

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
ORANGEWOOD FOUNDATION
FOR THE PROVISION OF INDEPENDENT LIVING PROGRAM SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and Orangewood Foundation, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY issued Request For Proposal, for the Independent Living Program services, in 2021;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Independent Living Program services;

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

WHEREAS, such services are authorized and provided for pursuant to Welfare and Institutions Code Section 10609.4; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2022, and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Contract; 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. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

2.1 This Contract, including any Attachment(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 Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract 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 Contract.

3. STATUS OF CONTRACTOR

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

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

3.3 CONTRATOR certifies it is in compliance with Disabled Veteran Business

Enterprise requirements at the time this Contract is executed.

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Attachment A to the Contract between County of Orange and Orangewood Foundation for the Provision of Independent Living Program (ILP) Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.

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

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

5. LICENSES AND STANDARDS

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

5.2 In the performance of this Contract, CONTRACTOR shall comply with all

applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

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

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise

acceptable to COUNTY for the provision of services under the Contract.

6.2 Change of Ownership

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

7. SUBCONTRACTS

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

7.1.1 Subcontracts of \$50,000 or less

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

7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of

subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

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

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

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

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

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

8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. NON-DISCRIMINATION

- 9.1 In the performance of this Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.
- 9.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.
- 9.3 Non-Discrimination in Employment
- 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).
- 9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.
- 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 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 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 9.4 et seq.

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

9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

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

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

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

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

10. NOTICES

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

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

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

10.2 All notices shall be deemed effective when in writing and when:

10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in the Subparagraph 10.1;

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or

10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

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

13. INSURANCE

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

13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under

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

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

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

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

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

13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full

term of this Contract, COUNTY may terminate this Contract.

13.5 Qualified Insurer

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

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

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

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

13.8 Required Coverage Forms

13.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing

liability coverage at least as broad.

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

13.9 Required Endorsements

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

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

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

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

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

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

13.10 The Workers' Compensation policy shall contain a waiver of subrogation

endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

- 13.11 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 13.12 The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.
- 13.13 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.
- 13.14 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability and/or Network Security & Privacy Liability coverage for two (2) years following completion of this Contract.
- 13.15 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 13.16 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Contract.
- 13.17 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 13.18 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of

Orange Risk Manager as appropriate to adequately protect COUNTY.

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

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

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

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

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

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

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

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

14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the

term of this Contract.

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

15. CONFLICT OF INTEREST

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

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

16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Contract with any funds made available under this Contract. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been

paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

18. EQUIPMENT

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

CONTRACTOR further agrees to the following:

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

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

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

18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, in the

amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

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

18.3 Computer Equipment

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

19. BREACH SANCTIONS

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

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

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

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

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

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of \$2,842,152, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$947,384 for July 1, 2022 through June 30, 2023;

20.1.2 \$947,384 for July 1, 2023 through June 30, 2024; and

20.1.3 \$947,384 for July 1, 2024 through June 30, 2025.

20.2 Allowable Costs

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Contract, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2023, June 2024, and June 2025, during the month of such anticipated expenditure.

20.3 Match

In providing services pursuant to this Contract, CONTRACTOR shall provide a match in an amount no less than ten percent (10%) of the amount paid to CONTRACTOR by COUNTY during each year of the term of Contract. CONTRACTOR shall not use government funds to provide its match without prior written approval by the government agency providing the funds and ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall

be deducted from payments made by COUNTY to CONTRACTOR. In the event there is a portion of the match unpaid at the termination of this Contract, it shall be deducted from any monies owed CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

20.4 Claims

20.4.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.4.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

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

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

20.4.4 Year-End and Final Claims

20.4.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under

the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

20.4.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, or Title 48 CFR Section 31.2 for for-profit organizations as applicable, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding

source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

22. OUTSTANDING DEBT

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

23. REVENUE

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

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

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

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

23.5 Fees and revenues received by CONTRACTOR from or on behalf of clients, including from public or private insurance carriers, shall be deducted from any billings to COUNTY and shall reduce any obligation of COUNTY under this Contract.

24. FINAL REPORT

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

activities and services provided by CONTRACTOR during the term of this Contract. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any contract must be in writing.

25. INDEPENDENT AUDIT

25.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Contract in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Contract, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. As applicable to for-profit organizations, CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual Independent Auditor's Report of CONTRACTOR's financial statements, in accordance with the CDSS MPP Section 23-640.2. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Contract. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Contract with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline

upon notice to CONTRACTOR.

26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

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

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

26.2 Client Records

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

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 43.2.

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

are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Contract.

26.3 Public Records

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

26.4 Inspections and Audits

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

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

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

26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof

resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Contract.

26.5 Evaluation Studies

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

27. PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 10 of Attachment A.

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

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

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

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

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

27.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination

from the performance of services under this Contract.

- 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 27.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 27.7 In the event a record is revealed through the processes described in Subparagraphs 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are

completed, whichever is later, in compliance with all applicable laws.

- 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract 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 Contract, pursuant to Paragraph 19 above.
- 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
28. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it 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 Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the

period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

29. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

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

29.2 The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph (b)(2) as, “An individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as, “An individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

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

29.4 Additional information on this reporting requirement can be found at the California Employment Development Department web site located at https://edd.ca.gov/Payroll_Taxes/Independent_Contractor_Reporting.htm. To comply with the reporting requirements, COUNTY procedure for contracting with independent contractors mandates that the following information be completed and

forwarded to ADMINISTRATOR immediately upon request:

29.4.1 First name, middle initial, and last name;

29.4.2 Social Security number;

29.4.3 Address;

29.4.4 Start and expiration dates of contract; and

29.4.5 Amount of contract.

29.5 The failure of CONTRACTOR to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

32. CONFIDENTIALITY

32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to

WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

- 32.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.
- 32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.
- 32.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.
- 32.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.
- 32.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or

internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

33. SECURITY

33.1 Security Requirements

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

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

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

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

33.1.1.4 Firewall protection.

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

33.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall

not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Contract administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

33.2 Security Breach Notification

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

33.2.1.1 Investigate to determine the nature and extent of the Security Breach.

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

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

33.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach

and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

34. COPYRIGHT ACCESS

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

35. WAIVER

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

36. SERVICES DURING EMERGENCY AND/OR DISASTER

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

level by the President of the United States.

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

36.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

37.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

37.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to

CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

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

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

37.2.3.1 Any commercial product or service; and

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

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

38. REPORTS

38.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Contract.

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

39. ENERGY EFFICIENCY STANDARDS

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

40. ENVIRONMENTAL PROTECTION STANDARDS

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

- 40.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 40.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- 40.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 41.1.1 - 41.1.1.4.

41.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

41.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

41.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

41.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

41.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

42. POLITICAL ACTIVITY

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

43. TERMINATION PROVISIONS

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

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

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

43.4 The obligations of COUNTY under this Contract are contingent upon the

availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

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

44. COOPERATIVE CONTRACT

44.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price contracts, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. CONTRACTOR is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange

makes no guarantee of usage by other users of this Contract.

44.2 The CONTRACTOR shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the COUNTY, at the COUNTY's request.

45. GOVERNING LAW AND VENUE

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

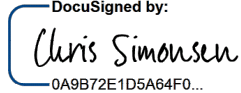
46. SIGNATURE IN COUNTERPARTS

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Orangewood Foundation


Chris Simonsen	Chief Executive Officer
_____ Print Name	_____ Title
	3/24/2022 8:22:48 AM PDT
_____ Signature	_____ Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

John Parr	Deputy Purchasing Agent
_____ Print Name	_____ Title
_____ Signature	_____ Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost	Deputy County Counsel
_____ Print Name	_____ Title
	3/24/2022 8:24:42 AM PDT
_____ Signature	_____ Date

ATTACHMENT A
SCOPE OF WORK

FOR THE PROVISION OF INDEPENDENT LIVING PROGRAM SERVICES

1. POPULATION TO BE SERVED

- 1.1 CONTRACTOR shall provide Independent Living Program (ILP) Services to youth/young adults ages sixteen (16) to twenty-one (21) years, or as otherwise authorized by Federal and State regulations, who were/are placed in out-of-home care between the ages of sixteen (16) and nineteen (19). The population to be served as defined in this Paragraph shall hereinafter be referred to as "youth/young adults".
- 1.2 CONTRACTOR shall provide ILP Services to youth/young adults referred by ADMINISTRATOR.

2. DEFINITIONS

- 2.1 Casey Life Skills Assessment: A free, online youth-centered tool that assesses life skills youth need for their well-being, confidence, and safety as they navigate high school, postsecondary education, employment, and other life milestones.
- 2.2 Children and Family Services (CFS): The division in the Social Services Agency (SSA) that provides services to protect children from abuse and neglect, and at-risk families.
- 2.3 ILP Dollar Incentives: Money for youth/young adult's expenses, including, but not limited to; work, training, and extracurricular expenses.
- 2.4 ILP Services Plan: Employment, education, and social goals specific to individual youth/young adult. In collaboration with youth/young adult, caregiver and/or County staff, assign youth/young adults to an ILP service status pursuant to Subparagraphs 2.4.1 through 2.4.3 of this Attachment A, based on the youth/young adult's consent to continue receiving services and/or the attainment of their Transitional Independent Living Plan (TILP) and individualized ILP Services Plan

goals.

- 2.4.1 Active status: youth/young adults that accept services and require monthly individualized one-on-one services to attain their TILP and individualized ILP Services Plan goals.
- 2.4.2 Inactive status: youth/young adults that decline services or cannot be contacted. CONTRACTOR shall inform the Senior Social Worker (SSW) when a youth/young adult has been assigned to the Inactive status.
- 2.5 Orangewood Resource Center (ORC): CONTRACTOR Facility that offers youth/young adults access to job training, college application assistance, housing resources, meals, hygiene items, and clothing.
- 2.6 Special Events: One (1) day events at a location easily accessible to youth/young adults that affords youth/young adults the opportunity to learn about and participate in a wide range of services.
- 2.7 Transitional Independent Living Plan (TILP): Youth/young adult's meaningful, attainable goals in support of the transition to adulthood. Includes individual and group services planning specific to goals.
- 2.8 Youth/young adults: Individuals who are sixteen (16) to twenty-one (21) years old, as otherwise authorized by Federal and State regulations, that are eligible to receive ILP Services.

3. OUTCOME OBJECTIVES

- 3.1 Assign ILP staff to each referred youth/young adult and offer services within two (2) months of the referral date to one hundred percent (100%) of the referred active status youth/young adults.
- 3.2 Administer the Casey Life Skills Assessment, within ninety (90) days of the referral date, to ninety percent (90%) of youth/young adults with active status.
- 3.3 Conduct a minimum of two (2) individualized one-on-one meetings per month with a minimum of sixty-five percent (65%) of active status youth/young adults.
- 3.4 Conduct a minimum of one (1) seminar, workshop, or special event per month, at

dates and times that shall be determined between CONTRACTOR and ADMINISTRATOR, in-person or remotely, to five hundred (500) unduplicated youth/young adults per year for the term of this Contract. These seminars, workshops, and special events are in addition to meetings specified in this Paragraph.

4. HOURS OF OPERATION

4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 19, and shall not be reimbursed.

4.3 CONTRACTOR shall conduct one hundred percent (100%) of all seminars, workshops, and special events, Monday through Friday during the evening hours and on Saturdays to accommodate the youth/young adults and their caregivers Schedules.

4.4 CONTRACTOR is encouraged to offer extended ORC hours responsive to the needs of working youth/young adults.

5. SERVICE REQUIREMENTS

CONTRACTOR shall:

5.1 Ensure the services provided, including individualized one-on-one ILP services,

seminars, workshops, and special events, target key domains of daily living skills, education, employment, housing, family/social support, financial responsibility and health (including mental, physical, and reproductive/sexual) response to youth/young adults' Casey Life Skills Assessment results.

- 5.2 Provide individualized one-on-one meetings with youth/young adult in youth/young adult's home or a community-based setting, such as a schools, parks, or libraries, or conduct interaction remotely, at frequencies determined by youth/young adult's ILP Services Plan status.
- 5.3 Provide community-based or online seminars, workshops, and special events that support youth/young adults in meeting their Transitional Independent Living Plan (TILP) and individualized ILP Services Plan goals.
- 5.4 Engage youth/young adults in ILP services that are current, relevant, and consistent with the youth/young adult's TILP and individualized ILP Services Plan.
- 5.5 Assess the caregiver's current level of involvement and areas for strengthening support for youth/young adult to pursue their goals and further develop daily living skills.
- 5.6 Upon completion of the assessment, and in collaboration with the youth/young adult, caregiver, and SSA SSW:
 - 5.6.1 Develop an individualized ILP Services Plan with youth/young adult, which supports youth/young adult's TILP, both of which shall focus on how youth/young adult shall further develop daily living skills, pursue educational/employment goals, establish, and maintain permanent connections, plan for future housing, and develop health management skills. The plan shall be developed by the Independent Living Specialist and will be based on youth/young adult's individual level of functioning, level of competency and most effective means for learning and practicing the skills identified in the assessment as being most important.
 - 5.6.2 Assign youth/young adult to active, support, or inactive ILP service status based on the youth/young adult's consent to accept services, their TILP

and individualized ILP Services Plan goals.

- 5.7 Provide ongoing coordination and communication with SSW to ensure all participating youth/young adults receive ILP services necessary to successfully meet their TILP and individualized ILP Services Plan goals to achieve self-sufficiency as an independent adult.
- 5.8 Provide training for all staff and volunteers who will be advising youth/young adults. Training topics shall include confidentiality and professional behavior.
- 5.9 Collaborate with ADMINISTRATOR to establish, maintain, and, as necessary, refine the referral process to provide the most expeditious initiation of ILP services and enhance communication between ADMINISTRATOR, youth/young adults, caregivers, and other community-based organizations.
- 5.10 Provide integrated, coordinated, and accessible community resources to youth/young adults, including but not limited to internet access. Connect youth/young adults with other needed services, such as healthcare or tutoring, and follow-up with youth/young adults to verify that resource linkages are successful and documented in each ILP Services Plan.
- 5.11 Work cooperatively with ADMINISTRATOR to facilitate youth/young adult's participation in COUNTY approved vocational assessment testing and job readiness training.
- 5.12 Identify and discuss substance abuse challenges with youth/young adult and notify SSW when completed.
- 5.13 Collaborate with ADMINISTRATOR to support pregnant and parenting youth/young adults, including providing referrals to community-based parent education, housing resources, childcare resources, and education regarding future family planning, and pregnancy prevention.
- 5.14 Collaborate with ADMINISTRATOR to support youth/young adults who are developmentally delayed or severely physically impaired to support their TILP and individualized ILP Services Plan goals while developing and enhancing their independent living skills appropriate to their level of cognitive and/or physical

abilities.

- 5.15 Deliver outcome driven services and identify factors that accurately reflect youth/young adult's challenges and support their progress towards the stated goals.
- 5.16 Provide the SSW with written or email progress reports for each Active status youth/young adult on a monthly basis, or as requested by the SSW. The report shall include a summary of youth/young adult's progress in meeting each of their TILP goals, the ILP services in which youth/young adult and their caregiver participated during the reporting month, and challenges that require additional one-on-one or group intervention for the youth/young adult to progress in meeting the TILP goals.
- 5.17 Establish a procedure, approved by ADMINISTRATOR, for tracking and reporting all ILP group services and maintain a database of all CONTRACTOR's services provided.
- 5.18 Provide youth/young adults and caregivers with an electronic copy and wallet-size reference cards listing key resources and contact information, including the CONTRACTOR's Independent Living Specialist's information.
- 5.19 Provide assistance and advocacy to youth/young adults applying for resources such as daily living skills, education, employment, housing, family/social support, financial responsibility, and health (including mental, physical and reproductive/sexual).
- 5.20 Prior to each youth/young adult's eighteenth (18th) birthday, provide the information necessary for youth/young adult to obtain medical and mental health services, as appropriate.
- 5.21 Work with community-based organizations, COUNTY agencies, other private and public entities, and other organizations that serve ILP youth/young adults.
- 5.22 Contact at a minimum of once a month the ADMINISTRATOR staff assigned to youth/young adult's case by telephone and/or email with progress updates.
- 5.23 Provide assistance and education on establishing individual saving and checking accounts. When earned, provide youth/young adults with ILP Dollar Incentives for

participation in individualized one-on-one and group services.

5.24 Individualized One-on-One Services

5.24.1 Services will include one-on-one meetings and coaching with the youth/young adult and caregiver in the home and community-based settings to support the youth/young adult with meeting their TILP and individualized ILP Services Plan goals.

5.24.2 CONTRACTOR shall provide a minimum of eighty percent (80%) services pursuant to Attachment A of this Contract on an individualized one-on-one basis to youth/young adults, with the remaining twenty percent (20%) on a group basis.

5.24.3 CONTRACTOR shall provide a minimum of two (2) individualized one-on-one monthly meetings to each Active status youth/young adult.

5.24.3.1 If appropriate, CONTRACTOR may conduct one (1) of the monthly individualized one-on-one meetings over the telephone or remotely.

5.24.4 The focus of ILP services provided in youth/young adult's home shall be for youth/young adult and their caregiver to identify and overcome barriers and challenges to achieving TILP and individualized ILP Services Plan goals by practicing independent living skills that target key areas of daily living skills, education, employment, housing, family/support, financial responsibility and health (including mental, physical, and reproductive/sexual). ILP services may include, but are not limited to, instructions on the following topics: cooking, house cleaning, utilizing household appliances, basic household management and maintenance, using public transportation, engaging in social activities in the home and the community, earning and managing their own money, working/volunteering, learning and developing job retention skills, learning about family planning, participating in extracurricular activities, managing their own medical and mental health care and other daily living skills identified as requiring continued development.

5.25 Group Services: Workshops, Seminars, and Special Events

- 5.25.1 CONTRACTOR shall limit group services to a maximum of twenty percent (20%) of the total ILP services provided to youth/young adults pursuant to Attachment A of this Contract, with the remaining eighty percent (80%) on a one-on-one basis.
- 5.25.2 CONTRACTOR shall provide a minimum of one (1) seminar, workshop, or special event per month.
- 5.25.3 CONTRACTOR shall provide community-based and online seminars, workshops, and special events for approximately five hundred (500) unduplicated youth/young adults per year that focus on the needs of youth/young adults so they may learn to function as healthy, productive, responsible, and self-sufficient adults.
- 5.25.4 CONTRACTOR shall provide services for youth/young adults and, when applicable, their caregivers, that target key domains of daily living skills, education, employment, housing, family/social support, financial responsibility and health (including mental, physical, and reproductive/sexual). Instructions for youth/young adults and their caregivers on how to apply in-class teaching and exercises shall be provided to encourage discussions and applications within the home.
- 5.25.5 CONTRACTOR shall collaborate with COUNTY's Resource Families to ensure active participation and cooperation by encouraging youth/young adults to attend ILP seminars, workshops, and special events and to apply the learned life skills of daily activities.
- 5.25.6 CONTRACTOR shall ensure seminars, workshops, and special events are conducted at CONTRACTOR's facility described in Paragraph 6 of this Attachment A, other local venues, or online and offered, Monday through Friday, during evening hours from 5:30 p.m. to 8:30 p.m., and on Saturdays from 9:00 a.m. to 12:00 p.m., to accommodate eligible youth/young adults and their caregivers' schedules.

- 5.25.7 Seminars, workshops, and special events should be scheduled to meet relevant timelines. For example, a workshop for high school seniors, who are considering continuing their education, on how to complete the Free Application for Federal Student Aid (FAFSA) and other financial aid should be scheduled a minimum of sixty (60) days prior to the FAFSA submission due date.
- 5.25.8 Seminars and workshops shall not exceed three (3) hours in duration.
- 5.25.9 Peer Mentors and former foster youth, who are now adults, shall act as instructional aides and facilitators for small group interactions during seminars, workshops, and special events.
- 5.25.10 CONTRACTOR shall support caregivers' participation with their youth/young adults in seminars, workshops, and special events.
- 5.25.11 CONTRACTOR shall collaborate with SSW with securing transportation for youth/young adults to and from seminars, workshops, and special events, when needed.
- 5.25.12 CONTRACTOR shall work with SSA staff on a quarterly basis to develop a curriculum for workshops, seminars, and special events to meet the ongoing needs of youth/young adults and caregivers.
- 5.25.13 CONTRACTOR shall provide on-site child care for youth/young adult's children under sixteen (16) years of age, while youth/young adult is attending seminars, workshops, and special events. Volunteers may be utilized to provide childcare.
- 5.25.14 CONTRACTOR shall make available a waiting area within the facility for participants, a minimum of thirty (30) minutes prior to the start of a seminar, workshop, or special event.
- 5.25.15 The topics covered in seminars, workgroups, and special events target key domains of daily living skills, education, employment, housing, family/social support, financial responsibility and health and may include, but are not limited to:

- 5.25.15.1 Interpersonal/social skills;
 - 5.25.15.2 Self-esteem/personal growth and empowerment;
 - 5.25.15.3 Social media practices, protocols, and internet safety;
 - 5.25.15.4 Computer/Internet skills;
 - 5.25.15.5 Post high school education (including vocational, technical, and college) and scholarship, grants, and other financial aid information;
 - 5.25.15.6 Educational guidance and support;
 - 5.25.15.7 Vocational training;
 - 5.25.15.8 Employment/vocational assessment and preparation;
 - 5.25.15.9 Financial and consumer education;
 - 5.25.15.10 Money management including credit management and resolution;
 - 5.25.15.11 Cultural awareness and sensitivity;
 - 5.25.15.12 Health, wellness, nutrition, and exercise;
 - 5.25.15.13 Sexual and reproductive wellness;
 - 5.25.15.14 Medical and mental health insurance and resources;
 - 5.25.15.15 Auto/health insurance/responsibilities;
 - 5.25.15.16 Income tax filing responsibilities;
 - 5.25.15.17 Housing options such as renting, leasing, and roommate options;
 - 5.25.15.18 Use of public transportation; and
 - 5.25.15.19 Establishing and maintaining healthy relationships.
- 5.25.16 Seminars and Workshops
- 5.25.16.1 Seminars are defined as informal discussion groups to present and discuss specific topics relevant to ILP youth/young adults and their caregivers.
 - 5.25.16.2 Workshops are brief, intensive educational programs for youth and caregivers that emphasize participation in problem solving. Workshops may also include college tours, community service opportunities at local parks and beaches,

and/or other educational and employment related site visits. Workshops shall be conducted at CONTRACTOR's facility described in Paragraph 6 of this Attachment A or online, Monday through Friday, from 5:30 p.m. to 8:30 p.m., and Saturdays, 9:00 a.m. to 12:00 p.m.

5.25.16.3 CONTRACTOR shall secure speakers and trainers for seminars, workshops, and special events who are motivating and well versed in the challenges faced by youth/young adults today.

5.25.16.4 Seminars and workshops shall provide outreach, follow-up training, individual services and life planning for youth/young adults who have been identified by COUNTY as having learning disabilities or who are developmentally delayed. These youth/young adults shall be assigned an Independent Living Specialist to assist them and the caregivers during seminars and workshops to answer questions and maximize youth/young adult's learning experience and participation.

5.25.16.5 CONTRACTOR shall provide meals and/or snacks for youth/young adults and caregivers attending seminars and workshops.

5.25.17 Special Events

5.25.17.1 Special Events shall be designed to offer youth/young adults a multitude of business opportunities, business contacts, opportunity to meet with community members representing their respective professions, and opportunities to manage life skills tasks. Topics shall include, but not be limited to those outlined in Subparagraph 5.25.14 of this Attachment A and shall afford youth/young adults an opportunity to demonstrate practical applications of what they learned in workshops and seminars. Youth/young adults, caregivers,

mentors, and COUNTY personnel shall be invited to attend.

5.25.17.2 Special Events may also include college tours and guest speakers on topics outlined in Subparagraph 5.25.17 of this Attachment A. A college tour should include visits to local community colleges and universities.

5.25.17.3 CONTRACTOR shall obtain ADMINISTRATOR's prior written approval for additional types of Special Events.

5.25.17.4 CONTRACTOR shall provide meals and/or snacks for youth/young adults attending Special Events during evening hours and lunch for weekend events.

5.25.18 Supervision and Training

5.25.18.1 The Supervisor of ILP Services shall provide a minimum of one (1) hour of individual supervision per week to Youth Support Specialist staff that work directly with youth/young adults and two (2) hours of group supervision per month to the direct service staff.

5.25.18.2 ILP direct service staff shall complete a minimum of twenty (20) hours of training per year that includes topics related to identification and prevention of child abuse, adolescent issues, and training relevant to ILP services to be provided.

5.25.18.3 CONTRACTOR shall obtain ADMINISTRATOR's prior written approval on training topics eligible for reimbursement under the terms of this Contract.

5.25.18.4 CONTRACTOR shall attend COUNTY required trainings, as applicable.

6. FACILITIES

Administrative services under this Contract shall be provided at:

Orangewood Foundation
1575 East 17th Street
Santa Ana, CA 92705

CONTRACTOR shall provide facility(ies) for administering the ILP services. CONTRACTOR's facilities shall be safe, clean, and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended. ADMINISTRATOR prefers CONTRACTOR's facility be located within one hundred (100) yards of a bus stop.

7. REPORTING REQUIREMENTS

CONTRACTOR shall prepare and submit to designated ADMINISTRATOR's staff written reports including, but not limited to:

7.1 Monthly Program Statistical Reports

7.1.1 CONTRACTOR shall submit a monthly statistical report of all ILP services provided to youth/young adults and caregivers by the fifteenth (15th) calendar day of each month for the prior month of service, on a form approved by ADMINISTRATOR. Statistical reports shall include monthly outcome objectives data stated in Paragraph 3 of this Attachment A.

7.2 Monthly Service Progress Reports

7.2.1 CONTRACTOR shall submit written individual monthly progress reports on each youth/young adult served by the fifteenth (15th) calendar day of each month for the prior month of service. Progress reports shall include outcomes objectives data stated in Paragraph 3 of this Attachment A.

7.3 Year-End Final Report

7.3.1 CONTRACTOR shall submit a year-end final report annually by July 30th for the prior year of service, summarizing the results of efforts made to achieve performance objectives, outcome measures, successes and barriers experienced in the provision of services.

7.4 Serious Illness, Accident/Injury, Hospitalization or Death

7.4.1 CONTRACTOR shall immediately notify SSW by telephone upon CONTRACTOR becoming aware of any serious illness, accident/injury,

hospitalization, or death of any youth/young adult in CONTRACTOR's care. This verbal report shall be followed by a written Special Incident Report on a form approved by ADMINISTRATOR within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death. The verbal and written reports shall include, but not be limited to:

- 7.4.1.1 The name of youth/young adult and date of birth;
- 7.4.1.2 The date, time, and location of the serious illness, accident/injury, hospitalization, or death;
- 7.4.1.3 The ILP service under which youth/young adult was receiving services; the name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to youth/young adult/caregiver; and a summary of the circumstances thereof.

7.5 Confidential Information

7.5.1 CONTRACTOR shall submit Monthly Service Progress Reports exclusively through Secured Communications Management System (SCMS), a secured website hosted by SSA used to send and receive documents containing confidential information.

7.5.2 Any additional information regarding the program's progress shall be prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR may add, delete, waive, or otherwise modify individual reporting requirements stated in Paragraph 7 of this Attachment A.

8. MEETINGS

8.1 CONTRACTOR shall attend the monthly meeting, as required by ADMINISTRATOR. Topics to be discussed may include, but are not limited to, Monthly Reports, challenges, successful strategies for service delivery, goals, and outcomes.

9. UTILIZATION REVIEW

9.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-

annually to review and evaluate a random selection of youth/young adult case records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Youth/young adult cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

9.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 6 of this Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

9.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing in this Subparagraph shall affect COUNTY's termination rights under Paragraph 43 of this Contract.

10. BUDGET

10.1 The budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

Budget for July 1, 2022, through June 30, 2023:

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position</u> <u>Type</u> ⁽¹⁾	<u>Maximum</u> <u>Hourly</u> <u>Rate</u> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
Director of ILP Services	D	\$55.00	0.50	
ILP Supervisor	D	37.50	1.00	
ILP Events Coordinator	D	37.50	1.00	
Youth Support Specialist ⁽⁴⁾	D	30.00	8.00	
Program Assistant	D	26.00	0.50	
Program Supervisor	D	37.50	0.15	

Peer Mentor	D	23.00	0.60	
Senior Accountant	A	34.00	0.15	
Staffing Subtotal				\$ 671,634
EMPLOYEE BENEFITS ⁽⁵⁾				<u>156,190</u>
TOTAL STAFFING AND EMPLOYEE BENEFITS				\$ 827,824
TOTAL SERVICES AND SUPPLIES ⁽⁶⁾				\$ 748,105
TOTAL OPERATING EXPENSES ⁽⁷⁾				\$ 34,260
SUBTOTAL STAFFING AND EMPLOYEE BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES				\$1,610,189
INDIRECT COSTS ⁽⁸⁾				\$ 82,782
<u>Minus Match</u> ⁽⁹⁾				(\$745,587)
MAXIMUM OBLIGATION FOR JULY 1, 2022 – JUNE 30, 2023				\$ 947,384

(1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

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

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

(4) A minimum of 2.0 FTE Youth Support Specialist positions shall be filled with

bilingual staff.

- (5) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; vision insurance; Employee Assistance Plan; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The Direct Service benefit rate shall not exceed twenty-seven percent (27%) of the actual salary expense claimed. The Administrative Service benefit rate shall not exceed twenty-five percent (25%) of the actual salary expense claimed.
- (6) Services and Supplies include costs for program expenses such as office expenses and telephone; mileage as limited to the amount allowed by IRS; group service expenses such as costs for food, supplies, and venues needed for Workshops, Seminars, and Special Events; and housing concrete supports such as moving supplies, rental and utility deposits, housing stabilization, youth incentives, and basic needs.
- (7) Operating Expenses include costs for facility lease/rental and insurance.
- (8) Indirect costs include administrative costs not directly charged to the program, including costs for audits, Human Resources, Information Technology, and additional administrative salaries and benefits. Indirect costs are based on ten percent (10%) of the total budget. In the event the rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly.
- (9) Match includes in-kind support from salaries, services, and supplies, and operating costs directly related to ILP Services. A minimum match of ten percent (10%) of the total annual budget is required annually.

10.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses,

staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

10.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

10.4 In the event the budget shown in Paragraph 10 of this Attachment is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2022, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July 1st of each Contract year shall be identical to the most recently modified annual budget.

11. MATCH

11.1 Pursuant to Subparagraph 20.3 of this Contract, CONTRACTOR shall provide the following as part of the Match requirement:

11.1.1 Direct Financial Assistance to youth/young adults, including but not limited to work expenses, training expenses, and extracurricular expenses.

11.1.2 Direct Financial Assistance to youth/young adults for higher education such as college tuition, technical or vocational school fees and expenses.

11.1.3 Access to facilities that offer youth/young adults and former foster youth emergency clothing, hygiene items, food, and laundry facilities; internet access, fax, phone, printer, and copier; and résumés building assistance, job search, skill building, and goal setting.

11.1.4 ILP Dollar Incentives, in the form of gift cards or other monetary incentives, for participation in individualized one-on-one, group services, and special events.

11.1.5 Volunteers, as needed.

12. STAFFING REQUIREMENTS

CONTRACTOR shall be responsible for and provide the following staff positions:

12.1 Staff training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English. If youth/young adult's caregiver contact is required to obtain the required documentation or provide services, CONTRACTOR shall be required to provide translation services to meet language needs so that all youth/young adult's caregivers are provided services in their primary language.

12.2 Utilize a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the population to be served identified in Attachment A. CONTRACTOR shall employ staff with the background, training, and experience to provide ILP services.

12.3 Director of ILP Services

Duties

12.3.1 Provide program development and implementation administration.

12.3.2 Manage the direct service programs for emancipating youth/ young adults.

12.3.3 Direct recruitment, hiring and training of staff.

12.3.4 Provide a minimum of one (1) hour per month supervision for ILP Supervisor and ILP Events Coordinator and ensure all direct staff receive

adequate supervision.

12.3.5 Provide program staff two (2) hours of group supervision per month.

12.3.6 Interact regularly with SSA staff to maintain communication and the sharing of information.

Qualifications:

12.3.7 Master's degree in human services field from an accredited college or university with a minimum of two (2) years of experience in human services, coordinating social services related programs, and an excellent understanding of issues related to child abuse.

12.4 ILP Supervisor

Duties

12.4.1 Oversee the direct service programs for emancipating youth/young adults.

12.4.2 Interact regularly with SSA staff to maintain communication and the sharing of information.

12.4.3 Provide direct oversight and supervision for service delivery.

12.4.4 Provide a minimum of one (1) hour per month with each direct service staff.

12.4.5 Provide two (2) hours of group supervision per month to the direct service staff.

Qualifications:

12.4.6 Bachelor's degree in either sociology, social work, education, or a related field from an accredited college or university; and two (2) year experience in the human services field.

12.4.7 A minimum of one (1) year of experience in supervising in social services related programs.

12.4.8 A valid California driver's license with proof of current automobile insurance.

12.4.9 An appropriate understanding of developmental learning theory and of adolescent and child abuse issues.

12.5 ILP Events Coordinator

Duties

12.5.1 Provide supervision to event staff.

12.5.2 Facilitate workshops, coordinate services, and work with youth/young adults, caregivers, and interdisciplinary team.

12.5.3 Collaborate with community partners to present workshops, seminars and events to emancipating youth and young adults.

Qualifications:

12.5.4 Bachelor's degree in either sociology, social work, education, or a related field from an accredited college or university; and one (1) year experience in the human services field.

12.5.5 A valid California driver's license with proof of current automobile insurance.

12.5.6 A basic understanding of developmental learning theory and of adolescent and child abuse issues.

12.6 Youth Support Specialist

Duties

12.6.1 Provide and coordinate the vast array of independent living services currently available and as defined in CDSS Manual of Policy and Procedures (MPP) Division 31-525.

12.6.2 Develop individualized ILP Services Plans.

12.6.3 Support, in collaboration with ADMINISTRATOR's SSW, pregnant and parenting participants, by providing referrals to community-based parent education, housing resources, child care resources, and education on future family planning and pregnancy prevention.

- 12.6.4 Assist youth/young adults and caregivers during seminars, workshops, and special events to answer questions and maximize the learning experience and participation.
- 12.6.5 Provide direct case management services including assessments, ILP plan development and curriculum development.
- 12.6.6 Conduct individualized one-on-one meetings with youth/young adults.
- 12.6.7 Facilitate workshops, coordinate services, and work with youth/young adults, caregivers, and interdisciplinary team.

Qualifications:

- 12.6.8 Bachelor's degree in either sociology, social work, education, or a related field from an accredited college or university; and one (1) year experience in the human services field.
- 12.6.9 A valid California driver's license with proof of current automobile insurance.
- 12.6.10 A basic understanding of developmental learning theory and of adolescent and child abuse issues.

12.7 Program Assistant

Duties:

- 12.7.1 Manage and track ILP Dollar Incentives, enter expenditures updates, and verify ILP Dollar Incentives eligibility.
- 12.7.2 Communicate directly with youth/young adults and inform them of ILP Dollar Incentives eligibility criteria.
- 12.7.3 Distribute ILP Dollar Incentives to youth/young adults.
- 12.7.4 Serve as the primary contact to youth/young adults and address ILP Dollar Incentives queries, such as questions about required documentation and referrals to activities.
- 12.7.5 Provide meeting/event support, including, but not limited to, note taking,

report drafting, and meeting site preparation.

12.7.6 Enter all new youth/young adult records, attendance, and services provided information into CONTRACTOR's ILP system database.

Qualifications:

12.7.7 Bachelor's degree in social services or a related field from an accredited college or university is preferred. High School diploma or equivalent, is required.

12.7.8 Two (2) years minimum experience performing administrative functions such as supervision or program oversight.

12.7.9 Proficiency in Microsoft Office applications, and ability to learn new applications quickly.

12.7.10 Excellent written and oral communication skills including communicating through remote methods.

12.7.11 A valid California driver's license with proof of current automobile insurance.

12.8 Peer Mentor

Duties:

12.8.1 Serve as a positive role model to youth in the ILP program.

12.8.2 Assist in providing ILP workshops, seminars, and events.

12.8.3 Connect with youth who have been referred to the program and to invite them to attend workshops, seminars and events and answer questions regarding ILP.

Qualifications:

12.8.4 High School diploma or equivalent is required.

12.8.5 Must identify as having lived experience similar to youth and young adults eligible for ILP.

12.8.6 Demonstrate a basic understanding of adolescent and child abuse issues.

12.9 Senior Accountant

Duties:

- 12.9.1 Oversees contractual financial compliance, prepares monthly invoice from payroll records and expense report, and prepares budget modification requests if necessary.

Qualifications:

- 12.9.2 A bachelor's degree in accounting from an accredited college or university is preferred and at minimum a high school diploma or GED is required. Education may be substituted for experience on the following basis: one (1) year of experience in the maintenance and review of fiscal, financial, or statistical records may be substituted by completion of twelve (12) semesters or eighteen (18) quarters in accounting, business math, bookkeeping, or a related field. Minimum of four (4) years of accounting and bookkeeping experience.

13. TRAINING

- 13.1 CONTRACTOR's staff shall attend SSA training, conferences, and meetings as required by SSA.
- 13.2 CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure service deliverables are met.
- 13.3 CONTRACTOR shall ensure that CONTRACTOR's staff receives cultural awareness and responsiveness training.
- 13.4 CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to SSA, upon request.

14. QUALITY ASSURANCE/QUALITY CONTROL

- 14.1 CONTRACTOR shall utilize a comprehensive Quality Control Plan, on a format approved by the SSA, to monitor the level of program service and quality. The Quality Control Plan shall be effective upon Contract start date and will be updated and resubmitted for SSA approval when changes occur. The Quality Control Plan

will include, but not be limited to, the following:

- 14.1.1 The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality per this Contract;
- 14.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
- 14.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by County policy; and
- 14.1.4 The method for providing SSA with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.