

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

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<FIRST NAME> <INITIAL> <LAST NAME>
FOR THE PROVISION OF
LICENSED AND SPECIALIZED COUNSELING PROVIDER SERVICES

This AGREEMENT, entered into this 1st day of July 2018, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and <FIRST NAME> <INITIAL> <LAST NAME>, licensed by the State of California, Department of Consumer Affairs, as <LICENSE>, and doing business at <STREET>, <CITY>, CA, <ZIP> hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Licensed and Specialized Counseling Provider Services; and

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

WHEREAS, such contracts are authorized and provided for pursuant to California Welfare and Institutions Code Sections 16100 and 16501:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

///

///

TABLE OF CONTENTS

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

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

EXHIBIT A

1.	POPULATION TO BE SERVED	1
2.	DEFINITIONS	2
3.	HOURS OF OPERATION	4
4.	SERVICES TO BE PROVIDED	5
5.	GOALS AND OUTCOME OBJECTIVES	13
6.	REPORTING REQUIREMENTS	15
7.	CLIENT RECORDS	18
8.	FACILITY REQUIREMENTS	19
9.	QUALITY ASSURANCE/QUALITY CONTROL	20
10.	TRAINING	21
11.	COMPENSATION	21
12.	CLAIMS	23
13.	SERVICE DELIVERY DISPUTE RESOLUTION	24

1. TERM

The term of this Agreement shall commence on July 1, 2018, and terminate on June 30, 2021, unless earlier terminated pursuant to the provisions of Paragraph 39 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, 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 he/she performs the services required of contractor 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 shall not be entitled to any
2 rights and/or privileges of COUNTY employees, and shall not be considered in
3 any manner to be COUNTY employees.

4 4. DESCRIPTION OF SERVICES

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 CONTRACTOR, for the Provision of Licensed and
8 Specialized Counseling Provider Services, attached hereto and incorporated
9 herein by reference.

10 4.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall attend an
11 orientation session and subsequent training sessions given by COUNTY.

12 5. LICENSES AND STANDARDS

13 5.1 CONTRACTOR warrants that he/she has all necessary licenses and
14 permits required by the laws of the United States, State of California
15 (hereinafter referred to as "State"), County of Orange, and all other
16 appropriate governmental agencies to perform the services described in this
17 Agreement, and agrees to maintain these licenses and permits in effect for the
18 duration of this Agreement. Further, CONTRACTOR warrants that he/she and
19 his/her employees shall conduct themselves in compliance with such laws and
20 licensure requirements, including, without limitation, compliance with laws
21 applicable to sexual harassment and ethical behavior.

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with
23 all applicable provisions of the California Welfare and Institutions Code
24 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
25 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
26 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
27 31.2; and all applicable laws and regulations of the United States, State of
28 California, County of Orange, and County of Orange Social Services Agency, and

1 all administrative regulations, rules, and policies adopted thereunder, as
2 each and all may now exist or be hereafter amended.

3 CONTRACTOR shall cooperate with the California Department of Social Services
4 (CDSS) on the implementation, monitoring, and evaluation of the State's Child
5 Abuse and Neglect Prevention and Intervention Program, and shall comply, to
6 the mutual satisfaction of COUNTY and CDSS, with any and all reporting and
7 evaluation requirements established by CDSS.

8 6. DELEGATION AND ASSIGNMENT

9 CONTRACTOR shall neither delegate its duties or obligations nor assign
10 its rights with respect to this Agreement, either in whole or in part. Any
11 such attempted delegation or assignment shall be void. The transfer of assets
12 in excess of ten percent (10%) of the total assets of CONTRACTOR, or any
13 change in the corporate structure, the governing body, or the management of
14 CONTRACTOR, which occurs as a result of such transfer, shall be deemed an
15 assignment of benefits under the terms of this Agreement and shall be void.

16 7. NON-DISCRIMINATION

17 7.1 In the performance of this Agreement, CONTRACTOR agrees that
18 he/she shall not engage nor employ any unlawful discriminatory practices in
19 the admission of clients, provision of services or benefits, assignment of
20 accommodations, treatment, evaluation, employment of personnel, or in any
21 other respect, on the basis of race, religious creed, color, national origin,
22 ancestry, physical disability, mental disability, medical condition, genetic
23 information, marital status, sex, gender, gender identity, gender expression,
24 age, sexual orientation, military and veteran status, or any other protected
25 group, in accordance with the requirements of all applicable federal or State
26 laws.

27 7.2 CONTRACTOR shall furnish any and all information requested by
28 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to

1 books, records, and accounts in order to ascertain CONTRACTOR's compliance
2 with Paragraph 7 et seq.

3 7.3 Non-Discrimination in Employment

4 7.3.1 CONTRACTOR shall comply with Executive Order 11246,
5 entitled "Equal Employment Opportunity," as amended by Executive Order 11375
6 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

7 7.3.2 All solicitations or advertisements for employees placed
8 by or on behalf of CONTRACTOR shall state that all qualified applicants will
9 receive consideration for employment without regard to race, religious creed,
10 color, national origin, ancestry, physical disability, mental disability,
11 medical condition, genetic information, marital status, sex, gender, gender
12 identity, gender expression, age, sexual orientation, military and veteran
13 status, or any other protected group, in accordance with the requirements of
14 all applicable federal or State laws. Notices describing the provisions of
15 the equal opportunity clause shall be posted in a conspicuous place for
16 employees and job applicants.

17 7.3.3 CONTRACTOR shall refer any and all employees desirous of
18 filing a formal discrimination complaint to:

19 California Department of Social Services

20 Public Inquiry and Response Bureau

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

22 Sacramento, CA 95814

23 Telephone: (800) 952-5253

24 (800) 952-8349 (For the hard of hearing)

25 7.4 Non-Discrimination in Service Delivery

26 7.4.1 CONTRACTOR shall comply with Titles VI and VII of the
27 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
28 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food

Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 7.4 et seq.

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

7.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

7.4.2.2 Discrimination Complaint Form

7.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

1 Program Integrity

2 Attn: Civil Rights Coordinator

3 P.O. Box 22001

4 Santa Ana, CA 92702-2001

5 Telephone: (714) 438-8877

6 State Civil Rights Contact:

7 California Department of Social Services

8 Civil Rights Bureau

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

10 Sacramento, CA 94244-2430

11 Federal Civil Rights Contact:

12 U.S. Department of Health and Human Services

13 Office of Civil Rights

14 50 U.N. Plaza, Room 322

15 San Francisco, CA 94102

16 8. NOTICES

17 8.1 All notices, requests, claims, correspondence, reports, statements
18 authorized or required by this Agreement, and/or other communications shall be
19 addressed as follows:

20 COUNTY: County of Orange Social Services Agency

21 Contracts and Procurement Services

22 500 N. State College Blvd, Suite #100

23 Orange, CA 92868

24 CONTRACTOR: _____

25 _____

26 _____

27 8.2 All notices shall be deemed effective when in writing and
28 deposited in the United States mail, first class, postage prepaid and

1 addressed as above. Any communications, including notices, requests, claims,
2 correspondence, reports, and/or statements authorized or required by this
3 Agreement addressed in any other fashion shall be deemed not given. The
4 parties each may designate by written notice from time to time, in the manner
5 aforesaid, any change in the address to which notices must be sent.

6 9. NOTICE OF DELAYS

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

12 10. INDEMNIFICATION

13 10.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
14 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
15 State, COUNTY, and their elected and appointed officials, officers, employees,
16 agents, and those special districts and agencies which COUNTY's Board of
17 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
18 any claims, demands, or liability of any kind or nature, including, but not
19 limited to, personal injury or property damage arising from or related to the
20 services, products, or other performance provided by CONTRACTOR pursuant to
21 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
22 court of competent jurisdiction because of the concurrent active negligence of
23 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
24 be apportioned as determined by the court. Neither party shall request a jury
25 apportionment.

26 11. INSURANCE

27 11.1 Prior to the provision of services under this Agreement,
28 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense.

1 including all endorsements required herein, necessary to satisfy COUNTY that
2 the insurance provisions of this Agreement have been complied with. CONTRACTOR
3 agrees to keep such insurance coverage, Certificates of Insurance and
4 endorsements on deposit with ADMINISTRATOR during the entire term of this
5 Agreement.

6 11.2 All self-insured retentions (SIRs) shall be clearly stated on the
7 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
8 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
9 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
10 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
11 addition to, and without limitation of, any other indemnity provision(s) in
12 the Agreement, agrees to all of the following:

13 11.2.1 In addition to the duty to indemnify and hold COUNTY
14 harmless against any and all liability, claim, demand or suit resulting from
15 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
16 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
17 counsel approved by Board of Supervisors against same; and

18 11.2.2 CONTRACTOR's duty to defend, as stated above, shall be
19 absolute and irrespective of any duty to indemnify or hold harmless; and

20 11.2.3 The provisions of California Civil Code Section 2860
21 shall apply to any and all actions to which the duty to defend stated above
22 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
23 CONTRACTOR was an insurer and COUNTY was the insured.

24 11.3 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
25 the full term of this Agreement, COUNTY may terminate this Agreement.

26 11.4 Qualified Insurer

27 11.4.1 The policy or policies of insurance required herein must
28 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's

1 Rating) and VIII (Financial Size Category as determined by the most current
 2 edition of the Best's Key Rating Guide/Property-Casualty/United States or
 3 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
 4 to do business in the state of California (California Admitted Carrier).

5 11.5 If the insurance carrier does not have an A.M. Best Rating of A-
 6 /VIII, the CEO/Office of Risk Management retains the right to approve or
 7 reject a carrier after a review of the company's performance and financial
 8 rating.

9 11.6 The policy or policies of insurance maintained by CONTRACTOR shall
 10 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
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

21 Workers' Compensation and Employer's Liability insurance will not be required
 22 by this Agreement of any CONTRACTOR without employees.

23 11.7 Required Coverage Forms

24 11.7.1 Commercial General Liability coverage shall be written on
 25 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
 26 liability coverage at least as broad.
 27

28 ///

1 11.8 Required Endorsements

2 11.8.1 Commercial General Liability policy shall contain the
3 following endorsements, which shall accompany the Certificate of Insurance:

4 11.8.1.1 An Additional Insured endorsement using ISO
5 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,
6 its elected and appointed officials, officers, agents and employees, as
7 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
8 BY WRITTEN CONTRACT.

9 11.8.1.2 A primary non-contributing endorsement using
10 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
11 CONTRACTOR's insurance is primary and any insurance or self-insurance
12 maintained by the County of Orange shall be excess and non-contributing.

13 11.8.2 The Network Security and Privacy Liability policy shall
14 contain the following endorsements which shall accompany the Certificate of
15 Insurance:

16 11.8.2.1 An Additional Insured endorsement naming the
17 County of Orange, its elected and appointed officials, officers, agents and
18 employees as Additional Insureds for its vicarious liability.

19 11.8.2.2 A primary and non-contributing endorsement
20 evidencing that the CONTRACTOR's insurance is primary and any insurance or
21 self-insurance maintained by the County of Orange shall be excess and non-
22 contributing.

23 11.9 The Workers' Compensation policy shall contain a waiver of
24 subrogation endorsement waiving all rights of subrogation against the County
25 of Orange, its elected and appointed officials, officers, agents and employees
26 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

27 11.10 All insurance policies required by this Agreement shall waive all
28 rights of subrogation against the County of Orange, its elected and appointed

1 officials, officers, agents and employees when acting within the scope of
2 their appointment or employment.

3 11.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
4 of any policy cancellation and ten (10) days for non-payment of premium and
5 provide a copy of the cancellation notice to COUNTY. Failure to provide
6 written notice of cancellation may constitute a material breach of the
7 contract, upon which the COUNTY may suspend or terminate this Agreement.

8 11.12 If CONTRACTOR's Professional Liability, and Network Security &
9 Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to
10 maintain Professional Liability, and Network Security & Privacy Liability
11 coverage for two (2) years following completion of this Agreement.

12 11.13 The Commercial General Liability policy shall contain a
13 severability of interests clause also known as a "separation of insureds"
14 clause (standard in the ISO CG 0001 policy).

15 11.14 Insurance certificates should be mailed to COUNTY at the address
16 indicated in Paragraph 8 of this Agreement.

17 11.15 If CONTRACTOR fails to provide the insurance certificates and
18 endorsements within seven (7) days of notification by CEO/County Procurement
19 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

20 11.16 COUNTY expressly retains the right to require CONTRACTOR to
21 increase or decrease insurance of any of the above insurance types throughout
22 the term of this Agreement. Any increase or decrease in insurance will be as
23 deemed by County of Orange Risk Manager as appropriate to adequately protect
24 COUNTY.

25 11.17 COUNTY shall notify CONTRACTOR in writing of changes in the
26 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
27 certificates of insurance and endorsements with COUNTY incorporating such
28 changes within thirty (30) days of receipt of such notice, this Agreement may

1 be in breach without further notice to CONTRACTOR, and COUNTY shall be
2 entitled to all legal remedies.

3 11.18 The procuring of such required policy or policies of insurance
4 shall not be construed to limit CONTRACTOR's liability hereunder nor to
5 fulfill the indemnification provisions and requirements of this Agreement, nor
6 act in any way to reduce the policy coverage and limits available from the
7 insurer.

8 12. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

11 12.1 Any accident or incident relating to services performed under this
12 Agreement that involves injury or property damage which may result in the
13 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

14 12.2 Any third party claim or lawsuit filed against CONTRACTOR arising
15 from or relating to services performed by CONTRACTOR under this Agreement.

16 12.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
17 property.

18 12.4 Any loss, disappearance, destruction, misuse or theft of any kind
19 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
20 under the term of this Agreement.

21 13. CONFLICT OF INTEREST

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

1 loans, or other considerations which could be deemed to influence or appear to
2 influence COUNTY staff or elected officers from acting in the best interests
3 of COUNTY.

4 14. ANTI-PROSELYTISM PROVISION

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

9 15. SUPPLANTING GOVERNMENT FUNDS

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

19 16. BREACH SANCTIONS

20 16.1 Failure by CONTRACTOR to comply with any of the provisions,
21 covenants, or conditions of this Agreement shall be a material breach of this
22 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
23 termination and any other remedies available at law, in equity, or otherwise
24 specified in this Agreement:

25 16.1.1 Afford CONTRACTOR a time period within which to cure the
26 breach, which period shall be established by ADMINISTRATOR; and/or

27 16.1.2 Discontinue reimbursement to CONTRACTOR for and during
28 the period in which CONTRACTOR is in breach, which reimbursement shall not be

1 entitled to later recovery; and/or

2 16.1.3 Offset against any monies billed by CONTRACTOR but yet
3 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 16.1.2
4 above.

5 16.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
6 pursuant to this Paragraph, which notice shall be deemed served on the date of
7 mailing.

8 17. PAYMENTS

9 17.1 Allowable Costs and Usage

10 During the term of this Agreement, COUNTY shall pay CONTRACTOR
11 monthly in arrears, subject to any exclusions or limitations specified in
12 Exhibit A. No guarantee is given by COUNTY to CONTRACTOR regarding usage of
13 this Agreement. CONTRACTOR agrees to supply the services regardless of the
14 number of referrals from COUNTY.

15 17.2 Claims

16 17.2.1 CONTRACTOR shall submit monthly claims to be received by
17 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
18 expenses incurred in the preceding month. In the event the twentieth (20th)
19 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
20 claim the next business day. COUNTY holidays include New Year's Day, Martin
21 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
22 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
23 Friday after Thanksgiving Day, and Christmas Day.

24 17.2.2 All claims must be submitted on a form approved by
25 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
26 source documents with the monthly claim, including, inter alia, a monthly
27 statement of services, third party insurance carriers and Medi-Cal
28 disallowance/denial documentation, general ledgers, supporting journals, time

1 sheets, invoices, canceled checks, receipts, and receiving records, some of
2 which may be required to be copied. Source documents that CONTRACTOR must
3 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
4 Controller. CONTRACTOR shall retain all financial records in accordance with
5 Paragraph 22 of this Agreement.

6 17.2.3 Payments should be released by COUNTY within a reasonable
7 time period of approximately thirty (30) days after receipt of a correctly
8 completed claim form and required supporting documentation.

9 17.2.4 Year End and Final Claims

10 17.2.4.1 During each COUNTY fiscal year, July 1
11 through June 30, covered under the term of this Agreement, COUNTY may
12 establish two (2) billing periods (June 1st through June 15th and June 16th
13 through June 30th) for the month of June which shall require CONTRACTOR to
14 submit separate invoice claims for each billing period. In the event COUNTY
15 determines a need for two (2) billing periods during any or all COUNTY fiscal
16 years, COUNTY will provide written notification to CONTRACTOR by the 15th of
17 May of each corresponding fiscal year, which will inform CONTRACTOR of
18 applicable invoice claim deadlines.

19 17.2.4.2 CONTRACTOR shall submit a final claim for
20 each COUNTY fiscal year, July 1 through June 30, covered under the term of
21 this Agreement, as stated in Paragraph 1, by no later than August 30th of each
22 corresponding COUNTY fiscal year. Claims received after August 30th of each
23 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
24 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
25 per each COUNTY fiscal year must be received, upon written notice to
26 CONTRACTOR.

27 ///

28 ///

1 18. OVERPAYMENTS

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

15 19. OUTSTANDING DEBT

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

19 20. REVENUE

20 20.1 Whenever CONTRACTOR receives any money specifically designated for
21 use in programs funded through 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 20.2 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 20.3 CONTRACTOR shall utilize a sliding fee schedule, provided by
28 ADMINISTRATOR, to determine client fees for services provided. However,

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

3 20.4 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, including, but not limited to, Medi-Cal, shall
6 be billed on the basis of CONTRACTOR's customary charges, if applicable.

7 20.5 Fees and revenues received by CONTRACTOR from or on behalf of
8 clients, including from public or private insurance carriers, including, but
9 not limited to, Medi-Cal reimbursement, shall be deducted from any billings to
10 COUNTY and shall reduce any obligation of COUNTY under this Agreement.

11 21. TAX LIABILITY

12 CONTRACTOR shall report and pay all applicable local, state, and federal
13 income taxes or similar levies as a result of monies paid CONTRACTOR under
14 this Agreement. CONTRACTOR shall indemnify, defend, and hold COUNTY harmless
15 from all liability, claims, losses, demands, including defense costs and
16 attorney fees, whether resulting from court action or otherwise, in the event
17 that any taxing authority or other agency attempts to obtain from COUNTY any
18 such monies, or penalties or interest imposed, resulting from and failure of
19 CONTRACTOR to comply with the provisions of this Paragraph.

20 22. RECORDS, INSPECTIONS, AND AUDITS

21 22.1 Financial Records

22 22.1.1 CONTRACTOR shall prepare and maintain accurate and
23 complete financial records. Financial records shall be retained by CONTRACTOR
24 for a minimum of five (5) years from the date of final payment under this
25 Agreement, or until all pending COUNTY, State, and federal audits are
26 completed, whichever is later.

27 22.1.2 CONTRACTOR shall establish and maintain reasonable
28 accounting, internal control, and financial reporting standards in conformity

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

4 22.2 Client Records

5 22.2.1 CONTRACTOR shall prepare and maintain accurate and
6 complete records of clients served and dates and type of services provided
7 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

8 22.2.2 CONTRACTOR shall keep all COUNTY data provided to
9 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
10 years from the date of final payment under this Agreement, or until all
11 pending COUNTY, State, and federal audits are completed, whichever is later.
12 These records shall be stored in Orange County, unless CONTRACTOR requests and
13 COUNTY provides written approval for the right to store the records in another
14 county. Notwithstanding anything to the contrary, upon termination of this
15 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
16 COUNTY in accordance with Subparagraph 39.2.

17 22.2.3 COUNTY may refuse payment for a claim if client records
18 are determined by COUNTY to be incomplete or inaccurate. In the event client
19 records are determined to be incomplete or inaccurate after payment has been
20 made, COUNTY may treat such payment as an overpayment within the provisions of
21 this Agreement.

22 22.3 Public Records

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

27 ///

28 ///

1 22.4 Inspections and Audits

2 22.4.1 The U.S. Department of Health and Human Services,
3 Comptroller General of the United States, Director of CDSS, State Auditor-
4 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
5 Department, or any of their authorized representatives, shall have access to
6 any books, documents, papers, and records, including medical records, of
7 CONTRACTOR which any of them may determine to be pertinent to this Agreement.
8 Further, all the above mentioned persons have the right at all reasonable
9 times to inspect or otherwise evaluate the work performed or being performed
10 under this Agreement and the premises in which it is being performed.

11 22.4.2 CONTRACTOR shall make its books and records available
12 within the borders of Orange County within ten (10) days of receipt of written
13 demand by ADMINISTRATOR.

14 22.4.3 In the event CONTRACTOR does not make available its books
15 and financial records within the borders of Orange County, CONTRACTOR agrees
16 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
17 designee, necessary to obtain CONTRACTOR's books and records.

18 22.4.4 CONTRACTOR shall pay to COUNTY the full amount of
19 COUNTY's liability to the State or Federal Government or any agency thereof
20 resulting from any disallowances or other audit exceptions to the extent that
21 such liability is attributable to CONTRACTOR's failure to perform under this
22 Agreement.

23 22.5 Evaluation Studies

24 22.5.1 CONTRACTOR shall participate, as requested by COUNTY, in
25 research and/or evaluative studies designed to show the effectiveness and/or
26 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
27 project.

28 ///

23. PERSONNEL DISCLOSURE

23.1 CONTRACTOR warrants that he/she and any of his/her employees or volunteers who have contact with clients have satisfactory and appropriate backgrounds to perform duties related to this Agreement.

23.2 CONTRACTOR shall provide ADMINISTRATOR with personnel records, upon request. Personnel records could include, but not be limited to, resumes and job applications.

23.3 As permitted by law, CONTRACTOR shall disclose to ADMINISTRATOR if he/she and any of his/her employees or volunteers who have contact with clients have criminal convictions or has been the subject of a child abuse investigation.

23.4 In the event of a criminal conviction or child abuse investigation is revealed, County will be available to consult on appropriateness of contact with clients.

23.5 Administrator may determine whether an employee and/or volunteer may continue to provide services to Clients and shall provide notice of such determination to contractor in writing. Contractor's failure to comply with Administrator's decision shall be deemed a material breach of this agreement.

23.6 Contractor shall notify County immediately when staff is terminated for cause from working with clients pursuant to this agreement.

23.7 Disqualification, if any, of contractor staff shall not relieve contractor of its obligation to complete all work in accordance with the terms and conditions of this agreement.

24. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

14 25. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

15 25.1 CONTRACTOR certifies that he/she is in full compliance with all
16 applicable federal and State reporting requirements regarding its employees
17 and with all lawfully served Wage and Earnings Assignment Orders and Notices
18 of Assignments and will continue to be in compliance throughout the term of
19 the Agreement with the County of Orange. Failure to comply shall constitute a
20 material breach of the Agreement and failure to cure such breach within sixty
21 (60) calendar days of notice from the COUNTY shall constitute grounds for
22 termination of the Agreement.

23 25.2 In the case of an individual contractor or contractor doing
24 business in a form other than an individual, CONTRACTOR agrees to furnish
25 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

26 25.2.1 His/her name, date of birth, Social Security Number, and
27 residence address; or

28 25.2.2 In the case of a contractor doing business in a form

1 other than as an individual, the name, data of birth, Social Security Number,
2 and residence address of each individual who owns an interest of ten percent
3 (10%) or more in the contracting entity.

4 25.3 It is expressly understood that this data will be transmitted to
5 governmental agencies charged with the establishment and enforcement of child
6 support orders, and for no other purpose.

7 26. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

8 26.1 Effective January 1, 2001, COUNTY is required to file Federal Form
9 1099-Misc for services received from a "service CONTRACTOR" to whom COUNTY
10 pays \$600 or more or with whom COUNTY enters into a contract for \$600 or more
11 within a single calendar year. The purpose of this reporting requirement is
12 to increase child support collection by helping to locate parents who are
13 delinquent in their child support obligations.

14 26.2 The term "service CONTRACTOR" is defined in California
15 Unemployment Insurance Code Section 1088.8, Subparagraph (b)(2) as, "An
16 individual who is not an employee of the service recipient for California
17 purposes and who received compensation or executes a contract for services
18 performed for that service recipient within or without the state." The term
19 is further defined by the California Employment Development Department to
20 refer specifically to independent contractors. An independent contractor is
21 defined as, "An individual who is not an employee of the ... government entity
22 for California purposes and who receives compensation or executes a contract
23 for services performed for that ... government entity either in or outside of
24 California."

25 26.3 The reporting requirement does not apply to corporations, general
26 partnerships, limited liability partnerships, and limited liability companies.

27 26.4 Additional information on this reporting requirement can be found
28 at the California Employment Development Department web site located at

1 [www.edd.ca.gov/Payroll Taxes/FAQ - California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm).

2 To comply with the reporting requirements, COUNTY procedures for contracting
3 with independent contractors mandate that the following information be
4 completed and forwarded to ADMINISTRATOR immediately upon request:

5 26.4.1 First name, middle initial, and last name;

6 26.4.2 Social Security Number;

7 26.4.3 Address;

8 26.4.4 Start and expiration dates of contract; and

9 26.4.5 Amount of contract.

10 26.5 The failure of CONTRACTOR to timely submit the requested data
11 shall constitute a material breach and grounds for termination of this
12 Agreement.

13 27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

26 28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

27 CONTRACTOR shall notify and provide to its employees, a fact sheet
28 regarding the Safely Surrendered Baby Law, its implementation in Orange

1 County, and where and how to safely surrender a baby. The fact sheet is
2 available on the Internet at www.babysafe.ca.gov for printing purposes. The
3 information shall be posted in all reception areas where clients are served.

4 29. CONFIDENTIALITY

5 29.1 CONTRACTOR agrees to maintain the confidentiality of its records
6 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
7 and all other provisions of law, and regulations promulgated thereunder
8 relating to privacy and confidentiality, as each may now exist or be hereafter
9 amended.

10 29.2 All records and information concerning any and all persons
11 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
12 kept confidential by CONTRACTOR and CONTRACTOR's employees, agents,
13 subcontractors, and all other individuals performing services under this
14 Agreement. CONTRACTOR shall require all of its employees, agents,
15 subcontractors, and all other individuals performing services under this
16 Agreement to sign an agreement with CONTRACTOR before commencing the provision
17 of any such services, agreeing to maintain confidentiality pursuant to State
18 and federal law and the terms of this Agreement.

19 29.3 CONTRACTOR shall inform all of its employees, agents,
20 subcontractors, and all other individuals performing services under this
21 Agreement of this provision and that any person violating the provisions of
22 said California state law may be guilty of a crime.

23 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall
24 be subject to the confidentiality requirements of this Agreement.

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

1 29.5.1 No access, disclosure, or release of information
2 regarding a child who is the subject of Juvenile Court proceedings shall be
3 permitted except as authorized. If authorization is in doubt, no such
4 information shall be released without the written approval of a Judge of the
5 Juvenile Court.

6 29.5.2 CONTRACTOR must receive prior written approval of the
7 Juvenile Court before allowing any child to be interviewed, photographed, or
8 recorded by any publication or organization, or to appear on any radio,
9 television, or internet broadcast or make any other public appearance. Such
10 approval shall be requested through child's Social Worker.

11 30. SECURITY

12 30.1 Security Requirements

13 30.1.1 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 he/she 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 30.1.1.1 Storage of confidential paper files that
24 ensures records are secured, handled, transported, and destroyed in a manner
25 that prevents unauthorized access.

26 30.1.1.2 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 30.1.1.3 Control to prevent unauthorized access and to
2 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
3 individuals.

4 30.1.1.4 Firewall protection.

5 30.1.1.5 Use of encryption methods of electronic
6 COUNTY data while in transit from CONTRACTOR networks to external networks,
7 when applicable.

8 30.1.1.6 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 he/she has implemented and will maintain during
13 the term of this Agreement administrative, technical, and physical safeguards
14 and controls consistent with State and federal security requirements.

15 30.2 Security Breach Notification

16 30.2.1 CONTRACTOR shall have policies and procedures in place
17 for the effective management of Security Breaches, as defined below. In the
18 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 its discovery. After
23 such notification, CONTRACTOR shall, at its own expense, immediately:

24 30.2.1.1 Investigate to determine the nature and
25 extent of the Security Breach.

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

1 30.2.1.3 Report to COUNTY the nature of the Security
2 Breach, the COUNTY data used or disclosed, the person who made the
3 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
4 done or will do to mitigate any harmful effect of the unauthorized use or
5 disclosure, and the corrective action CONTRACTOR has taken or will take to
6 prevent future similar unauthorized use or disclosure.

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

17 31. COPYRIGHT ACCESS

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

22 32. WAIVER

23 No delay or omission by either party hereto to exercise any right or
24 power accruing upon any noncompliance or default by the other party with
25 respect to any of the terms of this Agreement shall impair any such right or
26 power or be construed to be a waiver thereof. A waiver by either of the
27 parties hereto of any of the covenants, conditions, or agreements to be
28 performed by the other shall not be construed to be a waiver of any succeeding

1 breach thereof, or of any other covenant, condition, or agreement herein
2 contained.

3 33. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

4 33.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
5 The use and/or reproduction of COUNTY's name, logos, or symbols for any
6 purpose, including commercial advertisement, promotional purposes,
7 announcements, displays, or press releases, without COUNTY's prior written
8 consent is expressly prohibited.

9 33.2 CONTRACTOR may develop and publish information related to this
10 Agreement where all of the following conditions are satisfied:

11 33.2.1 ADMINISTRATOR provides its written approval of the
12 content and publication of the information at least thirty (30) days prior to
13 CONTRACTOR publishing the information, unless a different timeframe for
14 approval is agreed upon by the ADMINISTRATOR;

15 33.2.2 Unless directed otherwise by ADMINISTRATOR, the
16 information includes a statement that the program, wholly or in part, is
17 funded through County, State, and Federal Government funds;

18 33.2.3 The information does not give the appearance that the
19 COUNTY, its officers, employees, or agencies endorse:

20 33.2.3.1 Any commercial product or service; and,

21 33.2.3.2 Any product or service provided by
22 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

23 33.2.4 If CONTRACTOR uses social media (such as Facebook,
24 Twitter, YouTube, or other publicly available social media sites) to publish
25 information related to this Agreement, CONTRACTOR shall develop social media
26 policies and procedures and have them available to the ADMINISTRATOR.
27 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
28 they pertain to any social media developed in support of the services

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

3 34. REPORTS

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

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

12 35. ENERGY EFFICIENCY STANDARDS

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

16 36. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

28 36.3 CONTRACTOR will notify COUNTY and EPA about any known violation of

1 the above laws and regulations.

2 37. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
3 FEDERAL TRANSACTIONS

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

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

16 37.1.2 The offeror, by signing its offer, hereby certifies to
17 the best of his or her knowledge and belief as of December 23, 1989, that

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

26 37.1.2.2 If any funds other than federal appropriated
27 funds (including profit or fee received under a covered federal transaction)
28 have been paid, or will be paid, to any person for influencing or attempting

1 to influence an officer or employee of any agency, a Member of Congress, an
2 officer or employee of Congress, or an employee of a Member of Congress on his
3 or her behalf in connection with this solicitation, the offeror shall complete
4 and submit with its offer, OMB standard form LLL, Disclosure of Lobbying
5 Activities, to the Contracting Officer; and

6 37.1.2.3 He or she will include the language of this
7 certification in all subcontract awards at any tier and require that all
8 recipients of subcontract awards in excess of \$100,000 shall certify and
9 disclose accordingly.

10 37.1.3 Submission of this certification and disclosure is a
11 prerequisite for making or entering into this Agreement imposed by Section
12 1352, Title 31, USC. Any person who makes an expenditure prohibited under
13 this provision or who fails to file or amend the disclosure form to be filed
14 or amended by this provision, shall be subject to a civil penalty of not less
15 than \$10,000, and not more than \$100,000, for each such failure.

16 38. POLITICAL ACTIVITY

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

20 39. TERMINATION PROVISIONS

21 39.1 ADMINISTRATOR may terminate this Agreement without penalty,
22 immediately with cause or after thirty (30) days written notice without cause,
23 unless otherwise specified. Notice shall be deemed served on the date of
24 mailing. Cause shall include, but not be limited, to any breach of contract,
25 any partial misrepresentation whether negligent or willful, fraud on the part
26 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
27 reasonable control, and repeated or continued violations of COUNTY ordinances
28 unrelated to performance under this Agreement that, in the reasonable opinion

1 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and
2 regulations. Exercise by ADMINISTRATOR of the right to terminate this
3 Agreement shall relieve COUNTY of all further obligations under this
4 Agreement.

5 39.2 For ninety (90) calendar days prior to the expiration date of this
6 Agreement, or upon notice of termination of this Agreement ("Transition
7 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
8 transfer of service responsibilities, case records, and pertinent documents.
9 The Transition Period may be modified as agreed upon in writing by the
10 parties. During the Transition Period, service and data access shall continue
11 to be made available to COUNTY without alteration. CONTRACTOR also shall
12 assist COUNTY in extracting and/or transitioning all data in the format
13 determined by COUNTY.

14 39.3 In the event of termination of this Agreement, cessation of
15 business by CONTRACTOR, or any other event preventing CONTRACTOR from
16 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
17 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
18 requested to do so on such media as reasonably requested by COUNTY, even if
19 COUNTY is then or is alleged to be in breach of this Agreement.

20 39.4 The obligations of COUNTY under this Agreement are contingent upon
21 the availability of federal and/or State funds, as applicable, for the
22 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
23 for the services hereunder in the budget approved by the Orange County Board
24 of Supervisors each fiscal year this Agreement remains in effect or operation.
25 In the event that such funding is terminated or reduced, ADMINISTRATOR may
26 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
27 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
28 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written

1 notification of such determination. CONTRACTOR shall immediately comply with
2 ADMINISTRATOR's decision.

3 39.5 If any term, covenant, condition, or provision of this Agreement
4 or the application thereof is held invalid, void, or unenforceable, the
5 remainder of the provisions in this Agreement shall remain in full force and
6 effect and shall in no way be affected, impaired, or invalidated thereby.

7 40. GOVERNING LAW AND VENUE

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

17 41. SIGNATURE IN COUNTERPARTS

18 The parties agree that separate copies of this Agreement may be signed
19 by each of the parties, and this Agreement will have the same force and effect
20 as if the original had been signed by all the parties. CONTRACTOR represents
21 and warrants that the person executing this Agreement on behalf of and for
22 CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR
23 to each and every term, condition and obligation of this Agreement and that
24 all requirements of CONTRACTOR have been fulfilled to provide such actual
25 authority.

26 ///

27 ///

28 ///

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

By: _____
[NAME] LMFT/LCSW/PH.D

By: _____
Michael F. Ryan
Director
Social Services Agency

Dated: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Annex Doe
DEPUTY

Dated: 4/24/18

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

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<FIRST NAME> <INITIAL> <LAST NAME>
FOR THE PROVISION OF
LICENSED AND SPECIALIZED COUNSELING PROVIDER SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to clients referred by SSA. Clients include children ages birth through seventeen (17) years of age, and non-minor dependents, who are at risk of, or have a history of child abuse and/or neglect, and parents and/or caregivers. At the time of referral, some clients are in crisis and may require immediate intervention services and/or resources, and/or may be in jeopardy of having children placed out of the home. Other clients, may have had their children removed from the home and require intervention services and/or resources to assist them in reunifying with their children under a time-limited case plan with the Orange County Juvenile Court. Population to be served shall hereafter be referred to as "CLIENTS."

1.1 CONTRACTOR's services shall address, as identified by the ASW and/or Juvenile Court, areas of intervention including, but not limited to, physical abuse, general neglect, emotional abuse, domestic violence, sexual abuse, substance abuse, and mental health issues.

1.2 CONTRACTOR shall strategize ways to engage CLIENTS who may be resistive to participating in services.

1 1.3 CONTRACTOR shall provide services that meet the needs of CLIENTS
2 who may lack coping skills, communication skills, and the skills and/or
3 resources necessary to provide a safe environment for their children.
4 Services shall address common problems that include, but are not limited to,
5 inadequate housing, poor nutrition, and lack of basic needs (e.g., food, beds,
6 utilities, etc.).

7 2. DEFINITIONS

8 2.1 Abuse: Refers to various types of abuse, including, but not
9 limited to, physical, sexual, general neglect and emotional abuse.

10 2.2 Assigned Social Worker (ASW): County of Orange Social Worker
11 responsible for CLIENT(s) case management.

12 2.3 Authorization Number: The written number designated by RDM per
13 referral, located on the original date-stamped CLIENT Referral form.

14 2.4 Case Notes: A written record of documented activities performed
15 and signed by CONTRACTOR maintained in the CLIENT's case file.

16 2.5 Child and Family Team/Child and Family Team (CFT) Meeting: A
17 family-centered, strength-based, collaborative process to develop a plan of
18 care, placement changes, and service needs for the child, youth/young adult,
19 or non-minor dependent in out-of-home care.

20 2.6 Culturally Responsive: To possess a general knowledge of cultural
21 values and mores of individuals from diverse ethnic groups; the ability to
22 recognize, respect, affirm and value the worth of individuals from diverse
23 ethnic groups; and the ability to interact responsively, respectfully and
24 effectively with people from diverse cultures, classes, races, ethnic groups
25 and religious backgrounds in a manner that recognizes, affirms and values the
26 worth of individuals, families and communities, as well as protecting the
27 dignity of each person.

28 ///
CDA1018-00

1 2.7 Danger Statements: Detailed, short, behaviorally based statements
2 using non-judgmental language and describing specific worries for the future
3 safety of children while with their caregiver, which describe the potential
4 caregiver's behavior and the potential future impact on the child.

5 2.8 Harm Statements: Detailed, short, behaviorally based statements
6 using non-judgmental language and describing past actions/inaction by the
7 caregiver that have hurt the child either physically, sexually,
8 developmentally, or emotionally, which describe the caregiver's behavior and
9 the impact on the child.

10 2.9 Network of Support/Family Connections: A group comprised of family
11 members, friends, community, child welfare and other professionals that comes
12 together to support a family in keeping the child safe. Members of the network
13 are part of a family's support system for long-term care.

14 2.10 Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a
15 foster youth who has attained the age of eighteen (18) years while in foster
16 care, and has an open case with the Juvenile Court who may remain under the
17 jurisdiction of the Juvenile Court, up to 21 years of age.

18 2.11 Safety Goal: Detailed, short, behaviorally based statements using
19 non-judgmental language and describing specific actions the parents and
20 network will demonstrate to create and sustain child safety.

21 2.12 Safety Organized Practice (SOP): A holistic approach to
22 collaborative teamwork in child welfare that seeks to build and strengthen
23 partnerships within a family, their informal support network of friends and
24 family, and the agency. SOP utilizes strategies and techniques in line with
25 the belief that a child and his or her family are the central focus and that
26 the partnership exists in an effort to find solutions that ensure safety,
27 permanency and well-being for children.

28 ///

1 2.13 Social and Family History: A written statement documenting social
2 and family history relevant to reasons for referral, and include a mental
3 status exam, substance abuse, and domestic violence evaluations.

4 2.14 Telehealth Counseling Services: Counseling services which must be
5 conducted subject to the State of California Board of Behavioral Sciences
6 (BBS) Standards of Practice statues and regulations for Telehealth, and in
7 compliance with the Business and Professions Code 2290.5, which defines the
8 use of electronic information and telecommunications technologies to support
9 long-distance clinical health care, patient and professional health-related
10 education, public health and health administration.

11 2.15 Therapeutic Monitored Observation (TMO): Consists of CONTRACTOR
12 observing CLIENT(s) in a specific setting or environment in order to identify
13 specific treatment needs at a location other than CONTRACTOR's office and may
14 occur in addition to, or in lieu of the weekly counseling session.

15 3. HOURS OF OPERATION

16 3.1 CONTRACTOR shall provide services during hours that are responsive
17 to the needs of the target population as determined by ADMINISTRATOR.
18 Services shall be available during and beyond the normal business hours of
19 Monday through Friday, 8:00 a.m. to 5:00 p.m.

20 3.2 CONTRACTOR shall also be available to provide counseling services
21 during evening hours, between 5:00 p.m. to 8:00 p.m., a minimum of three (3)
22 days per week, Monday through Friday.

23 3.3 CONTRACTOR may substitute up to three (3) hours on Saturday or
24 Sunday for the same number of evening hours provided in the evening, on Monday
25 through Friday.

26 3.4 Any deviation from the hours of operation specified in
27 Subparagraphs 3.1 to 3.3 shall require prior written approval by
28 ADMINISTRATOR.

1 3.5 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
2 schedule which is as follows: New Year's Day, Martin Luther King Day,
3 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
4 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
5 Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written
6 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
7 schedule and the hours listed in Paragraph 3 of this Exhibit A. Any
8 unauthorized closure shall be deemed a material breach of this Agreement,
9 pursuant to Paragraph 16 and shall not be reimbursed. CONTRACTOR is
10 encouraged to provide the contracted services on holidays, whenever possible.

11 4. SERVICES TO BE PROVIDED

12 All services provided require written pre-authorization in the form a
13 referral by the Children and Family Services (CFS) Resource Development and
14 Management program prior to any services being rendered. Resource Development
15 and Management shall hereafter be referred to as "RDM."

16 4.1 CONTRACTOR shall deliver culturally responsive services to CLIENTS
17 as described in Subparagraph 2.6.

18 4.2 CONTRACTOR shall integrate the Safety Organized Practice
19 strategies and techniques, as described in Subparagraph 2.12, into services
20 provided.

21 CONTRACTOR shall provide the following services:

22 4.3 Intake Assessment: CONTRACTOR shall conduct an Intake Assessment,
23 in a collaborative manner with CLIENTS, which includes clinical evaluation and
24 assessment of social family history, mental status exam, substance abuse,
25 domestic violence, Danger Statements, defined in Subparagraph 2.7, Harm
26 Statements, defined in Subparagraph 2.8, Safety Goal defined in Subparagraph
27 2.11, and Network of Support/Family Connections defined in Subparagraph 2.9.
28 If domestic violence, danger, harm, safety concerns, suicidal ideation, or

1 substance abuse are identified, CONTRACTOR shall develop a safety plan with
2 CLIENT to address any immediate and/or ongoing safety concerns.

3 4.3.1 CONTRACTOR shall also identify behaviors and problems
4 classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM)-
5 5, which could endanger or place child(ren) at risk of abuse and/or neglect.

6 4.3.1.1 CONTRACTOR shall determine appropriate
7 treatment plan for identified DSM-5 behaviors.

8 4.3.2 CONTRACTOR shall develop a treatment plan from the Intake
9 Assessment, as described in Subparagraphs 4.3 through 4.3.1.1, and ensure the
10 plan includes and is aligned with CLIENT treatment goals in the resulting
11 Assessment and Treatment Plan (ATP) described in Subparagraph 6.1

12 4.3.3 CONTRACTOR may use a maximum of up to three (3), fifty
13 (50) minute sessions per CLIENT to complete the Intake Assessment.

14 4.3.4 The initial pre-authorized six (6) month service period
15 begins with the date of the first Intake Assessment interview, and ends six
16 (6) months later.

17 4.3.5 CONTRACTOR shall begin the Intake Assessment within
18 thirty (30) days of the referral stamp date, and shall ensure the resulting
19 ATP is received by ADMINISTRATOR within sixty (60) calendar days of the
20 referral stamp date. If ADMINISTRATOR does not receive the ATP within sixty
21 (60) calendar days of the referral stamp date, the Authorization Number as
22 defined in Subparagraph 2.3 will no longer be valid and CONTRACTOR shall not
23 be compensated for any services provided under said Authorization Number.

24 4.4 Counseling Services:

25 4.4.1 CONTRACTOR shall provide pre-authorized counseling
26 services at one (1) counseling hour per week, for twenty-four (24) consecutive
27 weeks, over the six (6) month authorization period.

28 4.4.2 Each counseling hour shall consist of fifty (50) minutes

1 of direct counseling services and ten (10) minutes of case administration.

2 4.5 As directed by the ASW, CONTRACTOR shall provide individual,
3 conjoint, and/or family counseling services in any combination to assist
4 CLIENTS to identify and understand problems related to child abuse and/or
5 neglect, including, but not limited to, substance abuse and domestic violence,
6 and to achieve counseling goals and modify behavior.

7 4.5.1 Individual counseling means one (1) CLIENT (may refer to
8 a child or adult) specified on the referral form.

9 4.5.2 Conjoint counseling means two (2) CLIENTS listed on the
10 referral form.

11 4.5.3 Family counseling means three (3) or more CLIENTS listed
12 on the referral form.

13 4.5.4 Face-to-face contact is the first and primary choice for
14 conducting counseling services with CLIENTS.

15 4.5.5 On a case-by-case basis, CONTRACTOR may provide
16 Telehealth Counseling Services as defined in Subparagraph 2.14 of this Exhibit
17 A as an alternative to face-to-face contact and only with written pre-
18 authorization from RDM and concurrence from the ASW.

19 4.5.6 CONTRACTOR shall provide no more than one (1) counseling
20 hour per calendar week, per Authorization Number, beginning with the
21 authorization start date, and ending no later than the authorization end date.
22 CONTRACTOR shall submit a written request for any exceptions, in advance, to
23 RDM.

24 4.5.7 The "authorization date" means the referral stamp date
25 which is provided by RDM and noted on the referral form.

26 4.5.8 The "authorization end date" means six (6) months of
27 services from the first Intake Assessment session.

28 4.5.9 The "calendar week" is defined as Monday through Sunday.

1 4.5.10 Written pre-authorization from RDM is required for any
2 extended counseling sessions after the initial “authorization end date.”

3 4.5.11 CONTRACTOR shall conduct no more than six (6) counseling
4 hours per day for CLIENTS. Payment shall not be authorized for more than six
5 (6) counseling hours per day, except in certain circumstances that are
6 discussed in advance with ASW and pre-authorized by RDM.

7 4.5.12 Should CONTRACTOR and/or ASW determine that additional
8 individuals need to be served under an existing referral, CONTRACTOR shall
9 obtain written pre-authorization from RDM before additional individuals
10 receive services. These additional individuals shall be referred to as “Add-
11 On CLIENTS.” Verbal approval by ASW does not designate pre-authorization.
12 Compensation will only be paid to CONTRACTOR for pre-authorized Add-On
13 CLIENTS.

14 4.6 Extension Request: CONTRACTOR shall make every effort to achieve
15 treatment goals within the six (6) month service period. To extend services,
16 CONTRACTOR must submit an Extension Request ATP to RDM at least thirty (30)
17 days in advance of termination date of the original service period.
18 CONTRACTOR must receive written pre-authorization before extending services.

19 4.7 Crisis Session: CONTRACTOR may conduct a crisis session for an
20 authorized CLIENT which consists of an unscheduled emergency session to assess
21 and/or protect a CLIENT’S health and/or safety.

22 4.7.1 CONTRACTOR shall provide written justification to RDM
23 within one (1) business day and notify ASW of CLIENT’S crisis session. Crisis
24 sessions cannot be ongoing in lieu of regularly scheduled appointments.

25 4.8 Extenuating Circumstances Session: CONTRACTOR may conduct an
26 additional counseling hour to a CLIENT in addition to the regular weekly
27 counseling hour, with written pre-authorization from RDM when a CLIENT
28 requires additional service on a temporary basis, as determined by ASW, and/or

1 in clinical consultation with CONTRACTOR.

2 4.9 Community Resource Linkage: CONTRACTOR shall assess CLIENT-
3 specific needs on an ongoing basis and shall provide referrals to appropriate
4 community resources throughout the course of services, and upon termination of
5 services. CONTRACTOR shall follow-up with CLIENTS on the status of referrals
6 provided.

7 4.9.1 CONTRACTOR shall clearly document on the ATP, Case Notes,
8 and Termination Report the community resource linkages provided to CLIENT and
9 the status of CLIENTS's utilization of such linkages.

10 4.10 Exceptions to any of the services described in Paragraph 4 must
11 have written pre-authorization from RDM.

12 4.11 ADDITIONAL CONTRACTOR SERVICES AND RESPONSIBILITIES

13 4.11.1 Court Letters: CONTRACTOR shall prepare letters for the
14 purpose of informing the Orange County Juvenile Court of the status of
15 CLIENT's progress, if requested, with written pre-authorization from RDM. The
16 requested content of a court letter may vary and shall be determined by ASW
17 and/or Orange County Juvenile Court.

18 4.11.2 CFT Meetings or TMOs: CONTRACTOR shall participate in
19 CFT Meetings defined in Subparagraph 2.5 or TMOs defined in Subparagraph 2.15,
20 at the request of ASW with written pre-authorization from RDM.

21 4.11.3 Juvenile Court Testimony: When requested by SSA,
22 CONTRACTOR shall appear in Juvenile Court prepared to testify, and/or to
23 produce pertinent case records on matters regarding CLIENTS served.

24 4.11.4 No Show (NS) Policy: CONTRACTOR shall comply with the
25 following No Show policy:

26 There are no excused absences for a missed appointment. A missed
27 appointment is considered a NS unless CLIENT contacts CONTRACTOR at least
28 twenty-four (24) hours in advance of a scheduled appointment to reschedule

1 within five (5) calendar days.

2 4.11.4.1 CONTRACTOR shall telephonically inform ASW of
3 each NS within twenty-four (24) hours.

4 4.11.4.2 CONTRACTOR shall notify CLIENT and ASW by
5 written NS letter in the appropriate primary language on a form provided by
6 ADMINISTRATOR, within forty-eight (48) hours, each time CLIENT has a NS.

7 4.11.4.3 If one (1) of the CLIENTS on a multiple-
8 CLIENT referral is a NS more than once, CONTRACTOR may serve the remaining
9 CLIENTS and CONTRACTOR shall contact ASW to review status of the referral.

10 4.11.4.4 CONTRACTOR shall suspend services if
11 CLIENT(s) accumulate(s) three (3) NS's and shall; notify ASW by telephone
12 within twenty-four (24) hours, and by written letter within forty-eight (48)
13 hours, and inquire whether CLIENT(s) should be reinstated.

14 4.11.5 Reinstatement Policy: CONTRACTOR shall comply with the
15 following Reinstatement policy:

16 4.11.5.1 ASW may reinstate CLIENT(s) for services
17 within ten (10) calendar days of receipt of the third (3RD) NS letter from
18 CONTRACTOR. A CLIENT may be reinstated only once during the service period;
19 however, exceptions may be made by ASW for a CLIENT with a court-ordered case
20 plan. In such cases, CONTRACTOR shall schedule the reinstated CLIENT in the
21 next available service slot. If ASW does not reinstate CLIENT within (10)
22 calendar days, CONTRACTOR shall terminate referral.

23 4.11.6 Financial Assessment: CONTRACTOR shall conduct a
24 Financial Assessment with adult CLIENTS using a Sliding Fee Schedule provided
25 by ADMINISTRATOR, to determine fees for services that adult CLIENTS may be
26 able to pay, for services received. However, CONTRACTOR shall not refuse
27 services to CLIENTS referred by ADMINISTRATOR because of inability or
28 unwillingness to pay.

1 4.11.7 Receipt For Services (RFS): CONTRACTOR shall require a
2 RFS form to be signed and dated by all adult CLIENTS receiving services on the
3 day services are received.

4 4.11.7.1 CONTRACTOR shall have the parent/caregiver or
5 other responsible adult present sign and date the RFS form on behalf of minors
6 receiving services. If an unaccompanied minor receives services, CONTRACTOR
7 shall notify ASW, and document such on RFS form and CONTRACTOR case notes.

8 4.11.7.2 CONTRACTOR shall document fees collected from
9 CLIENTS, public and private insurance carriers, and including, but not limited
10 to, Medi-Cal reimbursement for services provided on the RFS form.

11 4.11.8 Should CONTRACTOR become unavailable to provide services
12 for a regularly scheduled session, CONTRACTOR shall attempt to reschedule
13 CLIENT sessions in the same week and document attempted efforts.

14 4.11.9 CONTRACTOR shall notify all CLIENTS and ADMINISTRATOR at
15 least one week in advance of scheduled leave that will exceed one week (e.g.
16 vacations, medical leave). To ensure CLIENTS are aware of resources during
17 CONTRACTOR's absence, CONTRACTOR shall record a voicemail greeting at the
18 phone number CLIENTS normally call which shall indicate the scheduled date of
19 return and provide telephone number(s) for emergency assistance and mental
20 health emergencies.

21 4.11.10 Special Incident Report: If a CLIENT displays unusual,
22 aggressive, or high-risk behavior or there are any injuries during service
23 delivery, CONTRACTOR shall notify ASW or the CFS Officer of the Day
24 immediately by telephone, and submit a written Special Incident Report (SIR)
25 to ADMINISTRATOR within twenty-four (24) hours on a form provided by
26 ADMINISTRATOR.

27 4.11.11 Documentation Standards: CONTRACTOR shall ensure all
28 documentation will be type-written including, but not limited to, the

1 following:

2 4.11.11.1 Original and Revised ATPs;

3 4.11.11.2 Termination Reports;

4 4.11.11.3 Case notes;

5 4.11.11.4 Telephonic consultation with CLIENT(s), CFS
6 staff and/or authorized collateral contacts;

7 4.11.11.5 Monthly telephonic contact and progress
8 reports with ASW; and

9 4.11.11.6 Receipt For Services, invoices, and claim
10 forms.

11 4.11.12 CONTRACTOR shall not conduct counseling services under
12 any separate agreements with any CLIENT during the contract service period.

13 4.11.13 CONTRACTOR shall submit written notification to
14 ADMINISTRATOR if counseling services are provided to a CLIENT after
15 termination of the authorized contract service period.

16 4.11.14 CONTRACTOR shall not provide transportation to any
17 CLIENTS.

18 4.11.15 CONTRACTOR'S employment aside from this counseling
19 services contract shall not interfere with or cause disruption to services
20 provided under this contract.

21 4.11.16 CONTRACTOR shall be available to accept a minimum of two
22 (2) referrals per month.

23 4.11.17 CONTRACTOR shall immediately provide written notification
24 to ADMINISTRATOR of any change in status to CONTRACTOR's valid and current
25 professional license and/or if CONTRACTOR becomes subject to any form of
26 disciplinary action initiated by the BBS, or Board of Psychology (BOP), during
27 the term of this Agreement.

28 ///

1 4.11.18 CONTRACTOR shall not allow any other person, (i.e.
2 intern, volunteer, employee, colleague, etc.,) to provide counseling services
3 or documentation related to services to CLIENTS on behalf of CONTRACTOR.

4 4.11.19 Client Engagement:

5 4.11.19.1 CONTRACTOR shall develop a plan to actively
6 engage CLIENTS that are unresponsive or difficult to engage in counseling
7 services, to facilitate achievement of the goals and outcome objectives
8 described in Paragraph 5 of this Exhibit A.

9 5. GOALS AND OUTCOME OBJECTIVES

10 SSA, in partnership with community agencies, has embraced a model of
11 community-based, family driven, collaborative service delivery. In keeping
12 with these practices, SSA has adopted a nationally recognized model to frame
13 its outcomes and evaluation. Developed by the Center for Social Policy, the
14 Strengthening Families Model identifies Five Protective Factors, described
15 below, that have been identified in preventing the risk of child abuse and
16 neglect.

17 5.1 CONTRACTOR shall incorporate the following Five Protective Factors
18 into counseling services provided to SSA CLIENTS:

19 5.1.1 Social Connections: Isolated families lead to a higher
20 risk of child abuse. Families need to build trusting relationships and
21 connect with others to strengthen parenting skills and decrease risk of abuse.

22 5.1.2 Knowledge of Parenting and Child Development: This leads
23 to appropriate expectations and the use of more developmentally appropriate
24 guidance techniques.

25 5.1.3 Social and Emotional Competence of Children: Children
26 who are educated about identifying feelings, empathizing with others, sharing
27 emotions appropriately, and problem-solving, have more positive interactions
28 with others.

1 5.1.4 Concrete Support in Times of Need: Immediate support and
2 resources should be provided when a family is in crisis.

3 5.1.5 Parental Resilience: This involves bouncing back from
4 difficulties, i.e. recognizing challenges/feelings in difficult times, and the
5 ability to have hope, problem-solve, and take action.

6 5.2 ADMINISTRATOR will supply CONTRACTOR with the Protective
7 Factors Evaluation Tool (and/or other SSA approved evaluation tools) to help
8 determine how counseling services are impacting SSA CLIENTS to facilitate
9 outcome measures.

10 5.3 Pre-Tests and Post-Tests

11 5.3.1 CONTRACTOR shall conduct pre-tests and post-tests
12 provided by ADMINISTRATOR, to assess and measure change in CLIENT(s) progress.

13 5.3.1.1 CONTRACTOR shall conduct the pre-test
14 during the Intake Assessment, and shall attach the completed pre-test to the
15 ATP, which is due within sixty (60) calendar days of the referral stamp date.

16 5.3.1.2 CONTRACTOR shall conduct the post-test
17 during the Termination session and attach the completed post-test to the
18 Termination Report, which is due within fifteen (15) calendar days of service
19 termination and/or upon request of ADMINISTRATOR.

20 5.4 GOALS

21 5.4.1 CONTRACTOR shall provide counseling services that are
22 responsive to the needs of CLIENTS who are at risk of, of or have a history
23 of, child abuse and/or neglect, and actively engage CLIENTS to maintain
24 required counseling participation.

25 5.4.2 CONTRACTOR shall utilize family-centered, family-
26 friendly, strength-based, needs-driven, team-oriented strategies to contribute
27 to the reunification of children with their parents.

28 ///

1 5.4.3 CONTRACTOR shall ensure services are outcome driven and
2 identify indicators that accurately reflect progress toward contract outcome
3 objectives.

4 5.5 OUTCOME OBJECTIVES

5 5.5.1 For the period of July 1, 2018, through June 30, 2019:

6 5.5.1.1 A minimum of fifty percent (50%) of CLIENTS
7 who begin counseling services will complete the authorized period of
8 counseling services.

9 5.5.1.2 A minimum of fifty percent (50%) of CLIENTS
10 who complete counseling services will demonstrate improvement or achievement
11 of their counseling services treatment goals.

12 5.5.2 For the period of July 1, 2019, through June 30, 2020:

13 5.5.2.1 A minimum of sixty percent (60%) of CLIENTS
14 who begin counseling services will complete the authorized period of
15 counseling services.

16 5.5.2.2 A minimum of sixty percent (60%) of CLIENTS
17 who complete counseling services will demonstrate improvement or achievement
18 of their counseling services treatment goals.

19 5.5.3 For the period of July 1, 2020, through June 30, 2021:

20 5.5.3.1 A minimum of sixty-five percent (65%) of
21 CLIENTS who begin counseling services will complete the authorized period of
22 counseling services.

23 5.5.3.2 A minimum of sixty-five percent (65%) of
24 CLIENTS who complete counseling services will demonstrate improvement or
25 achievement of their counseling services treatment goals.

26 6. REPORTING REQUIREMENTS

27 Reporting requirements completed by CONTRACTOR shall include:

28 6.1 Assessment and Treatment Plan (ATP): CONTRACTOR shall submit a

1 type-written report containing changes in CLIENT behavior necessary to achieve
2 the goals identified during assessment, type and length of intervention
3 planned, summary of contacts made during assessment, CLIENT's strengths, and
4 community resource linkages. One (1) original report is required for each
5 referral. Facsimiles shall not be accepted. A maximum of up to three (3),
6 fifty (50) minute sessions per CLIENTs may be used to complete the Intake
7 Assessment. ATPs must be received by ADMINISTRATOR no later than sixty (60)
8 calendar days from the referral stamp date.

9 6.2 Referrals automatically become inactive if the ATP is not received
10 within sixty (60) calendar days of the referral stamp date from CONTRACTOR.

11 6.2.1 If a referral becomes inactive due to ADMINISTRATOR not
12 receiving the ATP within sixty (60) calendar days of the referral stamp date,
13 CONTRACTOR will not be eligible to receive compensation for the referral,
14 regardless of any services provided at any time.

15 6.3 Revised ATP: CONTRACTOR shall submit a Revised ATP type-written
16 report to ADMINISTRATOR, within thirty (30) days, when a CLIENT's treatment
17 goals or treatment plan require modification after the original ATP has been
18 submitted. ASW must concur with the revised goals or plan prior to
19 implementing the modification. A Revised ATP shall not extend the six (6)
20 month service period.

21 6.4 Social and Family History: CONTRACTOR shall conduct a written
22 assessment during the Intake process documenting the social and family history
23 relevant to issues being addressed in counseling which includes, but is not
24 limited to, obstacles to treatment, strengths, and motivation of individuals
25 and family. The social and family history will include a mental status exam,
26 substance abuse, and domestic violence evaluations. The written assessment
27 will be maintained in CONTRACTOR's case notes.

28 ///

1 6.5 Monthly Telephonic Progress Report: CONTRACTOR shall make monthly
2 telephonic contact a minimum of one (1) time per month, directly with ASW for
3 each referral regarding CLIENT's progress. Telephonic reports may include,
4 but are not limited to: collateral contacts, changes in CLIENT behaviors,
5 goals identified during assessment, description of specific examples of
6 significant intervention efforts which have occurred, if any; CLIENT's
7 strengths, insights, community resource linkages, attendance, and other
8 relevant CLIENT information. CONTRACTOR shall leave progress report, as
9 described above, via voicemail, if unable to report directly to ASW.
10 CONTRACTOR shall document monthly progress report including contact or
11 attempted contact with ASW. The written report shall be maintained in
12 CONTRACTOR's case notes.

13 6.6 Termination Report (TR): CONTRACTOR shall submit to ADMINISTRATOR,
14 within thirty (30) days, a type-written comprehensive summary of all activity
15 within the service period including: contacts made with CLIENT, ASW and
16 collateral sources, all NS's, CLIENT's status in meeting goals and objectives
17 outlined in the ATP with specific descriptive examples of how progress was
18 achieved or not, all community resource linkages; CLIENT's behavioral changes,
19 strengths, insights, attendance, and prognosis, identified issues for ASW
20 regarding CLIENT's follow-up needs, and the reason services were terminated.
21 One (1) TR is required for every referral.

22 6.7 Termination Report Without Intake for Unresponsive Client: A
23 CLIENT is deemed unresponsive if within a thirty (30) day period CONTRACTOR
24 does not receive any response after CONTRACTOR has placed at least three (3)
25 telephone calls to, and mailed at least one (1) letter to CLIENT, and
26 contacted ASW at least once, to request assistance in reaching CLIENT.
27 CONTRACTOR shall document all attempted contacts to CLIENT and ASW in
28 CONTRACTOR's case notes. At the end of the thirty (30) day period without

1 CLIENT response, CONTRACTOR shall prepare and submit to RDM a TR Without
2 Intake form. This completed form must reach RDM within sixty (60) days of the
3 pre-authorized referral stamp date.

4 6.7.1 CONTRACTOR shall consult with ASW, and document
5 consultation efforts made, prior to termination of a referral for any reason.

6 6.7.2 CONTRACTOR shall terminate a CLIENT upon written notice
7 by ADMINISTRATOR.

8 7. CLIENT RECORDS

9 7.1 CONTRACTOR shall prepare and maintain accurate and complete
10 records and documentation in case files of CLIENTS served, and dates and type
11 of services provided under the terms of this Agreement in a form acceptable to
12 ADMINISTRATOR. All records shall be maintained in English and English
13 translation of all correspondence and forms shall be maintained in the case
14 file for audits, Provider Quality Assurance Reviews and Utilization Reviews.
15 CONTRACTOR shall file records in chronological order by open and closed cases.
16 and labeled with case names and case numbers. CONTRACTOR shall prepare a
17 separate case file for each referral received. Records and documentation
18 prepared by CONTRACTOR shall be type-written and shall include, but not be
19 limited to:

20 7.1.1 CLIENT's name, address, phone number, and employment
21 information;

22 7.1.2 Names, birthdates, and gender of all family members;

23 7.1.3 Names of other persons in the home and their relationship
24 to CLIENT;

25 7.1.4 COUNTY referral form and any referral documentation
26 provided by ADMINISTRATOR;

27 7.1.5 Assessment and Treatment Plan;

28 7.1.6 Termination Report;

1 7.1.7 Extension Request and extension authorization, if
2 applicable;

3 7.1.8 Case notes on a form provided by SSA;

4 7.1.9 Psychosocial History and Assessment;

5 7.1.10 Mental Status Examination;

6 7.1.11 Substance Abuse and Domestic Violence evaluation
7 information;

8 7.1.12 Emergency contact information;

9 7.1.13 Special Incident Reports;

10 7.1.14 Community Resource Linkages;

11 7.1.15 Copies of all No-Show letters;

12 7.1.16 Financial Assessment and Sliding Fee Schedule;

13 7.1.17 Copies of third party insurance carriers and Medi-Cal
14 disallowance/denial and reimbursement documentation;

15 7.1.18 Copies of Receipt for Service forms; and

16 7.1.19 Copies of Invoices/Claim forms.

17 8. FACILITY REQUIREMENTS

18 8.1 CONTRACTOR's office must be located in Orange County, California.

19 8.2 CONTRACTOR's office must provide a private room for services to
20 ensure CLIENT confidentiality is maintained.

21 8.3 CONTRACTOR's office location must be geographically proximate,
22 preferably within a half-mile (880 yards) to a bus stop and near other forms
23 of affordable public transportation.

24 8.4 CONTRACTOR's office shall be a family-friendly, safe, and age
25 appropriate environment for children, youth, parents and caregivers.

26 8.5 CONTRACTOR shall be required to render counseling services in the
27 office location agreed to in this Agreement. With SSA approval, CONTRACTOR
28 may conduct pre-authorized services at a different location than CONTRACTOR's

1 office.

2 9. QUALITY ASSURANCE/QUALITY CONTROL

3 9.1 Utilization Review (UR)

4 9.1.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at
5 least semi-annually to review and evaluate a random selection of CLIENT case
6 records. The review shall include, but is not limited to, an evaluation of
7 the necessity and appropriateness of services provided and length of services.
8 CLIENT cases to be reviewed shall be randomly selected by ADMINISTRATOR and
9 may include both open and closed cases.

10 9.1.2 ADMINISTRATOR may conduct a UR at CONTRACTOR'S facility
11 referenced in Paragraph 8 of this Exhibit A, with date and time determined at
12 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written
13 feedback regarding the UR findings. CONTRACTOR shall comply with the findings
14 of the UR and take corrective action accordingly.

15 9.1.3 In the event CONTRACTOR, ADMINISTRATOR's designee and CFS
16 staff are unable to resolve differences of opinion regarding the necessity and
17 appropriateness of services and length of services, the dispute shall be
18 submitted to COUNTY's Director of CFS for final resolution. Nothing in this
19 subparagraph shall affect COUNTY's termination rights under Paragraph 39 of
20 this Agreement.

21 9.2 Provider Quality Assurance Review (PQAR)

22 The PQAR is a case review process conducted on an ongoing and
23 regular basis. CONTRACTOR shall make themselves available to ADMINISTRATOR
24 for review of cases. The case review will consist of an in-person review of a
25 minimum of three (3) open and three (3) closed cases. ADMINISTRATOR will
26 notify CONTRACTOR of the cases to be reviewed upon commencement of the review.
27 At ADMINISTRATOR's discretion, the PQAR will conclude with a meeting and
28 discussion between ADMINISTRATOR and CONTRACTOR. ADMINISTRATOR will determine

1 the location, date and time of the PQAR. At SSA's discretion, CONTRACTOR will
2 receive a follow-up written or verbal evaluation from RDM summarizing the
3 review and discussion.

4 10. TRAINING

5 10.1 COUNTY will not provide any reimbursement and will not be
6 responsible for any expenses incurred by CONTRACTOR to participate in the
7 orientation or any training.

8 10.2 CONTRACTOR shall be required to attend a seven (7) hour
9 orientation conducted by SSA in June 2018, prior to receipt of any referrals
10 by ADMINISTRATOR.

11 10.3 ADMINISTRATOR may require CONTRACTOR to attend subsequent training
12 if ADMINISTRATOR determines additional training is needed to provide services
13 to CLIENTS, which may be presented or sponsored by COUNTY, or other training
14 entities.

15 10.4 LMFT and LCSW CONTRACTORS shall remain in compliance with
16 continuing education as determined by the BBS, maintain a valid and current
17 license, and remain in good standing throughout the term of this Agreement.

18 10.5 Clinical Psychologist CONTRACTORS shall remain in compliance with
19 continuing education as determined by the BOP, maintain a valid and current
20 license, and remain in good standing throughout the term of this Agreement.

21 10.6 COUNTY will not be responsible for any training, continuing
22 education, or licensure expenses incurred by CONTRACTOR throughout the term of
23 this Agreement.

24 11. COMPENSATION

25 11.1 COUNTY does not guarantee CONTRACTOR any specified minimum number
26 of referrals or minimum sum of money during the term of this Agreement.
27 CONTRACTOR agrees to provide services requested, as determined by COUNTY, at
28 fees listed in this Agreement, regardless of the quantity of referrals

1 received.

2 11.2 COUNTY shall pay CONTRACTOR, monthly in arrears, a rate of eighty-
3 five dollars (\$85) per counseling hour, for up to twenty-four (24) sessions of
4 service, for the following services:

5 11.2.1 Intake Assessment;

6 11.2.2 Individual counseling;

7 11.2.3 Conjoint and/or Family counseling, regardless of the
8 number of CLIENTS served;

9 11.2.4 Pre-Authorized Extensions: After the first twenty-four
10 (24) completed sessions, when pre-authorized extensions are on file with
11 ADMINISTRATOR, COUNTY will reimburse CONTRACTOR for all sessions completed,
12 not to exceed the number of approved sessions, for up to a period of six (6)
13 months from date of the pre-authorized referral;

14 11.2.5 Actual time spent in Juvenile Court, on an active SSA
15 case, and travel time to and from CONTRACTOR's office location;

16 11.2.6 Actual time spent in a CFT or TMO, and, if at a location
17 other than CONTRACTOR's office location, travel time to and from CONTRACTOR's
18 office location;

19 11.2.7 Referrals become eligible for compensation after an
20 Intake Assessment session has been completed and SSA has received an original
21 ATP;

22 11.2.8 Counseling sessions lasting less than fifty (50) minutes
23 shall be prorated in ten (10) minute increments;

24 11.2.9 Specialized Services (i.e. attendance at a CFT Meeting or
25 TMO), shall be prorated in fifteen (15) minute increments;

26 11.2.10 CONTRACTOR shall be paid fifteen dollars (\$15) per court
27 letter, with written pre-authorization from ADMINISTRATOR; and

28 11.2.11 Compensation will be paid as stated in Paragraph 11

1 above, less any applicable revenue, as specified in Paragraph 20 of this
2 Agreement.

3 12. CLAIMS

4 12.1.1 Claims shall include original signatures. Claims shall
5 not be accepted electronically or by facsimile.

6 12.1.2 All claims shall be accompanied by a properly completed
7 Receipt for Services form for each referral claimed, and shall be signed by
8 CONTRACTOR, and all adult CLIENTS receiving services.

9 12.1.3 All claims for payment shall include all supporting
10 documents, including but not limited to: one (1) RFS form for each referral
11 claimed; two (2) copies of each ATP; two (2) copies of each TR; and one (1)
12 copy of each NS Letter.

13 12.1.4 Claims typically include all services provided during the
14 previous calendar month. When the initial three (3) sessions of a new
15 referral occur over a two (2) month period (i.e. two sessions in May and one
16 session in June), the claim will include RFS forms from a two (2) month period
17 for the new referral only.

18 12.1.5 Claims for time spent in Juvenile Court must be
19 accompanied by a copy of the request requiring CONTRACTOR to appear in
20 Juvenile Court. If the court date on the request does not match the date and
21 time spent in court, a written explanation, from CONTRACTOR, must be attached.

22 12.1.6 Claims for Extenuating Circumstances and/or Crisis
23 Sessions are documented on the RFS and claimed on the standard invoice form.

24 12.1.7 Claims for Specialized Services including CFT Meetings
25 TMO's, Court Letters, and/or travel time, must be submitted on a Specialized
26 Service Detail form provided by RDM.

27 12.1.8 It is at the sole discretion of ADMINISTRATOR whether any
28 compensation will be paid due to special circumstances.

13. SERVICE DELIVERY DISPUTE RESOLUTION

13.1 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve differences of opinion regarding the necessity and/or appropriateness of services, length of treatment, and/or timeliness of required treatment reports the parties may attempt to resolve the dispute in the following order:

13.1.1 CONTRACTOR and ASW shall first attempt to resolve the dispute;

13.1.2 If CONTRACTOR and ASW are unable to resolve the dispute, CONTRACTOR and CFS Senior Social Services Supervisor shall attempt to resolve the dispute;

13.1.3 COUNTY's Program Manager (PM) or designee shall have the final right and sole discretion to resolve any dispute as to the necessity and appropriateness of services, the length of treatment, and/or timeliness of required treatment reports. The decision of COUNTY's PM or designee shall be final.

13.1.4 In the event a complaint is received regarding CONTRACTOR, CONTRACTOR shall comply with an investigation and/or UR and final decision by ADMINISTRATOR.

13.1.5 ADMINISTRATOR shall have sole discretion in placing CONTRACTOR on a do-not-refer status and reassigning current CLIENTS to another CONTRACTOR pending outcome of an investigation and/or UR.

Nothing in this Paragraph limits the rights of the parties under Paragraph 39.

///

///

///

///

///

///