

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN’S BUREAU OF SOUTHERN CALIFORNIA
FOR THE PROVISION OF IN-HOME COACHING SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and CHILDREN’S BUREAU OF SOUTHERN CALIFORNIA, 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.”

W I T N E S S E T H:

WHEREAS, COUNTY issued a Request For Proposal for Child Abuse Prevention and Intervention Services in August 2022;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of In-Home Coaching 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 California Welfare and Institutions Code Sections 16501 and 18961; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

TABLE OF CONTENTS

1. TERM..... 4

2. ALTERATION OF TERMS..... 4

3. STATUS OF CONTRACTOR..... 4

4. DESCRIPTION OF SERVICES 5

5. LICENSES AND STANDARDS 5

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP 6

7. SUBCONTRACTS..... 7

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE..... 7

9. NON-DISCRIMINATION 8

10. NOTICES 11

11. NOTICE OF DELAYS..... 12

12. INDEMNIFICATION 12

13. INSURANCE 12

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS 17

15. CONFLICT OF INTEREST 18

16. ANTI-PROSELYTISM PROVISION 18

17. SUPPLANTING GOVERNMENT FUNDS 19

18. EQUIPMENT 19

19. BREACH SANCTIONS..... 20

20. PAYMENTS..... 21

21. OVERPAYMENTS..... 23

22. OUTSTANDING DEBT 23

23. REVENUE 24

24. FINAL REPORT 24

25. INDEPENDENT AUDIT 24

26. RECORDS, INSPECTIONS, AND AUDITS 25

27. PERSONNEL DISCLOSURE..... 27

28. EMPLOYMENT ELIGIBILITY VERIFICATION..... 30

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING..... 30

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 31

31. CONFIDENTIALITY 31

32. SECURITY..... 32

33. COPYRIGHT ACCESS 34

34. WAIVER 34

35. SERVICES DURING EMERGENCY AND/OR DISASTER..... 35

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA..... 36

37. REPORTS 37

38. ENERGY EFFICIENCY STANDARDS 37

39. ENVIRONMENTAL PROTECTION STANDARDS 37

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

41. POLITICAL ACTIVITY..... 39

42. TERMINATION PROVISIONS 39

43. COOPERATIVE CONTRACT 40

44. GOVERNING LAW AND VENUE..... 41

45. SIGNATURE IN COUNTERPARTS 41

ATTACHMENT A

1. POPULATION TO BE SERVED 1
2. OUTCOME OBJECTIVES 1
3. HOURS OF OPERATION 2
4. SERVICE REQUIREMENTS 3
5. ADDITIONAL CONTRACTOR RESPONSIBILITIES 9
6. FAMILY CASE RECORDS 10
7. WORKLOAD STANDARDS 11
8. REPORTS 11
9. MEETINGS 13
10. FACILITIES 13
11. BUDGET 14
12. STAFFING REQUIREMENTS 21
13. TRAINING 24
14. QUALITY CONTROL/UTILIZATION REVIEW 24

1. TERM

The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 42 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.

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Attachment A to the Contract between County of Orange and Children's Bureau of Southern California, for the In-Home Coaching (IHC) 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; 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.

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/comply>
[Social Services Agency (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: Children’s Bureau of Southern California
1910 Magnolia Avenue
Los Angeles, CA 90007

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 Subparagraph 10.1 above;

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 carry 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 current, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.
- 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 (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this Contract.
- 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).

- 13.5.2 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.
- 13.5.3 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 or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability Insurance	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

- 13.5.4 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

13.6 Required Coverage Forms

- 13.6.1 Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
- 13.6.2 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.

13.7 Required Endorsements

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

13.7.1.1 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, employees and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.7.1.2 A primary non-contributory 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 shall be excess and non-contributory.

13.7.2 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, employees, and agents or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

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

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

- 13.8 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.
- 13.9 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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.
- 13.10 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are a "Claims-Made" policy(ies), CONTRACTOR shall agree to the following:
- 13.10.1 The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
 - 13.10.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
 - 13.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.
- 13.11 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).
- 13.12 Insurance certificates should be forwarded to COUNTY at the address indicated in Paragraph 10 of this Contract.
- 13.13 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.

13.14 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.

13.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to 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.

13.16 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

18.3.1 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 without prior written approval from ADMINISTRATOR.

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 \$1,950,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$650,000 for July 1, 2023, through June 30, 2024;

20.1.2 \$650,000 for July 1, 2024, through June 30, 2025; and

20.1.3 \$650,000 for July 1, 2025, through June 30, 2026.

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 the month of June during the term of the contract, 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 covered by this 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 26.1 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, 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 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Contract, such monies shall be considered a cost off-set and treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter amended.

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 agreement 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. 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 42.2.

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 13.5 of Attachment A (hereinafter referred to as "Personnel").

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 above 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 above 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. 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.

30. 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.

31. CONFIDENTIALITY

31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 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.

31.2 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.

31.3 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.

31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to

the confidentiality requirements of this Contract.

31.5 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.

31.5.1 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.

31.5.2 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.

32. SECURITY

32.1 Security Requirements

32.1.1 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:

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

- 32.1.1.2 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.
- 32.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.
- 32.1.1.4 Firewall protection.
- 32.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.
- 32.1.1.6 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.

32.2 Security Breach Notification

32.2.1 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:

- 32.2.1.1 Investigate to determine the nature and extent of the Security Breach.
- 32.2.1.2 Contain the incident by taking necessary action, including, but

not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

32.2.1.3 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.

32.2.2 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.

33. 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.

34. 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.

35. SERVICES DURING EMERGENCY AND/OR DISASTER

35.1 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.

35.2 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.

35.3 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. 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.

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

36.1 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.

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

36.2.1 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;

36.2.2 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;

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

36.2.3.1 Any commercial product or service; and

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

36.2.4 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>.

37. REPORTS

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

37.2 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.

38. 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).

39. 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:

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

39.2 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

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

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

40.1 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 40.1.1.1 - 40.1.1.4.

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

40.1.1.1 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.

40.1.1.2 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.

40.1.1.3 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.

40.1.1.4 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.

41. 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.

42. TERMINATION PROVISIONS

42.1 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.

42.2 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.

42.3 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.

42.4 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.

42.5 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.

43. COOPERATIVE CONTRACT

43.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.

43.2 The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in

any subordinate contract entered into with another governmental entity pursuant to 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. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The CONTRACTOR is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

43.3 The CONTRACTOR shall be required to maintain a list of the County of Orange departments and governmental 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.

43.4 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

44. 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.

45. SIGNATURE IN COUNTERPARTS

45.1 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.

45.2 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 (2) 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: CHILDREN’S BUREAU OF SOUTHERN CALIFORNIA

Ron Brown	President & CEO
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Ron Brown</i>	3/16/2023 2:03:37 PM PDT
<small>B24A799683224DE...</small> _____ Signature	_____ Date
Corina Casco	Chief Program Officer
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Corina Casco</i>	3/16/2023 2:04:44 PM PDT
<small>BC99F85A34AC499...</small> _____ Signature	_____ Date

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

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	<u>Deputy Purchasing Agent</u> Title
_____ Signature	_____ Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost	Deputy County Counsel
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Carolyn Frost</i>	3/16/2023 2:44:32 PM PDT
<small>U3AB98D76DOB425...</small> _____ Signature	_____ Date

ATTACHMENT A
SCOPE OF WORK

FOR THE PROVISION OF IN-HOME COACHING SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide In-Home Coaching (IHC) Services to families referred by Social Service Agency (SSA). The population to be served, as defined in this Paragraph, shall hereinafter be referred to as “FAMILY/FAMILIES.” FAMILIES include persons SSA determines to be families with children, who are at risk, or have a history of abuse or neglect, including domestic abuse. FAMILIES generally include a PARENT and child that require intervention or highly specific services in the home. Some FAMILIES are in crisis and may require immediate intervention services and/or resources and may be in jeopardy of having children placed in out of home care. Other FAMILIES have had their children removed from the home and require intervention services and/or resources to assist them in reunifying with their children. FAMILIES may be working with Children and Family Services (CFS) on a voluntary basis or have children under the supervision of CFS on a non-voluntary basis.

1.1.1 PARENT(S) generally include biological parents, relatives, and non-relative extended family members (NREFM) of children ages birth (0) through seventeen (17) years, and shall hereinafter be referred to as “PARENTS.”

1.1.2 FAMILIES not defined in Subparagraph 1.1 may be eligible to receive services on a case by case basis with concurrence of Resource Development and Management (RDM) program staff.

2. OUTCOME OBJECTIVES

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

2.1.1 Social Connections: Isolated families lead to a higher risk of child abuse.

- Families need to build trusting relationships and connect with others to strengthen parenting skills and decrease risk of abuse.
- 2.1.2 Knowledge of Parenting and Child Development: This leads to appropriate expectations and the use of more developmentally appropriate guidance techniques.
 - 2.1.3 Social and Emotional Competence of Children: Children who are educated about identifying feelings, empathizing with others, sharing emotions appropriately, and problem-solving, have more positive interactions with others.
 - 2.1.4 Concrete Support in Times of Need: Immediate support and resources should be provided when a family is in crisis.
 - 2.1.5 Parental Resilience: This involves bouncing back from difficulties, i.e., recognizing challenges/feelings in difficult times, and the ability to have hope, problem-solve, and take action.
- 2.2 CONTRACTOR shall provide a pre- and post-test survey to PARENTS. Survey results are analyzed by ADMINSTRATOR for improvement in parental resilience as a result of services provided by CONTRACTOR.
- 2.3 CONTRACTOR shall schedule an initial home visit within ten (10) calendar days for eighty percent (80%) of Families, once initial direct communication is made with the FAMILY after the referral is received by CONTRACTOR.
- 2.4 CONTRACTOR shall ensure FAMILIES will successfully complete IHC Services per the goals on the Assessment and Treatment Plan (ATP) as described in Subparagraph 4.13 of this Attachment as follows:
- 2.4.1 Minimum of seventy percent (70%) of referred FAMILIES will complete their ATP goals in Year One (1) of the Contract.
 - 2.4.2 Minimum of eighty percent (80%) of referred FAMILIES will complete their ATP goals in Year Two (2) of the Contract.
 - 2.4.3 Minimum of eighty five percent (85%) of referred FAMILIES will complete their ATP goals in Year Three (3) of the Contract.
3. HOURS OF OPERATION

- 3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 8:00 p.m. At minimum, fifty percent (50%) of all the services must be available to be scheduled during high demand hours, evenings (3:00 p.m. to 8:00 p.m.), and Saturdays.
- 3.2 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 3.1 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. SERVICE REQUIREMENTS

- 4.1 CONTRACTOR's services shall be outcome driven and identify indicators that accurately reflect progress toward stated service delivery goals. CONTRACTOR shall measure and document the FAMILIES' improvement after intervention in the case file notes and reports.
- 4.2 CONTRACTOR's services should be family-centered, family-friendly, culturally responsive, and trauma informed.
- 4.3 CONTRACTOR shall use its best efforts to maintain the assignment of the same staff to a particular FAMILY in order to establish trust and preserve continuity for the FAMILY.
- 4.4 CONTRACTOR shall identify and address the FAMILY's immediate basic needs which could include housing, food, and clothing, by referring them to appropriate community resources, as referenced in Subparagraph 4.19 of this Attachment A.
- 4.4.1 If CONTRACTOR identifies that a FAMILY is at risk of losing housing,

they will immediately notify the Senior Social Worker (SSW) and assist with providing the FAMILY with housing resources.

- 4.5 CONTRACTOR shall address barriers to engage FAMILIES that are resistive to participating in IHC Services.

Service Tracking and Initial Assessment

- 4.6 CONTRACTOR shall notify the referred FAMILY and assigned SSW within three (3) business days of receipt of a referral and indicate the anticipated service start date.
- 4.7 Within two (2) days prior to an appointment, CONTRACTOR must call or text the FAMILY to remind them of appointments and provide the FAMILY transportation to appointments, assist in rescheduling appointments, etc., if applicable.
- 4.8 CONTRACTOR shall conduct an initial FAMILY assessment within ten (10) calendar days of making direct communication with the FAMILY after the referral is received by CONTRACTOR.
- 4.8.1 During the initial FAMILY assessment, CONTRACTOR shall complete a safety check of the home, financial forms, and social and family histories.

Service Levels

- 4.9 CONTRACTOR's services shall be provided in two (2) tiers:
- 4.9.1 Level 1 - FAMILIES served require a minimum level of intervention or highly specific services in the home as determined by the SSW. CONTRACTOR shall provide up to four (4) hours of in-home services per FAMILY, per week, not to exceed a total of twenty-four (24) hours.
- 4.9.2 Level 2 - FAMILIES served require a higher level of intervention or highly specific services as determined by the SSW. CONTRACTOR shall provide up to six (6) hours of in-home services per FAMILY, per week, not to exceed a total of forty-eight (48) hours.
- 4.9.3 Upon assessment of the FAMILY, should CONTRACTOR determine Level 1 services are not sufficient, CONTRACTOR shall submit a request to increase the service level to RDM and SSW for approval.
- 4.10 CONTRACTOR shall structure IHC Services on an Evidence Based Program that is

rated as supported or well supported as indicated in the Title IV-E Prevention Services Clearinghouse: <https://preventionservices.acf.hhs.gov/>.

- 4.11 Services shall be based on the strengths and needs of the FAMILY to educate PARENTS on topics, including, but not limited to, the following:
- 4.11.1 Positive child behavior and how to encourage such positive behavior.
 - 4.11.2 Stages of child development.
 - 4.11.3 Parenting styles.
 - 4.11.4 The difference between discipline and punishment.
 - 4.11.5 Effective, age-appropriate discipline and expectations; effective use of praise to promote positive behavior.
 - 4.11.6 Structure, routine, clear limit setting and direction.
 - 4.11.7 The difference between rewards and bribes.
 - 4.11.8 Housekeeping.
 - 4.11.9 Development and effectiveness of chore charts.
 - 4.11.10 Creating a reward point system; when/then, either/or choices.
 - 4.11.11 Re-directive behavioral methods (ignoring misbehavior, time-outs, and avoiding power struggles).
 - 4.11.12 Natural and logical consequences of behavior.
 - 4.11.13 Conflict resolution and anger management techniques.
 - 4.11.14 Preventive teaching for safety issues for children in and out of the home.
 - 4.11.15 Child directed/unstructured play.
 - 4.11.16 Parental self-control (parents as role models).
 - 4.11.17 Behavior problem solving (hitting, biting, cursing and stealing).
 - 4.11.18 Budgeting.
 - 4.11.19 Nutrition.
 - 4.11.20 Hygiene.
 - 4.11.21 Verbal and non-verbal communications skills.
 - 4.11.22 Educate FAMILY members on the concept of child abuse and prevention of child abuse.

4.12 IHC Services

CONTRACTOR shall:

- 4.12.1 Provide the FAMILY transportation to appointments, when needed.
- 4.12.2 Instruct FAMILY on how to access public transportation, if necessary.
- 4.12.3 Accompany FAMILY to initial medical appointments, school conferences, counseling appointments, or resources outside the FAMILY home, as deemed necessary by ADMINISTRATOR.
- 4.12.4 Attend monitored or supervised visits as deemed necessary by Administrator, in order to provide hands-on coaching to PARENTS, relatives, and caregivers.
- 4.12.5 Assist FAMILY in finding licensed child care resources, as needed.
- 4.12.6 Conduct a termination session as part of the final meeting with the FAMILY.

4.13 Assessment and Treatment Plan

- 4.13.1 At the initial FAMILY assessment, CONTRACTOR shall develop a written ATP, identify the primary service needs that precipitated the FAMILY's referral, and develop measurable objectives to be reached during the service period. The ATP shall:
 - 4.13.1.1 Be consistent with the reason for referral and based on the priorities identified by the SSW, and establish specific goals to meet the individualized needs of the FAMILY.
 - 4.13.1.2 Incorporate input from the FAMILY and be strength-based to lead to the development of FAMILY competence.
 - 4.13.1.3 Include specific, measurable, achievable, realistic and time-bound goals.
 - 4.13.1.4 Include specific community resources, based on the FAMILY's need(s) that will be offered to the FAMILY prior to termination of services.
 - 4.13.1.5 List all contacts, including phone calls and emails, with the FAMILY, SSW, and collateral sources.

4.13.1.6 List scheduled appointments which the FAMILY fails to keep.

4.13.1.7 Be sent to RDM for processing within fifteen (15) calendar days of completion of the initial home assessment.

4.14 Extension Request Requirements

4.14.1 CONTRACTOR must obtain prior written approval from RDM program staff for any extension of services and must provide justification for service extension. The extension request must be submitted to RDM program staff at least fifteen (15) calendar days in advance of the scheduled service termination date.

4.14.2 Submit an extension request, when applicable and in accordance with Subparagraph 4.14.1, of this Attachment A, to provide IHC Services beyond the initial service period for up to an additional three (3) weeks of services. Extension requests must be approved by RDM prior to continuing services.

4.14.3 Extension requests on closed CFS cases will not be approved.

4.14.4 CONTRACTOR understands that continuing services beyond the specified service period without a written approved extension request will result in CONTRACTOR incurring upon itself all fiscal obligations related to those services.

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

4.15 No Show Policy

4.15.1 CONTRACTOR shall consider the FAMILY a no show unless the FAMILY calls CONTRACTOR at least twenty-four (24) hours in advance of a scheduled appointment to reschedule.

4.15.2 CONTRACTOR shall notify the SSW of the missed appointment (no show) by telephone within two (2) business days after the missed appointment.

4.15.3 CONTRACTOR shall send a written no show letter, approved as to form by ADMINISTRATOR and RDM, to the FAMILY in the appropriate

primary language of the FAMILY with a copy to the SSW. If the FAMILY's primary language is other than English, CONTRACTOR shall also send a copy of the English language version of the letter to the SSW. A copy of every no show letter, in applicable languages, shall be maintained in FAMILY's file.

4.15.4 CONTRACTOR shall suspend services if the FAMILY accumulates three (3) no shows.

4.15.5 The SSW may reinstate the FAMILY to continue to receive services within ten (10) business days of SSW's receipt of the third no show letter. A FAMILY may be reinstated only once during the service period; however, exceptions may be made by the SSW for a FAMILY with a court-ordered case plan. CONTRACTOR shall notify RDM of every request for reinstatement. In such cases, CONTRACTOR shall schedule the reinstated FAMILY in the next available service slot.

4.15.6 CONTRACTOR shall terminate FAMILY after ten (10) business days, if SSW does not request that the FAMILY be reinstated.

4.16 Pre-and Post-Tests

4.17 CONTRACTOR shall administer pre- and post-tests which measure changes in FAMILIES. The pre-test will be administered during the FAMILIES initial home assessment session and the post-test will be administered during the termination session.

4.18 Case Review Conference

4.18.1 CONTRACTOR shall conduct monthly Case Review Conferences (CRCs) in which direct service staff will present selected SSA cases for discussion. Topics to be discussed may include FAMILY dynamics, FAMILY genogram, case challenges, successful service delivery strategies, resources utilized, and outcomes. CONTRACTOR shall notify the SSWs of the cases to be discussed at the CRC at least two (2) weeks in advance of the scheduled meeting to afford the SSWs an opportunity to participate.

4.19 Community Resource Linkages

4.20 CONTRACTOR shall:

- 4.20.1 Capitalize on opportunities to provide integrated, coordinated, and easily accessible resources and link the FAMILY to them, including familiarizing the FAMILY with the community Family Resource Center, if one is in their area. Resources shall be specific to the reason for the referral and the needs of each FAMILY. CONTRACTOR shall ensure the FAMILY follows-up on the linkages.
- 4.20.2 Teach the FAMILY how to independently obtain assistance and/or services through community resources.
- 4.20.3 Follow-up with the FAMILY and community resource to determine if the FAMILY was successful in accessing services and indicate which services the FAMILY was linked to on each FAMILY's Termination Report.

5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

- 5.1 Appear and testify at Juvenile Court hearings, when subpoenaed or requested by SSA.
- 5.2 Prohibit volunteers and student interns employed under this Contract from transporting FAMILIES under any circumstances.
- 5.3 Advise SSW when there is reasonable suspicion to believe a FAMILY member may be abusing drugs and/or alcohol.
- 5.4 Special Incident Report Requirements
 - 5.4.1 In the event of a special incident, CONTRACTOR shall make telephone contact with SSW, SSW's supervisor, or CFS Officer of the Day, Monday through Friday, from 8:00 a.m. to 5:00 p.m., no later than three (3) hours after the incident (voicemail is not acceptable). A special incident is any unusual, aggressive, or high-risk behavior by a FAMILY member, as directly related to this Contract, or if there are any injuries suffered by any party in the delivery of services to a FAMILY.

- 5.4.2 Should the incident occur after hours or on weekends, CONTRACTOR shall leave a voice mail message for the SSW, the SSW's supervisor and notify Orangewood Children and Family Center at (714) 935-7171.
- 5.4.3 If the incident does not meet the criteria specified in Subparagraph 5.4.1 CONTRACTOR shall notify the SSW within three (3) hours, voicemail is acceptable.
- 5.4.4 CONTRACTOR shall document the incident by completing the Special Incident Report form provided by SSA. CONTRACTOR shall submit the Special Incident Report to SSW, ADMINISTRATOR and RDM within one (1) business day of the incident and must place a copy in the FAMILY's case file.

6. FAMILY CASE RECORDS

- 6.1 CONTRACTOR shall maintain all SSA FAMILY records in Orange County.
- 6.2 CONTRACTOR shall maintain FAMILY records that shall:
 - 6.2.1 Be complete, signed, and dated for every entry.
 - 6.2.2 Detail the CONTRACTOR's observations and interaction with the FAMILY consistent with the ATP and monthly telephonic Progress Report, or monthly written Progress Reports.
 - 6.2.3 Document verbal and written communication with the SSW to report the FAMILY's progress and dates written Progress Reports sent to SSW.
 - 6.2.4 Record date when case was reviewed with supervisor.
 - 6.2.5 Record when FAMILY is discussed at monthly staff meetings.
 - 6.2.6 Document any incidents requiring a Special Incident Report.
- 6.3 CONTRACTOR shall maintain FAMILY records that shall include, but not be limited to:
 - 6.3.1 Referral from ADMINISTRATOR and any referral documentation provided by COUNTY.
 - 6.3.2 FAMILY's name, address, phone number, employment information.
 - 6.3.3 Names, birth dates and gender of all FAMILY members.
 - 6.3.4 Ethnicity of all FAMILY members.

- 6.3.5 Client(s) spoken language.
- 6.3.6 Disability status of parent/caregiver served.
- 6.3.7 Other persons in the home and their relationship to the FAMILY.
- 6.3.8 ATP and, if applicable, Revised ATP.
- 6.3.9 Monthly Progress Reports.
- 6.3.10 Extension Requests.
- 6.3.11 Termination Reports.
- 6.3.12 Social and FAMILY histories.
- 6.3.13 Fee assessment/financial information forms.
- 6.3.14 No show Letters.

7. WORKLOAD STANDARDS

7.1 CONTRACTOR's workload standards are as follows:

- 7.1.1 Each hour of IHC Services shall be counted as one (1) hour of service regardless of the number of FAMILY members being served.
- 7.1.2 No show appointments shall not be counted as direct service hours.

8. REPORTS

8.1 In a format approved by ADMINISTRATOR, CONTRACTOR shall prepare and submit written reports to RDM via secure email. ADMINISTRATOR may, at its sole discretion, add, delete, waive, or otherwise modify individual reporting requirements, as stated in this Paragraph. Reports shall include, but not be limited to, the following:

- 8.1.1 ATPs as described in Subparagraph 4.13 of this Attachment A, within fifteen (15) calendar days of completing the initial FAMILY visit.
- 8.1.2 Revised ATPs if the goals listed on the ATP need to be revised during the service period. The revised ATP shall be submitted to RDM within fifteen (15) calendar days. If the FAMILY has an open Juvenile Court case, the revised ATP goals must be discussed with the SSW.
- 8.1.3 Monthly Progress Reports which document CONTRACTOR's monthly telephone contact with the SSW to report on the FAMILY's progress, barriers, community resource linkages, etc.

8.1.4 Termination Reports (TR) due within fifteen (15) days of termination of services, in a format approved by SSA, for each FAMILY in which services have been terminated during the preceding month. This report shall include, but not be limited to:

8.1.4.1 A summary of the information provided via the Monthly Progress Reports described in Subparagraph 8.1.3 of this Attachment A.

8.1.4.2 A copy of the pre- and post-tests administered to the FAMILY.

8.1.4.3 All community resources/referrals given by CONTRACTOR to FAMILY for follow up services.

8.1.4.4 FAMILY's improvement after intervention and changes in the FAMILY over the course of service.

8.1.4.5 Issues identified regarding FAMILY's ongoing basic needs as well as those outlined in the ATP.

8.1.4.6 The reason services were terminated and if the FAMILY successfully addressed the goals in the ATP/revised ATP.

8.2 Reports on Closed CFS Cases

ATPs and TRs prepared and submitted for closed CFS cases shall indicate "Closed CFS Case" in the field for SSW's name.

8.3 Workload Standards Report

8.4 Shall be submitted to the ADMINISTRATOR by the tenth (10th) calendar day of each month, and include the following information for the preceding month:

8.4.1 Number of new FAMILIES referred.

8.4.2 Program of referring SSW.

8.4.3 Number of hours of IHC Services provided each month.

8.4.4 Number of English, Spanish, and Vietnamese speaking FAMILIES served.

8.4.5 Number of collateral service hours provided.

8.4.6 Number of hours spent at Juvenile Court.

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

8.4.8 Number of cases closed during the month.

8.4.9 Number of English, Spanish, and Vietnamese speaking FAMILIES on a waiting list and the anticipated wait time until services begin, by each language group.

8.4.10 Trainings and/or conferences attended by staff, including volunteers.

8.4.11 Number of FAMILIES who had no shows.

8.4.12 Total number of hours of no shows for the month.

8.4.13 Number of Child and Family Team (CFT) meetings attended.

8.5 Monthly Activity Log

8.5.1 CONTRACTOR shall submit a monthly activity log to RDM that includes, but is not limited to, FAMILY name(s), SSA case numbers, date referral received, date FAMILY contacted, date services started, and the number of direct service hours provided to each FAMILY. The report shall be submitted by the tenth (10th) day of each month for the preceding month.

8.6 Any additional information regarding the program's progress shall be prepared in a format approved by ADMINISTRATOR.

9. MEETINGS

9.1 CONTRACTOR's direct service staff shall attend forums, trainings and meetings as requested by ADMINISTRATOR.

9.2 CONTRACTOR shall be required to attend CFT meetings.

9.2.1 CFT meetings are family-centered, strength-based and collaborative to develop a plan of care in the best interest of the child and familial supports.

10. UTILIZATION REVIEW

10.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of family 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. FAMILY cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed

cases.

10.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 11.1 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.

10.2.1 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's CFS 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 CFS for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Contract.

10.3 ADMINSTRATOR may attend CRCs on a quarterly basis to provide consultation and assistance in monitoring and determining the focus of programmatic services.

11. FACILITIES

11.1 Administrative services under this Contract shall be provided at:

Administrative Office:
 515 Cabrillo Drive, Suite 100
 Santa Ana, CA 92701

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

12. BUDGET

12.1 The annual budget for the period of July 1, 2023, to June 30, 2024, for services provided pursuant to Attachment A of this Contract is set forth as follows:

<u>SALARIES</u>	FTE ⁽¹⁾	Max. Hourly Rate ⁽²⁾	Position Type ⁽³⁾	Annual Budget
Program Supervisor	1.00	\$32.50	D	

Counselor	1.00	\$22.50	D	
Counselor (Bi-lingual Spanish)	6.00	\$22.50	D	
Paraprofessional	0.50	\$28.85	D	
STAFFING SUBTOTAL SALARIES				\$425,245
STAFFING BENEFITS (27%) ⁽⁴⁾				<u>\$114,816</u>
TOTAL STAFFING SALARIES AND BENEFITS				\$540,061
TOTAL SERVICES AND SUPPLIES ⁽⁵⁾				\$69,132
TOTAL OPERATING EXPENSES ⁽⁶⁾				\$11,040
INDIRECT COSTS (7%) ⁽⁷⁾				\$29,767
Total Match for In-Kind Expenses ⁽⁸⁾				<u>\$65,912</u>
SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES AND OPERATING EXPENSES				\$715,912
LESS IN-KIND MATCH				<u>(\$65,912)</u>
TOTAL ANNUAL MAXIMUM OBLIGATION				\$650,000

- (1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this 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.
- (2) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.
- (3) 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.

- (4) Employee Benefits include health insurance; dental insurance; life insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, Workers' Compensation Tax, based on currently prevailing rates; 401k retirement plans and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed twenty-seven percent (27%) of the actual salary expense claimed.
- (5) Services and supplies include independent audit, translation services, office supplies, program supplies, telephone and mileage (limited to the amount allowed by IRS).
- (6) Operating expenses include facility lease/rental, equipment lease/rental, maintenance, utilities, equipment purchase and insurance.
- (7) Indirect cost includes administrative cost not directly charged to the program including Information Technology/Systems, Human Resources, executive leadership team oversight, payroll, accounting and general insurance costs. Indirect costs are based on seven percent (7%) of actual allowable costs for salaries and employee benefits. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.
- (8) In-kind match includes direct support from Chief Program Officer, Senior Director of Prevention, Associate Director, Senior Director of Place Based Strategies and Business Innovation, Senior Director of Finance, and Director of Research and Evaluation and mileage expenses.

12.2 The annual budget for the period of July 1, 2024, to June 30, 2025, for services

provided pursuant to Attachment A of this Contract is set forth as follows:

<u>SALARIES</u>	FTE ⁽¹⁾	Max. Hourly Rate ⁽²⁾	Position Type ⁽³⁾	Annual Budget
Program Supervisor	1.00	\$33.15	D	
Counselor	1.00	\$22.95	D	
Counselor (Bi-lingual Spanish)	6.00	\$22.95	D	
Paraprofessional	0.50	\$29.43	D	
STAFFING SUBTOTAL SALARIES				\$433,753
STAFFING BENEFITS (27%) ⁽⁴⁾				<u>\$117,102</u>
TOTAL STAFFING SALARIES AND BENEFITS				\$550,855
TOTAL SERVICES AND SUPPLIES ⁽⁵⁾				\$66,745
TOTAL OPERATING EXPENSES ⁽⁶⁾				\$2,040
INDIRECT COSTS (7%) ⁽⁷⁾				\$30,360
Total Match for In-Kind Expenses ⁽⁸⁾				<u>\$65,022</u>
SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES AND OPERATING EXPENSES				\$715,022
LESS IN-KIND MATCH				<u>(\$65,022)</u>
TOTAL ANNUAL MAXIMUM OBLIGATION				\$650,000

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this 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.

(2) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.

(3) 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.

- (4) Employee Benefits include health insurance; dental insurance; life insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, Workers' Compensation Tax, based on currently prevailing rates; 401k retirement plans and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed twenty-seven percent (27%) of the actual salary expense claimed.
- (5) Services and supplies include independent audit, translation services, office supplies, program supplies, telephone and mileage (limited to the amount allowed by IRS).
- (6) Operating expenses include facility lease/rental, equipment lease/rental, maintenance, utilities, equipment purchase and insurance.
- (7) Indirect cost includes administrative cost not directly charged to the program including Information Technology/Systems, Human Resources, executive leadership team oversight, payroll, accounting and general insurance costs. Indirect costs are based on seven percent (7%) of actual allowable costs for salaries and employee benefits. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.
- (8) In-kind match includes direct support from Chief Program Officer, Senior Director of Prevention, Associate Director, Senior Director of Place Based Strategies and Business Innovation, Senior Director of Finance, and Director of Research and Evaluation and mileage expenses.

12.3 The annual budget for the period of July 1, 2025, to June 30, 2026, for services

provided pursuant to Attachment A of this Contract is set forth as follows:

<u>SALARIES</u>	FTE ⁽¹⁾	Max. Hourly Rate ⁽²⁾	Position Type ⁽³⁾	Annual Budget
Program Supervisor	1.00	\$33.81	D	
Counselor	1.00	\$23.41	D	
Counselor (Bi-lingual Spanish)	6.00	\$23.41	D	
Paraprofessional	0.50	\$30.02	D	
STAFFING SUBTOTAL SALARIES				\$442,438
STAFFING BENEFITS (27%) ⁽⁴⁾				<u>\$119,446</u>
TOTAL STAFFING SALARIES AND BENEFITS				\$561,884
TOTAL SERVICES AND SUPPLIES ⁽⁵⁾				\$55,108
TOTAL OPERATING EXPENSES ⁽⁶⁾				\$2,040
INDIRECT COSTS (7%) ⁽⁷⁾				\$30,968
Total Match for In-Kind Expenses ⁽⁸⁾				<u>\$65,158</u>
SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES AND OPERATING EXPENSES				\$715,158
LESS IN-KIND MATCH				<u>(\$65,158)</u>
TOTAL ANNUAL MAXIMUM OBLIGATION				\$650,000

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this 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.

(2) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.

(3) 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.

- (4) Employee Benefits include health insurance; dental insurance; life insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, Workers' Compensation Tax, based on currently prevailing rates; 401k retirement plans and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed twenty-seven percent (27%) of the actual salary expense claimed.
- (5) Services and supplies include independent audit, translation services, office supplies, program supplies, telephone and mileage (limited to the amount allowed by IRS).
- (6) Operating expenses include facility lease/rental, equipment lease/rental, maintenance, utilities, equipment purchase and insurance.
- (7) Indirect cost includes administrative cost not directly charged to the program including Information Technology/Systems, Human Resources, executive leadership team oversight, payroll, accounting and general insurance costs. Indirect costs are based on seven percent (7%) of actual allowable costs for salaries and employee benefits. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.
- (8) In-kind match includes direct support from Chief Program Officer, Senior Director of Prevention, Associate Director, Senior Director of Place Based Strategies and Business Innovation, Senior Director of Finance, and Director of Research and Evaluation and mileage expenses.

12.4 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.

12.5 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 42.4 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.

12.6 In the event one of the annual budgets shown in Subparagraphs 12.1, 12.2 and 12.3 of this Attachment is modified, the modification shall remain in effect until the end of the specific fiscal period modified. For example, if the annual budget for the term of July 1, 2023, through June 30, 2024, is modified, the modification will be effective until June 30, 2024. Beginning July 1, 2024, the budget will revert to the budget included in Paragraph 12 of this Attachment until it is modified, if applicable.

13. STAFFING REQUIREMENTS

13.1 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, prepare written report, and understand English. If FAMILY contact is required to obtain the required documentation or provide services, CONTRACTOR will be required to provide translation services for languages needed so that all FAMILIES are provided services in their primary language.

13.2 CONTRACTOR shall use 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 this Attachment. CONTRACTOR shall employ staff with the background, training, and experience to provide IHC services.

13.3 Proof of education and experience may be required by ADMINISTRATOR. Any exceptions to minimum qualifications will require pre-approval in writing from ADMINISTRATOR.

13.4 Requirement for Bilingual Staff Positions

CONTRACTOR shall provide:

- 13.4.1 Staff proficient in the ability to speak and write in the specified second language (Spanish or Vietnamese).
- 13.4.2 A minimum seventy-five percent (75%) of direct service staff shall be proficient in Spanish.
- 13.4.3 Direct service staff proficient in Vietnamese, as necessary, to serve the needs of Vietnamese speaking FAMILIES.
- 13.4.4 Only qualified staff employed by CONTRACTOR meeting the following criteria will be authorized to transport SSA FAMILIES. CONTRACTOR's staff must have a valid Class "C" California driver license with no serious traffic violations and must carry proof of current automobile insurance, which can be verified by a clearance from the DMV.

13.5 CONTRACTOR shall provide the following described staff positions:

13.5.1 Program Supervisor

Duties

- 13.5.1.1 Oversee daily operations of IHC Services.
- 13.5.1.2 Reviews completed ATPs on families with Counselor and/or Paraprofessional staff.
- 13.5.1.3 Ensures case records are complete and accurate.
- 13.5.1.4 Monitors program to ensure that individual child and FAMILY needs are met, as outlined in the ATP.

13.5.1.5 Recruit, hire, train, and supervise Counselor, Paraprofessional, and Student Intern and/or Volunteer staff.

13.5.1.6 Provides a minimum of one (1) hour of individual supervision per week and two (2) hours of group supervision per month to each Counselor, Paraprofessional, intern, or volunteer staff.

13.5.1.7 Ensure program meets all contractual compliance requirements, guidelines, outcomes, goals, and objectives.

Qualifications

13.5.1.8 Master's degree in social work, psychology, sociology, or a related field.

13.5.1.9 Minimum of two (2) years of experience in administration and human services or related field.

13.5.1.10 Minimum of one (1) year of supervisory experience.

13.5.2 Counselor

Duties

13.5.2.1 Completes the initial in-home assessment and determines if the appropriate level of services is consistent with reason(s) for referral by the SSW.

13.5.2.2 Provides direct IHC Services to FAMILIES.

13.5.2.3 Communicates at least weekly with the Paraprofessional, Intern, or Volunteer providing services to the FAMILY to answer questions and evaluate provided services.

13.5.2.4 Assess progress of the FAMILY toward reaching goals and determines if additional sessions are needed.

13.5.2.5 Maintains contact with FAMILY to provide support and follow-up.

13.5.2.6 Attend CFT meetings.

Qualifications

13.5.2.7 Bachelor's degree in psychology, sociology, social work, or a related field.

13.5.2.8 A minimum of one (1) year of experience in providing direct

services in the human services field.

13.5.3 Paraprofessional

Duties

Under the supervision of the Program Supervisor, shall:

13.5.3.1 Provide direct IHC Services to FAMILIES, as specified in the ATP, manages cases, and document services in case files in accordance with the requirements of this Attachment A.

13.5.3.2 Provide verbal and written updates and detailed information to SSWs and Program Supervisor.

13.5.3.3 Complete required paperwork and reports.

13.5.3.4 Maintain case files.

13.5.3.5 Maintain weekly contact with SSW for each case.

13.5.3.6 Attend CFT meetings.

Qualifications

13.5.4 Bachelor's degree in human services or related field.

13.5.5 Minimum of six (6) months of experience in the human services field providing direct services to children and/or families.

14. TRAINING

14.1 At minimum and at no cost to COUNTY, an initial training course on child abuse and/or the effects of trauma on children, and a training course on spousal/partner abuse/domestic violence issues must be completed within six (6) months of hiring date for the following staff: Program Supervisor, Counselor, and Paraprofessional. In addition, the identified staff must complete an annual refresher course on topics that discuss child abuse, domestic violence or trauma to children.

14.2 CONTRACTOR shall send staff to COUNTY sponsored training, as requested by SSA.

14.3 SSA reserves the right to approve training topics eligible for reimbursement under this Contract.

15. QUALITY CONTROL

15.1 CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan,

on a format approved by 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 shall include, but not be limited to, the following:

- 15.1.1 The method for ensuring the services, deliverables, and requirements defined in this Contract are being provided at or above the level of quality per this Attachment A;
- 15.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
- 15.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy; and
- 15.1.4 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.