English, ~~and~~
14 Spanish, and Vietnamese, as needed.

15 4.3.10 Family members may be referred for more than one (1)
16 modality at any time during service delivery.

17 4.4 CLIENT Orientation

18 4.4.1 CONTRACTOR shall provide an Orientation to each ~~adult~~
19 ~~CLIENT, FAMILY of a child~~CLIENT, ~~and/or child~~ age twelve (12) and older.

20 4.4.2 The Orientation, conducted by CONTRACTOR's Licensed
21 Therapist and/or Registered Intern will explain the rules and expectations of
22 the Sexual Abuse Counseling Services program, including the relationship of
23 the program with SSA, child abuse reporting, no show policy and terminations,
24 services provided, emergency procedures, confidentiality, and scheduling of
25 appointments.

26 4.4.3 Each CLIENT shall be given an information packet in their
27 primary language that contains all materials covered in ~~this~~the Orientation
28 ~~session.~~

1 4.4.4 Orientation sessions may be conducted as part of the
2 intake process.

3 4.5 Intake Assessment:

4 4.5.1 An Intake assessment, including a psycho-social family
5 history, trauma history assessment, mental status exam, substance abuse
6 evaluation, domestic violence evaluation, and Assessment Treatment Plan (ATP),
7 is required for all CLIENTS referred.

8 4.5.2 Licensed Therapists and/or Registered Interns shall
9 conduct an intake assessment with all CLIENTS referred to clearly identify the
10 CLIENT's/~~FAMILY's~~ problem behaviors and needs, and chart the most effective
11 and efficient course of counseling to address those needs.

12 4.5.3 A maximum of three (3), fifty (50) minute Intake sessions
13 per CLIENT/~~family~~FAMILY may be used to complete the Intake.

14 4.5.4 Sessions associated with completing the Intake Assessment
15 are independent of any sessions providing direct counseling services and will
16 not be included in the count ~~for~~toward the twenty (20) maximum number of
17 counseling sessions ~~(20)~~.

18 ~~3.1.1 Contractor shall provide Individual and/or~~
19 ~~family/conjoint counseling services for twenty-six (26) consecutive weekly~~
20 ~~sessions, immediately following and not including the intake assessment~~
21 ~~(hereinafter referred to as "intake") or as otherwise designated by SSA.~~
22 ~~Contractor shall provide Group counseling for twelve (12) weeks or as~~
23 ~~otherwise designated by SSA. CLIENTS may receive more than one modality at any~~
24 ~~time during service delivery, as approved by SSA.~~

25 ~~3.1.2 CONTRACTOR may submit an Extension Request to provide~~
26 ~~services for individual and/or family/conjoint counseling beyond the twenty-~~
27 ~~six (26) session service period for an additional twenty-six (26) weeks of~~
28 ~~services, per Subparagraph 5.6 of this Exhibit A. Group counseling is not~~

1 ~~eligible for extensions.~~

2 ~~3.2 Specialized Services:~~

3 ~~3.2.1 CONTRACTOR shall provide expert treatment services for the~~
4 ~~following:~~

5 ~~3.2.1.1 Sibling perpetrators, adolescent~~
6 ~~perpetrators, female perpetrators, male perpetrators, female victims, male~~
7 ~~victims, non-offending parents or parties, victims of human trafficking,~~
8 ~~perpetrators of human trafficking, or groups treating various degrees of~~
9 ~~sexual abuse victimization.~~

10 ~~3.2.1.2 4.5.4.1 FAMILY members and/or CLIENTS with~~
11 ~~substance abuse, domestic abuse, and/or mental health issues.~~

12 ~~3.2.2 Contractor shall use, when clinically appropriate,~~
13 ~~Evidenced Based Practices, including but not limited to Trauma Focused~~
14 ~~Cognitive Behavioral Therapy (TF-CBT) to effectively serve CLIENTS who have~~
15 ~~been involved or exposed to trauma-inducing experiences. TF-CBT is a component-~~
16 ~~based treatment model that incorporates trauma-sensitive interventions with~~
17 ~~cognitive, behavioral, family and humanistic principles and techniques to~~
18 ~~provide a structure addressing the multi-faceted needs of sexual abuse victims~~
19 ~~and their families. This model aids families in their recovery from trauma~~
20 ~~and grief in a time-limited fashion.~~

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

~~3.3~~ Orientation:

~~3.3.1~~ ~~CONTRACTOR shall provide an Orientation to each adult CLIENT, adult caregiver of a CHILD CLIENT, and/or CHILD age 12 and older. The Orientation, conducted by CONTRACTOR's Licensed Therapist and/or Registered Intern will to explain the rules and expectations of the program, including the relationship of the program with SSA, child abuse reporting, no show policy and terminations, services provided, emergency procedures, confidentiality, and scheduling of appointments. Each CLIENT shall be given an information packet in their primary language that contains all materials covered in this session.~~

~~3.3.2~~ ~~Orientations may be conducted for individual CLIENTS or in groups, whichever allows the CLIENT to receive the Orientation promptly in order to start services without delay. Orientation groups shall be limited to twenty (20) CLIENTS, or as otherwise approved by ADMINISTRATOR.~~

~~3.4.6~~ Assessment and Treatment Plan (ATP):

~~3.4.1~~ ~~Licensed Therapists and/or Registered Interns shall conduct an intake for all CLIENTS referred to clearly identify the CLIENT's/FAMILY's problem behaviors and needs, and chart the most effective and efficient course of counseling to address those needs.~~

~~3.4.2~~ ~~The intake shall include a social family history, mental status exam, substance abuse evaluation, domestic violence evaluation, and an Assessment and Treatment Plan (ATP), for all CLIENTS referred. If domestic violence is identified, a safety plan shall be developed with the CLIENT.~~

~~4.6.1~~ ~~An~~ The ATP is an outcome-oriented, written statement containing problem identification and measurable goals in behavioral terms with the specific interventions to be used during the service period. The goals in the ATP ~~, and~~ should be consistent with the reason(s) for referral.

~~4.6.2~~ The ATP shall also contain the CLIENT's and/or FAMILY's

1 strengths, support systems, resources, ~~and~~ needs, and motivation to
2 participate in treatment.

3 ~~3.4.34.6.3~~ ~~—Additionally, the~~ The ATP shall list all contacts
4 with CLIENT(S)/FAMILY, ~~CFS assigned Senior Social Worker (hereinafter referred~~
5 ~~to as “SSW”)~~, and collateral sources, ~~contacts with individuals outside the~~
6 ~~FAMILY, and~~ all completed appointments, and all scheduled appointments the
7 CLIENT(S)/FAMILY failed to keep.

8 ~~3.4.4~~ ~~A maximum of three (3), fifty (50) minute sessions per~~
9 ~~CLIENT/FAMILY may be used to complete the intake. The intake shall be~~
10 ~~independent of any sessions providing direct counseling services and shall not~~
11 ~~be included in the count for number of counseling sessions.~~

12 ~~3.4.5~~ Revised ATP:

13 4.6.4 CONTRACTOR shall complete a Revised ATP upon SSA's
14 request or when a FAMILY's treatment goals or plan needs to be modified or
15 changed after an original ATP has been submitted. Concurrence by the SSW with
16 any ~~R~~Revised ATP shall be documented prior to implementing the changes.

17 4.7 Sexual Abuse Counseling ~~CLIENTS~~

18 4.7.1 Following the ATP assessment, the CONTRACTOR shall
19 provide individual, and/or family/conjoint counseling, and/or group counseling
20 services to ~~any of the following persons: CLIENTS/FAMILY, and/.~~

21 4.7.2 CONTRACTOR shall assist to identify and understand
22 problems related to abuse and/or neglect, substance abuse, and domestic
23 violence, to achieve goals, ~~and~~ modify behavior.

24 4.8 Individual, family/conjoint, and/or group counseling, as deemed
25 appropriate by the assessment, must be provided within five (5) business days
26 following completion of the Intake Assessment.

27 ~~3.5~~.

28 ~~3.6~~ Service Requirements:

1 ~~3.6.1 Sexual abuse counseling services shall begin within five~~
2 ~~(5) business days following completion of the ATP or as otherwise approved by~~
3 ~~Administrator and/or SSW.~~

4 ~~3.6.2 On-site, supervised child care shall be provided when~~
5 ~~CLIENTS are receiving services.~~

6 ~~3.6.3 Services shall be outcome driven and identify indicators~~
7 ~~that accurately reflect progress toward the stated service delivery goals.~~
8 ~~The CLIENT's/FAMILY's gains (or lack thereof) after intervention shall be~~
9 ~~measured, and changes in the CLIENT/FAMILY over the course of the service~~
10 ~~period shall be described in monthly Progress Reports (both telephonic and~~
11 ~~paper) and the Termination Report, per Subparagraphs 4.9, 8.1.2, and 8.1.3 of~~
12 ~~this Exhibit A.~~

13 ~~3.6.4 CONTRACTOR shall identify the FAMILY's immediate basic~~
14 ~~needs, which could include housing, food, and clothing, and refer the FAMILY~~
15 ~~to appropriate community resources.~~

16 ~~3.6.5 Contractor shall use its best efforts to maintain the~~
17 ~~assignment of the same staff to a particular CLIENT/FAMILY in order to~~
18 ~~establish trust and preserve continuity for the CLIENT/FAMILY.~~

19 ~~3.7.4.9~~ Individual and Family/Conjoint Counseling:

20 ~~3.7.14.9.1~~ If the adults are in the family/conjoint modality,
21 then the ~~Children~~ children in the FAMILY may be treated by the same ~~Licensed~~
22 ~~Therapist and/or Registered Intern~~ counselor.

23 ~~3.7.24.9.2~~ If the adults are in the individual counseling
24 modality, then the children in the FAMILY shall not be treated by the same
25 ~~counselor~~ ~~Licensed Therapist and/or Registered Intern~~.

26 ~~3.7.34.9.3~~ For any modality, the perpetrator in the FAMILY shall
27 not be treated by the same ~~counselor~~ ~~Licensed Therapist and/or Registered~~
28 ~~Intern~~ treating the victim(s) in that FAMILY, and shall not receive treatment

1 on the same days as victims, their siblings, or the non-offending
2 ~~parent~~FAMILY.

3 4.9.4 A child perpetrator who resides with the victim(s) may be
4 scheduled for services on the same day as the victim(s) and/or the non-
5 offending ~~parent~~FAMILY.

6 ~~3.8~~

7 ~~3.9.4.10~~ Group Counseling:

8 ~~3.9.14.10.1~~ Group counseling shall include a minimum of two (2)
9 unrelated CLIENTs and a maximum of twelve (12) unrelated CLIENTS. The
10 ~~client~~CLIENT in group counseling cannot have related cases or family members.

11 ~~3.9.24.10.2~~ Groups shall be available in the languages of English
12 and Spanish, and, as needed, in Vietnamese.

13 ~~3.9.34.10.3~~ Group modules shall be twelve (12) weeks in duration,
14 or as otherwise designated by ~~SSA~~ADMINISTRATOR, and CLIENTS may attend more
15 than one (1) group.

16 ~~3.9.44.10.4~~ Groups of seven (7) CLIENTS or less require only one
17 (1) Licensed Therapist and/or Registered Intern. Groups of eight (8) to twelve
18 (12) CLIENTS shall be co-led by at least two (2) Licensed Therapists and/or
19 Registered Interns.

20 ~~3.9.54.10.5~~ Groups for sexual abuse victims and sexual abuse
21 perpetrators shall be conducted at different times. Contractor shall make its
22 best efforts to ensure that these CLIENTS do not have contact with each other.

23 4.11 CONTRACTOR shall use, when clinically appropriate, Evidenced Based
24 Practices, including, but not limited to, Trauma Focused Cognitive Behavioral
25 Therapy (TF-CBT) to effectively serve CLIENTS who have been involved or
26 exposed to trauma-inducing experiences.

27 ~~TF-CBT is a component-based treatment model that~~
28 ~~incorporates trauma-sensitive interventions with cognitive, behavioral, family~~

1 ~~and humanistic principles and techniques to provide a structure addressing the~~
2 ~~multi faceted needs of sexual abuse victims and their families.~~

3 4.11.1 ~~The TF-CBT model can aid families in their recovery from~~
4 ~~trauma and grief in a time-limited fashion.~~

5 4.12 CONTRACTOR shall administer pre- and post-tests, supplied by
6 ADMINISTRATOR, which measure changes in CLIENTS/~~FAMILIES~~.

7 4.12.1 CONTRACTOR shall administer the pre-test during the
8 CLIENT's/~~FAMILY's~~ intake process and submit to RDM along with the ATP.

9 4.12.2 CONTRACTOR shall administer the post-test during the
10 termination session and submit to RDM along with the ~~Termination~~Termination
11 Report.

12 ~~Pre and Post-Tests:~~

13 ~~3.9.6 CONTRACTOR shall administer pre and post tests, which~~
14 ~~measure changes in CLIENTS/~~FAMILIES~~. The pre test shall be administered~~
15 ~~during the CLIENT's/~~FAMILY's~~ intake and the post-test will be administered~~
16 ~~during the termination session.~~

17 ~~3.10.14.13~~ Community Resource Linkages:

18 4.13.1 Throughout the course of services, CONTRACTOR shall
19 identify and address the CLIENT's~~s~~/~~FAMILY's~~s immediate basic needs, which
20 could include housing, food, and clothing, by referring them to appropriate
21 community resources. CONTRACTOR shall follow-up with CLIENTS/~~FAMILIES~~ to
22 ensure successful linkage with community resources.

23 4.13.2 CONTRACTOR shall capitalize on opportunities to provide
24 integrated, coordinated, and easily accessible resources and link the FAMILY
25 to them, including familiarizing the FAMILY with the community Family Resource
26 Center, if one is in their area.

27 ~~3.10.14.13.3~~ CONTRACTOR shall also teach the FAMILY how to
28 independently obtain assistance and/or services through community resources

1 and shall follow up to find out if the FAMILY was successful in obtaining
2 assistance.

3 ~~3.10.24.13.4~~ CONTRACTOR shall network with other agencies to
4 ensure FAMILIES secure the necessary services to meet their on-going needs.

5 ~~3.11 Quality Assurance/Quality Control:~~

6 ~~3.11.1.1 Utilization Review: ADMINISTRATOR shall~~
7 ~~conduct Utilization Reviews (URs) to evaluate CONTRACTOR's compliance with~~
8 ~~required documentation, record-keeping, and service delivery performance.~~
9 ~~ADMINISTRATOR will determine the frequency of URs and provide advance~~
10 ~~notification to CONTRACTOR to ensure that specified staff is in attendance.~~
11 ~~ADMINISTRATOR will provide CONTRACTOR with oral and written feedback regarding~~
12 ~~UR findings. In the event that unresolvable differences of opinion arise~~
13 ~~regarding the UR findings, the dispute shall be submitted to the CFS Director~~
14 ~~for final resolution. Nothing in this section shall limit the County's~~
15 ~~ability to terminate this agreement pursuant to Paragraph 44.~~

16 4.14 Case Review Conference:

17 4.14.1 CONTRACTOR shall conduct monthly Case Review Conferences
18 (CRCs) in which direct service staff will present selected SSA cases for
19 discussion.

20 4.14.2 Topics to be discussed may include family dynamics,
21 family genogram, case challenges, successful service delivery strategies,
22 resources utilized, and outcomes.

23 4.14.3 ADMINISTRATOR may attend CRCs on a quarterly basis to
24 provide consultation and assistance in monitoring and determining the focus of
25 programmatic services.

26 ~~3.11.24.14.4~~ CONTRACTOR shall notify the SSWs of the cases to
27 be ~~discussed~~ presented at the CRC at least two (2) weeks in advance of the
28 scheduled meeting to afford the SSWs an opportunity to participate.

~~3.11.34.14.5~~ At minimum, CONTRACTOR shall conduct:

~~3.11.3.14.14.5.1~~ Monthly internal monitoring of case files to ensure program compliance and consistent use and documentation of clinical best practices.

~~3.11.3.24.14.5.2~~ Monthly staff meetings to coordinate treatment provided to CLIENTS/~~FAMILIES~~. The SSWs shall be notified and invited to attend two weeks (2) in advance.

~~3.11.3.34.14.5.3~~ Bi-monthly group supervision meetings to review the most critical cases. The assigned SSWs shall be notified and invited to attend two weeks (2) in advance.

~~3.124.15~~ Case Management between Licensed Therapist and/or Registered Intern and SSW or Supervisor, if SSW is unavailable, shall occur monthly by telephone conversation to discuss progress and concerns of CLIENTS/~~FAMILIES~~.

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

~~3.13~~ Staff Training and Supervision:

~~3.13.1~~ At minimum and at no cost to COUNTY, CONTRACTOR shall ensure that Licensed Therapists and Registered Interns complete the following:

~~3.13.1.1.1~~ An initial seven (7) hour training course on spousal/partner abuse/domestic violence issues must be completed within six (6) months of hiring.

~~3.13.1.1.2~~ A six (6) hour refresher training course on spousal/partner abuse/domestic violence issues within the period covered by the term of this Agreement.

~~3.13.1.1.3~~ Three (3) hours of TF-CBT training during

~~the term of this Agreement.~~

~~3.13.1.1.4 Twelve (12) hours of specialized training in the identification and treatment of child victims of sexual exploitation (CSEC).~~

~~3.13.1.2 Ensure that at least one (1) Licensed Therapist has completed Eye Movement Desensitization Reprocessing basic training.~~

~~3.13.2 CONTRACTOR shall be required to send staff to COUNTY-sponsored training, if requested by SSA.~~

~~3.13.3 The Program Director shall provide a minimum of one (1) hour of individual supervision per week and two (2) hours of group supervision per month to all direct service staff.~~

~~4.5. ADDITIONAL CONTRACTOR RESPONSIBILITIES~~

~~CONTRACTOR agrees to:~~

~~4.1 Provide services that are family-centered, family-friendly, and culturally responsive.~~

~~4.2 Appear and testify at Juvenile Court hearings, when requested by Administrator.~~

~~4.3 Prohibit anyone employed under this Agreement from transporting CLIENTS under any circumstances.~~

~~4.4 Advise SSW when there is a reasonable suspicion that a CLIENT may be abusing drugs and/or alcohol.~~

~~4.5 Ensure that a Licensed Therapist and Registered Interns are available throughout the term of this Agreement in order to provide services to CLIENTS.~~

~~4.65.1 Extension Request Requirements:~~

~~4.6.15.1.1 Request and~~CONTRACTOR must obtain ~~CFS'~~ prior written approval from RDM staff ~~for any extension of services beyond the defined~~

1 ~~service period of twenty-six (26) sessions,~~ in a form approved by
2 ADMINISTRATOR.

3 ~~4.6.25.1.2~~ Extension requests on closed CFS cases will not be
4 approved. ~~A~~Should CONTRACTOR ~~who elects~~ to provide services to a
5 CLIENT/FAMILY who does not have an open CFS case, ~~CONTRACTOR shall will be~~
6 ~~deemed out of compliance with the terms of the contract~~ExtensionsAgreement are
7 ~~only permitted in CFS cases.~~

8 ~~4.6.35.1.3~~ ContractorCONTRACTOR shall ~~Submit~~submit the extension
9 request to ~~CFS~~RDM at least thirty (30) calendar days in advance of the
10 ~~originally~~scheduled service termination date that includes treatment updates
11 and goals justifying the service extension.

12 ~~4.6.45.1.4~~ Services are authorized for a defined period, as
13 specified in Subparagraph 4.3.44.8.4. ~~CONTRACTOR understands that continuing~~
14 ~~services beyond the specified service period without an approved written~~
15 ~~approved extension request, as indicated above, may be subject to contract~~
16 ~~termination of the Agreementwill result in CONTRACTOR incurring upon itself~~
17 ~~all fiscal obligations related to those services.~~

18 ~~4.6.55.1.5~~ CONTRACTOR shall be responsible for documenting and
19 tracking all dates of services, including start and end dates.

20 ~~4.7~~ No Show Policy Compliance:

21 ~~CONTRACTOR shall:~~

22 ~~4.7.1~~ Unless the CLIENT/FAMILY calls CONTRACTOR at least
23 ~~twenty-four (24) hours in advance of a scheduled appointment (including~~
24 ~~Orientation, intake, or counseling session) to reschedule a time, alert the~~
25 ~~SSW of the missed appointment (No Show) by telephone within two (2) business~~
26 ~~days after the missed appointment.~~

27 ~~4.7.2~~ Then send a written "No Show" letter, on an Administrator
28 ~~approved form, to the CLIENT/FAMILY in the appropriate primary language, with~~

~~a copy to the SSW. If the CLIENT's primary language is other than English, CONTRACTOR shall also send a copy of the English language version of the letter to the SSW. A copy of every No Show letter, in applicable languages, shall be filed in CLIENT's file.~~

~~4.7.3 Suspend services if the CLIENT/FAMILY accumulates three (3) No Shows.~~

~~4.7.4 The SSW may reinstate the CLIENT/FAMILY to continue to receive services within ten (10) business days of receipt of the third No Show letter. A CLIENT/FAMILY may be reinstated only once during the service period; however, exceptions may be made by the SSW for a CLIENT/FAMILY with a court-ordered case plan. In such cases, CONTRACTOR shall schedule the reinstated CLIENT/FAMILY in the next available service slot and shall obtain a new release of information form from CLIENT/FAMILY.~~

~~4.7.5 Terminate CLIENT/FAMILY after ten (10) business days, if SSW does not request that the CLIENT/FAMILY be reinstated.~~

~~4.85.2~~ Special Incident Report Requirements:

5.2.1 CONTRACTOR shall make direct telephone contact with SSW, SSW's supervisor, or CFS Officer of the Day immediately, Monday through Friday from 8:00 a.m. to 5:00 p.m., but no later than three (3) hours after the incident (voicemail is not acceptable), in the event of any incident of unusual, aggressive, or high-risk behavior by a CLIENT/FAMILY, or any unusual incident experienced by CONTRACTOR as directly related to this Agreement, or if there are any injuries suffered by any party in the delivery of services to a SSA CLIENT/FAMILY. ~~In the event CONTRACTOR is not able to speak directly with SSW, SSW's supervisor or CFS Officer of the Day, CONTRACTOR shall leave a voice message for the CFS Officer of the Day.~~

~~4.8.1~~

~~5.2.2 CONTRACTOR shall document the incident by completing the~~

~~Special Incident Report form provided by SSA. CONTRACTOR shall submit the Special Incident Report to both Contract Administrator and CFS Program Liaison within one (1) business day of the incident and must place a copy in the CLIENT's/FAMILY's case file~~Should the incident occur after hours or on weekends, the CONTRACTOR shall leave a voicemail message for the SSW and the SSW's supervisor.

~~4.8.2~~

5.2.3 If the incident does not meet the criteria specified in subparagraph 5.2.1, CONTRACTOR shall notify the SSW within three (3) hours.~~Voicemail is acceptable.~~

5.2.4 In the event of an after hours emergency ~~that requires medical intervention~~, the CONTRACTOR shall notify Orangewood Children and Family Center's after hours emergency phone number, (714) 935-7171.

5.2.5 CONTRACTOR shall document the incident by completing the Special Incident Report form provided by ~~SSA~~ADMINISTRATOR. CONTRACTOR shall submit the Special Incident Report to SSW, ADMINISTRATOR, and CFS Program Liaison within one (1) business day of the incident and must place a copy in the CLIENT's/FAMILY's case file.

~~FACILITIES~~

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

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

~~5-6.~~ FAMILY CASE RECORDS

CONTRACTOR shall maintain on each CLIENT/FAMILY:

~~5.1.1.16.1.1~~ 6.1.1 Case Notes, which shall:

~~5.1.1.16.1.1.1~~ 6.1.1.1 Be completed, signed, and dated by the Licensed Therapist and/or Registered Intern for every entry.

~~5.1.1.26.1.1.2~~ 6.1.1.2 Detail the Licensed Therapist's and/or Registered Intern's observations and interactions with the CLIENT/FAMILY consistent with the ATP or Monthly Progress Report.

~~5.1.1.36.1.1.3~~ 6.1.1.3 Record when case was staffed/reviewed with supervisor.

~~5.1.1.46.1.1.4~~ 6.1.1.4 Document **monthly** case consultations, including challenges to be addressed, team members present, decisions made, updated interventions, progress made, and estimated termination date.

~~5.1.1.56.1.1.5~~ 6.1.1.5 Document all written and verbal communications with the SSW.

~~5.1.1.66.1.1.6~~ 6.1.1.6 Document any incidents requiring a Special Incident Report.

6.1.2 Case records on each CLIENT/FAMILY, which shall include:→

~~5.1.1.76.1.2.1~~ 6.1.2.1 CLIENT's name, address, phone number, and employment information.

~~5.1.1.86.1.2.2~~ 6.1.2.2 Names, birth dates, and sex of all FAMILY members.

~~5.1.1.96.1.2.3~~ 6.1.2.3 Names of other persons in the home and their relationship to the FAMILY.

~~5.1.1.106.1.2.4~~ 6.1.2.4 Referral Form and any other referral documentation provided by COUNTY.

~~5.1.1.116.1.2.5~~ 6.1.2.5 ATP and, when applicable, Revised ATP.

~~5.1.1.126.1.2.6~~ 6.1.2.6 Pre- and Post-Tests.

~~5.1.1.136.1.2.7~~ 6.1.2.7 Monthly Progress Reports.

- 1 ~~5.1.1.14~~6.1.2.8 Termination Report.
- 2 ~~5.1.1.15~~6.1.2.9 Social and family histories.
- 3 ~~5.1.1.16~~6.1.2.10 Case notes.
- 4 ~~5.1.1.17~~6.1.2.11 Copy(ies) of ~~No~~—no ~~Show~~—show
- 5 letters.
- 6 ~~5.1.1.18~~6.1.2.12 Supervisory review of case.
- 7 ~~5.1.1.19~~6.1.2.13 Case staffing.
- 8 ~~5.1.1.20~~6.1.2.14 Referrals to community resource
- 9 linkages and follow-up documentation.
- 10 ~~5.1.1.21~~6.1.2.15 Fee assessment/financial information
- 11 forms.
- 12 ~~5.1.1.22~~6.1.2.16 Authorization to release information
- 13 between ADMINISTRATOR and CONTRACTOR.

14 ~~6.~~ WORKLOAD STANDARDS

15 ~~6.1~~ For purposes of this Agreement, CONTRACTOR and ADMINISTRATOR agree

16 to the following:

17 ~~6.1.1~~ Each hour of counseling shall be counted as one (1)

18 service hour regardless of the number of FAMILY members being served.

19 Contractor shall:

20 ~~6.1.2~~ Provide a minimum of one thousand four hundred fifty

21 (1,450) aggregate service hours of sexual abuse counseling, inclusive of all

22 modalities (individual, family/conjoint, and/or group counseling), per fiscal

23 year (July 1 to June 30), during the term of this Agreement.

24 ~~6.1.3~~ Provide individual, family/conjoint, and/or group sexual

25 abuse counseling services to a minimum of one hundred forty (140) new CLIENTS

26 per fiscal year, during the term of this Agreement.

27 ~~6.2~~ CONTRACTOR shall report on the distribution of service hours

28 provided and number of CLIENTS/FAMILIES served per modality on a monthly

basis.

7. REPORTS

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

7.1 CONTRACTOR shall submit to CFS:

7.1.1 ATP:

7.1.1.1 Must be consistent with the reason for referral and based on the priorities identified by the SSW, and establish specific goals to meet the individual needs of the CLIENT/FAMILY.

7.1.1.2 Lists all monthly contacts with CLIENT/FAMILY, SSW, and collateral sources.

7.1.1.3 Provides a therapeutic plan developed collaboratively with the CLIENT/FAMILY by the CONTRACTOR.

7.1.1.4 Includes a listing of all completed appointments and scheduled appointments which the CLIENT/FAMILY fails to keep.

7.1.1.5 Must be measurable, time-bound, and specific.

7.1.1.6 Must be completed within thirty (30) days of the first referral date stamp.

7.1.1.7 Must be sent to RDM for processing.

~~7.1.1.1 As described in Subparagraph 4.4 of this Exhibit A, within thirty (30) calendar days of completing the first intake session.~~

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

7.1.2 Monthly Progress Report:

~~7.1.2.1 By the tenth (10th) calendar day of each month for each FAMILY/CLIENT served during the preceding month. Progress Reports are not required in months an ATP, Revised ATP, or Termination Report~~

~~is completed.~~

7.1.2.2 ~~This~~The Progress Report shall be submitted, in a format approved by the ADMINISTRATOR, directly to the SSW no later than the tenth (10th) calendar day of each month for each family served during the preceding month.

~~7.1.2.1~~7.1.2.3 The Progress Report ~~and~~ shall include, but not be limited to:

~~7.1.2.1.1~~7.1.2.3.1 All contacts made with CLIENT/FAMILY, SSW and collateral sources during the month.

~~7.1.2.1.2~~7.1.2.3.2 All completed appointments and all scheduled appointments that the CLIENT/FAMILY failed to keep ~~No Shows~~.

~~7.1.2.1.3~~7.1.2.3.3 CLIENT's/FAMILY's progress during the month in meeting goals and objectives outlined in the ATP,

~~7.1.2.1.4~~7.1.2.3.4 All community resources/referrals given by CONTRACTOR to CLIENT/FAMILY during the month, outcomes associated with each of the community resources/referrals and follow-up on existing resources/referrals, and

7.1.2.3.5 Other significant information ascertained about the CLIENT/FAMILY.

7.1.2.3.6 Progress Reports are not required in months an ATP, Revised ATP, or Termination Report is completed.

~~Other items pertinent to this Exhibit A.~~

7.1.3 Termination Report (TR):

7.1.3.1 Within fifteen (15) days of termination of services for each FAMILY/CLIENT terminating services during the preceding month, CONTRACTOR shall provide a written report, in a format approved by the ADMINISTRATOR.

~~7.1.3.1~~7.1.3.2 This TR shall include, but not be limited

to:

~~7.1.3.1.1~~ 7.1.3.2.1 A summary of all information required on the Monthly Progress Report, identified in Subparagraph ~~7.1.27.1.28.1.2~~ of this Exhibit A,

~~7.1.3.1.2~~ 7.1.3.2.2 All community resources/referrals given by CONTRACTOR to CLIENT/FAMILY during treatment and outcomes associated with each of the community resources/~~for follow up services~~.

~~7.1.3.1.3~~ 7.1.3.2.3 CLIENT's ongoing issues/concerns,

7.1.3.2.4 The reason(s) services were terminated,

7.1.3.2.4.1 ~~If~~ Whether the ~~family~~ FAMILY successfully addressed the goals in the ATP,

~~7.1.3.1.4~~ 7.1.3.2.5 All completed appointments and all scheduled appointments that the CLIENT/FAMILY failed to keep, and

~~7.1.3.1.5~~ 7.1.3.2.6 Other items pertinent to this Exhibit A.

7.1.4 Reports on Closed CFS Cases:

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

7.1.4.2 CONTRACTOR shall submit to ~~Contract Administrator~~ ADMINISTRATOR:

7.1.5 Monthly Workload Standards Report:

7.1.5.1 By the tenth (10th) calendar day of each month, CONTRACTOR shall complete and submit to ADMINISTRATOR, a Monthly

1 Workload Standards Report on a format approved by ADMINISTRATOR.

2 ~~7.1.5.1~~ 7.1.5.2 Monthly Workload Standards Report shall ~~to~~
3 include, but may not be limited to the following information for the preceding
4 month:

5 ~~7.1.5.2~~ 7.1.5.3 Number of new CLIENTS/~~FAMILIES~~ referred
6 per treatment modality (individual, family/conjoint, and/or group counseling),

7 ~~7.1.5.3~~ 7.1.5.4 Referral source,

8 ~~7.1.5.4~~ 7.1.5.5 Number of new CLIENTS/~~FAMILIES~~ served per
9 treatment modality.

10 ~~7.1.5.5~~ 7.1.5.6 Number of hours of direct services
11 provided per treatment modality,

12 ~~7.1.5.6~~ 7.1.5.7 Number of hours provided for Orientations
13 and intakes,

14 ~~7.1.5.7~~ 7.1.5.8 Number of English, Spanish, and Vietnamese
15 speaking CLIENTS/~~FAMILIES~~ served,

16 ~~7.1.5.8~~ 7.1.5.9 Number of collateral service hours
17 provided,

18 ~~7.1.5.9~~ 7.1.5.10 Number of FAMILIES participating in
19 Child and Family Team Meetings,

20 ~~7.1.5.10~~ 7.1.5.11 Number of hours spent at Juvenile
21 Court,

22 ~~7.1.5.11~~ 7.1.5.12 Number of active cases at the end of
23 the month,

24 ~~7.1.5.12~~ 7.1.5.13 Number of cases closed during the
25 month, and

26 7.1.5.14 Number of English, Spanish, and Vietnamese
27 speaking CLIENTS/~~FAMILIES~~ on waitlist and date of next anticipated opening.

28 7.1.6 Monthly Activity Report

1 7.1.6.1 By the tenth (10th) calendar day of each
2 month, CONTRACTOR shall complete and submit to ADMINISTRATOR, a Monthly
3 Activity Report for all active cases, terminated cases, and those on the wait
4 list.

5 7.1.6.2 Monthly Activity Report shall be submitted
6 on a format approved by ADMINISTRATOR, which shall include, but may not be
7 limited to, the following information:

8 7.1.6.3 Case name & State number.

9 7.1.6.4 Date referral received.

10 7.1.6.5 Total number of "no shows" with specified
11 date of the most recent "no show".

12 7.1.6.6 Date services were terminated.

13 7.2 ADMINISTRATOR may, in its sole discretion, add, delete, waive or
14 otherwise modify individual reporting requirements as stated in this
15 subparagraph.

16 -

17 8. MEETINGS

18 8.1 CONTRACTOR shall attend ~~CONTRACTORS'~~Contractors Forum meetings, as
19 scheduled by ADMINISTRATOR. ~~Contractors' Forum;~~

20 ~~- CONTRACTOR shall attend Contractors' Forum meetings as scheduled~~
21 ~~by ADMINISTRATOR.~~

22 ~~8.2 Family Team Meetings;~~

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

25 8.2 CONTRACTOR shall attend other service related meetings, as
26 requested by ADMINISTRATOR.

27 ~~CONTRACTOR shall attend meetings, as requested by SSA.~~

28 8.3 CONTRACTOR shall appear and testify at Juvenile Court hearings,

1 when ~~subpoenaed~~ requested by Administrator.

2 8.4 Child and Family Team (CFT) Meetings

3 8.4.1 CFTs are part of a family-centered, strength-based,
4 collaborative process designed to develop a plan of care in the best interest
5 and protection of the child and familial supports.

6 8.4.2 The CFT is a multi-disciplinary team that includes the
7 CLIENT/FAMILY, SSW and representatives from ~~a varied~~ of County, community,
8 familial and/or contracted service providers.

9 8.4.3 CONTRACTOR's direct service staff shall be required to
10 participate in CFT Meetings.

11 8.4.4 CFT Meetings may occur at a location other than
12 CONTRACTOR's facility.

13 9. ~~QUALITY ASSURANCE/QUALITY CONTROL~~UTILIZATION REVIEW (UR)

14 9.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least
15 annually, to review and evaluate a random selection of FAMILY case records.

16 9.2 The review may include, but is not limited to, an evaluation of
17 the necessity and appropriateness of services provided and length of services.

18 9.3 CLIENT/FAMILY cases to be reviewed shall be randomly selected by
19 ADMINISTRATOR and may include both open and closed cases.

20 9.4 ADMINISTRATOR may conduct the UR at CONTRACTOR's facility
21 referenced in Paragraph ~~99~~ of this Exhibit A, with date and time determined at
22 ADMINISTRATOR'S discretion.

23 9.4.1 ADMINISTRATOR may provide oral and/or written feedback
24 regarding UR findings.

25 9.4.2 CONTRACTOR shall comply with the findings of the UR and
26 take correction action accordingly.

27 9.5 In the event CONTRACTOR, ~~and ADMINISTRATOR and COUNTY's Children~~
28 ~~and Family Services staff representatives and/or~~ ADMINISTRATOR's designee are

1 unable to resolve differences of opinion regarding the necessity and
 2 appropriateness of services and length of services, the dispute shall be
 3 submitted to ~~COUNTY's~~ the Director of ~~Children and Family Services~~CFS for
 4 final resolution. Nothing in this Ssubparagraph shall affect COUNTY's
 5 termination rights under Paragraph 43 of this Agreement.

6 ~~9.1.1 Contractor shall conduct monthly Case Review Conferences~~
 7 ~~(CRCs) in which direct service staff will present selected SSA cases for~~
 8 ~~discussion. Topics to be discussed may include family dynamics, family~~
 9 ~~genogram, case challenges, successful service delivery strategies, resources~~
 10 ~~utilized, and outcomes. The Contract Administrator and CFS Program Liaison~~
 11 ~~may attend CRCs on a quarterly basis to provide consultation and assistance in~~
 12 ~~monitoring and determining the focus of programmatic services. Contractor~~
 13 ~~shall notify the SSA social worker(s) of the case(s) to be discussed at the~~
 14 ~~CRC at least two (2) weeks in advance to afford the SSA social worker an~~
 15 ~~opportunity to participate~~

16 10. FACILITIES

17 10.1 Administrative services under this Agreement shall be provided at:
 18 Olive Crest
 19 2130 E. Fourth Street, Suite 200
 20 Santa Ana, CA 92705

21 10.2 CONTRACTOR and ADMINISTRATOR may agree, in writing, as to the
 22 facility(ies) and location(s) where services shall be provided without
 23 changing COUNTY's maximum obligation.

24 11. BUDGET FOR SEXUAL ABUSE COUNSELING AND FAMILY STRENGTHENING SERVICES

25 11.1 The annual budget for services ~~provided from July 1, 2017 through~~
 26 ~~June 30, 2018,~~ pursuant to Exhibit A of this Agreement is set forth as
 27 follows:

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>			

1	Licensed Therapist, Bilingual Spanish	0.25	30,503 5.00	\$ 15,860 17,800
2	Licensed Therapist (In-Kind) ⁽⁶⁾	0.25	3330.00	\$ 17,160 15,600
3	Registered Intern, Bilingual Spanish	1.00	26,503 0.00	\$ 53,000 56,000
4	Registered Intern	0.50	26,503 0.00	\$ 26,000 29,600
5				
6	Family Services Assistant, Bilingual Spanish	0.60	1618.00	19,000
7	SUBTOTAL DIRECT SERVICE SALARIES			\$ 131,020 138,000
8	DIRECT SERVICE BENEFITS ⁽³⁾⁽⁶⁷⁾ (1718.6%)			21,219 22,804
9	SUBTOTAL DIRECT SALARIES AND BENEFITS			\$ 152,239 160,804
10				
11	<u>ADMINISTRATIVE POSITIONS</u>			
12	Program Director	0.30	3335 0.00	\$ 20,592 21,840
13	Regional Intensive Services Director	0.05025	4248.00	4,3682,400
14	Administrative Assistant	0.20	1618.00	6,446
15	SUBTOTAL ADMINISTRATIVE SALARIES			\$ 31,406 30,706
16	ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (17%)			5,339 3,220
17	SUBTOTAL ADMINISTRATIVE SALARIES AND BENEFITS			\$ 36,745 33,926
18	SUBTOTAL ALL SALARIES AND BENEFITS			\$ 188,984 194,730
19				
20	<u>SERVICES AND SUPPLIES</u> ⁽⁷⁾			
21	Office Expenses			\$ 900 2,100
22	Program Expense			700 ,800
23	Telephone			23,000
24	Mileage ⁽⁴⁵⁾			250 1,299
25	SUBTOTAL SERVICES AND SUPPLIES			\$ 3,850 8,199
26				
27	<u>OPERATING EXPENSES</u>			
28				

1	Facility Lease/Rental	\$
		3,000,350
2	Equipment Lease/Rental	350
3	Maintenance	2,000
4	Utilities	3,600
5	Insurance	2,000
6	Training	1,257
7	Indirect Costs ⁽⁵⁶⁾ (1211.8% of total line item budget)	<u>24,605</u> 13.
		910
		36,812 26.
8	SUBTOTAL OPERATING EXPENSES	117
9	SUBTOTAL SALARIES AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 229,646 2
10	Less Revenue	600
11		
12	Less In-Kind⁽⁶⁾ Match (at least 10% of total line item budget)	<u>(20,822)</u>
13	TOTAL ANNUAL MAXIMUM COUNTY OBLIGATION FOR FY 2017-18	\$ 208,224
14	TOTAL CONTRACT MAXIMUM COUNTY OBLIGATION	\$624,672
15	///	

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

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

(3) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently

1 prevailing rates; and expense for accrued vacation time payout, for a
 2 separated employee, limited to the actual vacation time accrued during the
 3 fiscal year in which the expense is claimed, minus the actual vacation time
 4 used by the employee during said fiscal year. The overall benefit rate shall
 5 not exceed 18.6% for direct service staff and 17% for administrative staff of
 6 the actual salary expense claimed.

7 ⁽⁴⁾ Administrative costs are defined as those costs not solely related to
 8 direct services to CLIENTS, supervision and program costs (e.g., executive
 9 director oversight, technology services, accounting, payroll, etc.) shall be
 10 held to no more than seventeen percent (17%) of total gross program costs for
 11 ~~direct. Medical, dental, Workers' Compensation, payroll taxes, and, for staff~~
 12 ~~assigned at least 0.75 FTE, vacation accrual and sick leave limited to period~~
 13 ~~of employment during the term of this Agreement and contingent upon~~
 14 ~~availability of funding.~~

15 ⁽⁵⁴⁾ Mileage is limited to the amount allowed by IRS.

16 ⁽⁵⁶⁾ Indirect costs include administrative costs not directly charged to
 17 the program, including accounting, payroll, Information Technology, marketing,
 18 management, administrative support, and Human Resources.

19 ⁽⁶⁷⁾ ~~In-kind match is comprised of the projected salary and benefits for~~
 20 ~~the .25 FTE Licensed Therapist position (520 hours per year at \$33.00 =~~
 21 ~~\$17,160 and benefits at 17% = \$2,917 totaling \$20,077) plus cash, if necessary~~
 22 ~~to ensure that match equals 10% of the total line item budget.~~

23 11.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
 24 notice, to add, delete or modify line items and/or amounts and/or the number
 25 and type of FTE positions without changing COUNTY's maximum obligation as
 26 stated in Subparagraph 19.1 of this Agreement or reducing the level of service
 27 to be provided by CONTRACTOR.

28 11.3 In the event that the annual budget referenced in Subparagraph

1 11.1~~8-1~~ is modified, the modified budget shall remain in effect for the
2 remainder of the ~~contract~~ term of the Agreement, unless superseded by
3 subsequent budget modification(s) that have been approved in writing by
4 ADMINISTRATOR.

5 11.3.1 The annual budget beginning on July 1st of each fiscal
6 year shall be identical to the most recently modified annual budget.

7 11.3.2 Under no circumstances shall funds unspent in one fiscal
8 year carry over to another fiscal year.

9 11.4 ~~Further. in~~ In accordance with Subparagraph ~~43.443.444.4~~ of this
10 Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated
11 in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree in
12 writing to proportionately reduce the service goals as set forth in this
13 Exhibit.

14 ~~11.2~~11.5 Expense for extra pay, including but not limited to,
15 overtime, stipends, bonuses, staff incentives, severance pay, etc., will not
16 be eligible for reimbursement under this Agreement unless authorized in
17 writing by the ADMINISTRATOR. Such authorization shall be considered as an
18 exception and may be approved, on a case-by-case basis, at the sole discretion
19 of ADMINISTRATOR.

20 12. STAFF

21 12.1 CONTRACTOR'S shall provide counselors who have expertise or
22 specialization in the treatment of the following groups: sibling perpetrators,
23 adolescent perpetrators, female perpetrators, male perpetrators, female
24 victims, male victims, non-offending parents or parties, victims of human
25 trafficking, perpetrators of human trafficking, or groups treating various
26 degrees of sexual abuse victimization.

27 ~~12.1~~12.2 CONTRACTOR shall provide the following with respect to
28 language capabilities:

~~12.1.1~~12.2.1 Direct services staff fluent in and possessing the ability to prepare written reports in English.

~~12.1.2~~12.2.2 Direct services staff proficient in the ability to speak and write in the specified second language (Spanish or Vietnamese).

~~12.1.3~~12.2.3 A minimum seventy-five percent (~~70~~75%) FTE of direct service staff that are proficient in English and Spanish.

~~12.1.4~~12.2.4 ~~Direct service staff proficient in Vietnamese, as necessary, to serve the needs of Vietnamese monolingual speaking CLIENTS/FAMILIES.~~

~~12.2~~12.3 CONTRACTOR shall provide the following described staff positions:

~~12.2.1~~12.3.1 Regional Intensive Services Director

Duties:

~~12.2.1.1~~12.3.1.1 Provide oversight for Sexual Abuse Counseling and Family Strengthening Services.

~~12.2.1.2~~12.3.1.2 Responsible for ~~Quality Assurance/Quality Control~~Case Conference and Utilization Review functions referenced in Subparagraphs ~~4.144.194.8.3~~ and 99 of this Exhibit A.

~~12.2.1.3~~12.3.1.3 Supervise Program Director.

Qualifications:

12.3.1.4 Master's degree in Social Work (MSW), Psychology, or related field, Doctor of Psychology (Psy.D.) or Doctor of Philosophy (Ph.D.) in psychology, sociology, social work, or related field.

~~12.2.1.4~~12.3.1.5 Licensed as a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or Clinical Psychologist.

~~12.2.1.5~~12.3.1.6 Minimum two (2) years combined

1 clinical and supervisory experience.

2 ~~12.2.2~~12.3.2 Program Director

3 Duties:

4 ~~12.2.2.1~~12.3.2.1 Supervise all direct service staff,
5 including Licensed Therapists, Registered Interns, and Family Services
6 Assistant ~~and Administrative Assistant~~.

7 ~~12.2.2.2~~12.3.2.2 Provide direct service staff with a
8 minimum of one (1) hour of individual supervision per week ~~for direct service~~
9 ~~staff~~ and two (2) hours of group supervision per month ~~to evaluate the~~
10 ~~professional development and intervention efforts of staff~~.

11 ~~12.2.2.3~~12.3.2.3 Ensure overall program compliance.

12 ~~12.2.2.4~~ Assist with Case
13 Conference and Utilization Review functions referenced in
14 Subparagraphs 4.144.19 and 99 of this Exhibit A. ~~Quality~~
15 ~~Assurance/Quality Control functions referenced in~~
16 ~~Subparagraph 4.8.3 of this Exhibit A.~~

17 ~~12.2.2.5~~12.3.2.4 Qualifications:

18 12.3.2.5 MSW or Master's degree in psychology ~~and~~
19 ~~licensed as a LCSW, or MFT; Psy.D.; or Ph.D. in psychology, sociology, social~~
20 ~~work, or related field.~~

21 12.3.2.6 LCSW, MFT, or Clinical Psychologist.

22 ~~12.2.2.6~~12.3.2.7
23 Minimum two (2) years combined
24 clinical and administrative experience.

25 ~~12.2.2.7~~12.3.2.8 Thirty (30) hours of training in
26 child abuse issues.

27 ~~12.2.2.8~~12.3.2.9 Current knowledge of Trauma Focused-
28 Cognitive Behavioral Therapy (TF-CBT) ~~certificate~~.

1 ~~12.2.2.9~~12.3.2.10 Strong administrative, teaching, and
2 clinical skills.

3 ~~12.2.3~~12.3.3 Licensed Therapist

4 Duties:

5 ~~12.2.3.1~~12.3.3.1 Provide individual, family/conjoint,
6 and group counseling services; and conduct ~~Orientations~~orientations and
7 intakes.

8 ~~12.2.3.2~~12.3.3.2 Attend individual and group
9 supervision meetings.

10 ~~12.2.3.3~~12.3.3.3 Complete required program
11 documentation and comply with program requirements.

12 ~~12.2.3.4 Complete twenty (20) hours of ongoing~~
13 ~~training in child abuse issues per contract year.~~

14 ~~12.2.3.5 Complete at least three (3) hours of TF-CBT~~
15 ~~training during the term of this Agreement.~~

16 Qualifications:

17 12.3.3.4 MSW or Master's degree in psychology,
18 sociology, or related field, or Psy.D., or Doctor of Philosophy (Ph.D.) in
19 psychology, sociology, social work, or related field.

20 ~~12.2.3.6~~12.3.3.5 ~~and licensed~~Licensed as a LCSW, ~~or~~
21 MFT or Clinical Psychologist; ~~or (Ph.D.) in psychology, sociology, social~~
22 ~~work, or related field.~~

23 ~~12.2.3.7~~12.3.3.6 Minimum one (1) year of experience
24 in the treatment of sexually abused children and their families.

25 12.3.3.7 ~~At least a~~ minimum of one (1) Licensed
26 Therapist ~~must be~~must be bilingual in Spanish.

27 ~~12.2.3.8~~12.3.3.8 ~~bBilingual in Spanish.~~Ensure that at
28 least one (1) Licensed Therapist has completed Eye-Movement Desensitization

1 Reprocessing basic training

2 ~~12.2.4~~12.3.4 Registered Intern

3 Duties:

4 ~~12.2.4.1~~12.3.4.1 Same as Licensed Therapist, as
5 described in Subparagraphs ~~Error! Unknown switch argument.~~~~12.3.3.1~~~~12.3.1~~
6 ~~through 1.1.1.1~~~~11.2.3.5~~ of this Exhibit A.

7 Qualifications:

8 12.3.4.2 MSW or Master's degree in psychology,
9 sociology, social work or related field, or Psy.D., or Ph.D. in psychology,
10 sociology, social work, or related field.

11 ~~12.2.4.2~~12.3.4.3 ~~and requiring~~ Requiring clinical
12 supervision to apply for licensure either as an LCSW, MFT, or Clinical
13 Psychologist.

14 ~~12.2.4.3~~12.3.4.4 California Board of Behavioral
15 Sciences (BBS) registered LCSW intern, ~~registered~~ Associate MFT ~~intern~~,
16 Registered Associate MFT, or California Board of Psychology (BOP) ~~registered~~
17 Registered Psychologist or ~~Psychology~~ Psychological Assistant.

18 ~~12.2.5~~12.3.5 Family Services Assistant

19 Duties:

20 ~~12.2.5.1~~12.3.5.1 Provide child care for
21 CLIENTS/~~FAMILIES~~ during their sexual abuse counseling sessions.

22 ~~12.2.5.2~~12.3.5.2 Assist in developing community
23 resources.

24 Qualifications:

25 ~~12.2.5.3~~12.3.5.3 Two (2) years college-level
26 education or equivalent experience in psychology, social work, human services,
27 or related field.

28 ~~12.2.5.4~~12.3.5.4 Experience working with children and

families.

~~12.2.6~~ 12.3.6 Administrative Assistant

Duties:

~~12.2.6.1~~ 12.3.6.1 Monitor all referrals received from ADMINISTRATOR.

~~12.2.6.2~~ 12.3.6.2 Organize and audit files on a regular basis.

~~12.2.6.3~~ 12.3.6.3 Prepare letter communications and make phone contact with CLIENTS regarding scheduling service appointments.

Qualifications:

~~12.2.6.4~~ 12.3.6.4 Two (2) years of higher education and/or experience in office organization.

~~12.2.6.5~~ 12.3.6.5 Possess strong organizational and interpersonal communication skills.

~~12.3~~ 12.4 Staff Training and Supervision:

~~12.3.1 At minimum and at no cost to COUNTY, CONTRACTOR shall ensure that Licensed Therapists and Registered Interns complete the following:~~

~~12.3.1.1 An initial seven (7) hour training course on spousal/partner abuse/domestic violence issues must be completed within six (6) months of hiring.~~

~~12.3.1.2 A six (6) hour refresher training course on spousal/partner abuse/domestic violence issues within the period covered by the term of this Agreement.~~

~~12.3.1.3 Three (3) hours of TF-CBT training during the term of this Agreement.~~

~~12.3.1.4 Twelve (12) hours of specialized training in the identification and treatment of child victims of sexual exploitation (CSEC).~~

1 12.4.1 At minimum and at no cost to COUNTY, CONTRACTOR shall
2 ensure designated staff complete the following:

3 12.4.1.1 An initial training course on child abuse
4 and/or the effects of trauma on children, and a training course on
5 spousal/partner abuse/domestic violence issues must be completed within six
6 (6) months of hiring date for the following staff: Intensive Services
7 Director, Program Director, Licensed Therapist, Registered Intern and Family
8 Services Assistant.

9 12.4.1.2 In addition, the identified staff must
10 complete an annual refresher course on topics that discuss child abuse or
11 domestic violence or trauma to children.

12 12.4.1.3 ~~-(20)~~Specialized training courses on TF-CBT
13 and identification and treatment of victims of CSEC population must be
14 completed within six (6) months of hiring date for the following staff:
15 Program Director, Licensed Therapist, and Registered Intern.

16 12.4.1.4 In addition, the identified staff must
17 complete an annual refresher course on topics that discuss TF-CBT and CSEC.

18 12.4.2 ~~Ensure that at least one (1) Licensed Therapist has~~
19 ~~completed Eye-Movement Desensitization Reprocessing basic training.~~

20 12.4.3 CONTRACTOR shall be required to send staff to COUNTY-
21 sponsored training, if requested by SSA.

22 12.4.4 The Program Director shall provide a minimum of one (1)
23 hour of individual supervision per week and two (2) hours of group supervision
24 per month to all direct service staff to evaluate the professional development
25 and intervention efforts of staff.

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