

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UCI UNIVERSITY PHYSICIANS & SURGEONS, UCI DEPARTMENT OF PSYCHIATRY FOR THE PROVISION OF SEXUAL ABUSE COUNSELING SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a Corporation described in Article IX, Section 9 of the California Constitution, on behalf of UCI UNIVERSITY PHYSICIANS & SURGEONS, UCI DEPARTMENT OF PSYCHIATRY, hereinafter referred to as “UCI” or “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Sexual Abuse Counseling 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 Section 16501; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 40 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 one-year term upon mutual agreement of both parties. Neither Party has 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 the Attachment A to the Contract between County of Orange and The Regents of the University of California, for the Provision of Sexual Abuse Counseling 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 attests that it and its personnel, described in Paragraph 26 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 attest 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 seventy-two (72) hours 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.

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 California Department of

Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 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: UC Irvine Health Services Contracting Dept.
Attn: Denise Burton - Executive Director
burtonmd@hs.uci.edu
cc: Lilia Carey – UCI FOCUS Director
lcarey@hs.uci.edu
cc: Sandra “Iliana” De Moor – Contracts Manager
sdemoor@hs.uci.edu

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, which approval shall not be unreasonably withheld, 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, but only in proportion to and to the extent such claims, demands, including defense costs, or liability caused by or resulting from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, or agents. 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.

12.2 COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, and agents ("CONTRACTOR 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 COUNTY pursuant to this Agreement, but only in proportion to and to the extent that such claims, demands, or liabilities result from the negligent acts or omissions of COUNTY, its officers, employees, or agents. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR or CONTRACTOR INDEMNITEES, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

12.3 Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release any party from its obligation to indemnify as to claims or cause of action asserted that arise from this Contract.

13. INSURANCE

13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance or maintain a program of self-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 and 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 or a program of self-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 or program of self-insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 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 If CONTRACTOR is not self-insured for liability, Commercial General Liability coverage shall be written occurrence basis utilizing on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

13.7 Required Statement on the Certificate of Self-Insurance for Commercial General Liability:

13.7.1 Naming the County of Orange, its elected and appointed officials, officers, employees, and agents as an Indemnified Party.

13.7.2 CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.7.3 The Network Security and Privacy Liability program of self-insurance shall contain the following statements on the Certificate of Self-Insurance:

13.7.3.1 Naming the County of Orange, its elected and appointed officials, officers, employees, and agents as an Indemnified Party for vicarious liability.

13.7.3.2 The CONTRACTOR's program of self-insurance is primary and

any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

- 13.7.4 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.
- 13.8 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 13.9 CONTRACTOR shall provide thirty (30) calendar days prior written notice to the County of any policy cancellation or non-renewal and ten (10) calendar 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 policy are "Claims-Made" policies, 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

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

19. BREACH SANCTIONS

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

19.1.1 Afford the breaching party a time period within which to cure the breach, which period shall be established by the non-breaching party; and/or

19.1.2 If CONTRACTOR is in breach, 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 If CONTRACTOR is in breach, offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

19.2 Each party will provide the other party 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 be \$1,490,215, or actual allowable costs, whichever is less.

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 Claims

20.3.1 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 20.3.4. 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.

- 20.3.2 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 25 of this Contract.
- 20.3.3 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.
- 20.3.4 Year-End and Final Claims.
- 20.3.4.1 CONTRACTOR shall submit a final claim by no later than August 30, 2024. Claims received after August 30th may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be received, upon at least a 30-day written notice to CONTRACTOR.
- 20.3.4.2 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. 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.

24. INDEPENDENT AUDIT

24.1 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.

24.2 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.

25. RECORDS, INSPECTIONS, AND AUDITS

25.1 Financial Records

25.1.1 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.

25.1.2 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.

25.2 Client Records

25.2.1 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.

25.2.2 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 40.2 of this contract.

25.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event COUNTY reasonably determines that client records are incomplete or inaccurate after payment has been made, COUNTY shall give written notice to CONTRACTOR specifying the deficiencies, and CONTRACTOR shall have a period of thirty (30) days thereafter to cure such deficiencies. If CONTRACTOR fails to cure such deficiencies within the foregoing 30-day period, then COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

25.3 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. Neither COUNTY nor CONTRACTOR shall be liable for such disclosure.

25.4 Inspections and Audits

25.4.1 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.

25.4.2 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.

25.4.3 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.

25.4.4 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.

25.5 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.

26. PERSONNEL DISCLOSURE

26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services

through this Contract, paid and unpaid, including those identified in Paragraph 15 of Attachment A (hereinafter referred to as “Personnel”).

- 26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:
- 26.2.1 Names of all Personnel by title, whose direct services are required to provide the programs described herein;
 - 26.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;
 - 26.2.3 The professional degree, if applicable, and experience required for each position; and
 - 26.2.4 The language skill, if applicable, for all Personnel.
- 26.3 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.
- 26.4 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).
- 26.5 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.

- 26.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 26.7 In the event a record is revealed through the processes described in above Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 26.8 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.
- 26.9 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.
- 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in

CONTRACTOR's Personnel.

26.11 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.

26.12 CONTRACTOR shall notify COUNTY within forty-eight (48) hours when Personnel is terminated for cause from working on this Contract.

26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

27. 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.

28. 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.

29. CONFIDENTIALITY

29.1 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.

- 29.2 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 ensure that 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.
- 29.3 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.
- 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.
- 29.5 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.
- 29.5.1 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.
- 29.5.2 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.

30. SECURITY

30.1 Security Requirements

30.1.1 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:

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

30.1.1.2 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.

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

30.1.1.4 Firewall protection.

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

30.1.1.6 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.

30.2 Security Breach Notification

30.2.1 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:

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

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

30.2.1.3 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.

30.2.2 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.

31. 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.

32. 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.

33. SERVICES DURING EMERGENCY AND/OR DISASTER

33.1 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.

33.2 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.

- 33.3 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.

34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

- 34.1 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.
- 34.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:
- 34.2.1 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;
- 34.2.2 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;

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

34.2.3.1 Any commercial product or service; and

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

34.2.4 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>.

35. REPORTS

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

35.2 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.

36. 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).

37. 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:

- 37.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 37.2 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
- 37.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

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

38.1 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 38.1.1 - 38.1.1.4.

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

38.1.1.1 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.

38.1.1.2 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.

38.1.1.3 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.

38.1.1.4 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.

39. 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.

40. TERMINATION PROVISIONS

40.1 ADMINISTRATOR may terminate this Contract without cause after thirty (30) days written notice. Either party may terminate this Contract without penalty, immediately with cause. Notice shall be deemed served as outlined in Subparagraph 10.2 of this Contract. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud

on the part of either party, 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 either party of the right to terminate this Contract for cause, or exercise by the ADMINISTRATOR to terminate without cause, shall relieve the parties of all further obligations under this Contract.

- 40.2 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 mutually by COUNTY and CONTRACTOR.
- 40.3 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.
- 40.4 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.

40.5 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.

41. 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.

42. THE REGENT

COUNTY acknowledges that the Regents of the University of California ("The Regents") have entered into this Contract solely on behalf of and with respect to UC Irvine Medical Center, UCI University Physicians & Surgeons, UCI Department of Psychiatry (the "UCI Parties") and not on behalf of or with respect to any other division, business or operating unit, enterprise, facility, group, plan, or program that is or may be owned, controlled, governed, or operated by, or affiliated with, The Regents, including, without limitation, any other university, campus, health system, medical center, hospital, clinic, medical group, physician, or health or medical plan or program (collectively, the "Excluded UC Affiliates"). In light of the foregoing, COUNTY further acknowledges and agrees that, notwithstanding any other provision contained in this Agreement:

- (a) All obligations of The Regents under this Contract shall be limited to The Regents as and when acting solely on behalf of or with respect to the UCI Parties, and shall in no way obligate, be binding on or restrict the business or operating activities of any of the Excluded UC Affiliates; and

- (b) None of the Excluded UC Affiliates shall constitute or be deemed to constitute an affiliate of the Regents or of the UCI Parties for any purpose under this Contract.

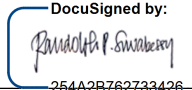
43. SIGNATURE IN COUNTERPARTS

43.1 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.

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

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

Contractor: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UCI UNIVERSITY PHYSICIANS & SURGEONS, UCI DEPARTMENT OF PSYCHIATRY


Randolph Siwabessy	Chief Financial Officer
_____	_____
Print Name	Title
	5/8/2023 5:05:14 PM PDT
_____	_____
Signature	Date

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

Deputized Designee Signature:

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

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn S. Frost	Deputy County Counsel
_____	_____
Print Name	Title
	5/8/2023 5:26:18 PM PDT
_____	_____
Signature	Date

**ATTACHMENT A
SCOPE OF WORK**

FOR THE PROVISION OF SEXUAL ABUSE COUNSELING SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to individuals (“CLIENTS”) and families (“FAMILY” or “FAMILIES”) referred by the Social Services Agency (SSA). Families include persons SSA determines to be families with children, ages birth (0) through seventeen (17) years, or Non-Minor Dependents (NMDs) who are at risk of, or have a history of, sexual abuse and/or maltreatment, including victims of Commercial Sexual Exploitation and children identified as high risk for Commercial Sexual Exploitation (CSEC).

1.2 CONTRACTOR shall render individual, family/conjoint, and/or group sexual abuse counseling services to the following:

1.2.1 The victim;

1.2.2 The sibling(s);

1.2.3 The non-offending parent;

1.2.4 The caregiver;

1.2.5 The perpetrator who lives in the same home as the victim; and

1.2.6 The perpetrator who does not live in the same home as the victim but for whom SSA services are mandated.

1.3 FAMILIES referred by SSA include:

1.3.1 FAMILIES who are under the Jurisdiction of the Juvenile Court due to allegations of sexual abuse and who may be involved in criminal proceedings.

1.3.2 FAMILIES working with Children and Family Services (CFS) on a voluntary basis.

2. DEFINITIONS

2.1 Assessment and Treatment Plan (ATP): A written statement containing problem identification and measurable goals in behavioral terms, with the specific

interventions to be used during the service period.

- 2.2 Children and Family Services (CFS): The division in SSA that provides services to protect children from abuse and neglect, and at-risk Families.

3. WORKLOAD STANDARDS

- 3.1 For purposes of this Agreement, CONTRACTOR and ADMINISTRATOR agree to the following:

3.1.1 Each person served shall be counted as one (1) CLIENT; and each hour of in-office or pre-authorized telehealth individual or family/conjoint counseling shall be counted as one (1) service hour regardless of the number of CLIENTS/FAMILIES being served.

3.1.2 Each hour of group counseling provided shall be counted as one (1) service hour regardless of how many CLIENTS/FAMILIES are being served.

3.1.3 Individual and group counseling shall be provided only to referred CLIENTS. Family/conjoint counseling must have at least one (1) referred CLIENT in each counseling session.

- 3.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify workload standards as set forth in this Paragraph and as authorized by COUNTY, without reducing the level of service to be provided by CONTRACTOR.

4. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

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

- 4.2 CONTRACTOR shall incorporate the applicable Five Protective Factors into their

counseling program for CLIENTS/FAMILIES. The Protective Factors are:

- 4.2.1 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.
 - 4.2.2 Knowledge of Parenting and Child Development: This leads to appropriate expectations and the use of more developmentally appropriate guidance techniques.
 - 4.2.3 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.
 - 4.2.4 Concrete Support in Times of Need: Immediate support and resources should be provided when a family is in crisis.
 - 4.2.5 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.
- 4.3 Pre- and Post-Tests:
- 4.3.1 CONTRACTOR shall provide a pre-test and post-test survey, provided by ADMINISTRATOR, to parents. Survey results shall demonstrate a statistically significant improvement in Parental Resilience and Concrete Support in Times of Need, as described in Subparagraphs 4.2.4 and 4.2.5 above.
 - 4.3.2 CONTRACTOR shall provide a pre and post-test survey provided by ADMINISTRATOR to children. Survey results shall demonstrate a statistically significant improvement in Social-Emotional Competence of Children, as described in Subparagraph 4.2.3 above.
 - 4.3.3 CONTRACTOR shall conduct pre-test during the intake interview and post-test during the termination session.
 - 4.3.4 CONTRACTOR shall submit pre-tests and post-tests to ADMINISTRATOR within fifteen (15) calendar days of termination of services along with the completed Termination Report.

4.4 Outcomes:

4.4.1 CONTRACTOR shall contact ninety percent (90%) of CLIENTS referred by SSA within five (5) business days of receipt of the referral that meet CONTRACTOR's safety and suitability criteria to schedule an intake appointment.

4.4.2 A minimum of eighty percent (80%) of CLIENTS completing counseling services will demonstrate improvement or achievement of their counseling goals as determined by CONTRACTOR.

5. HOURS OF OPERATION

5.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 10:00 a.m. to 8:00 p.m., and Saturday from 9:00 a.m. to 2:00 p.m. except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

5.2 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 5.1 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.

6. SERVICES TO BE PROVIDED

6.1 Counseling sessions

6.1.1 CONTRACTOR shall provide individual and/or family/conjoint counseling services for up to twenty-six (26) consecutive weekly sessions, immediately following and not including the intake assessment

- (hereinafter referred to as “intake”) or as otherwise designated by SSA.
- 6.1.2 CONTRACTOR shall provide Group counseling for a minimum of twelve (12) weeks, up to twenty (20) weeks maximum.
 - 6.1.3 CLIENTS/FAMILIES may receive more than one (1) treatment modality at any time during service delivery, as approved by SSA. CONTRACTOR shall inform the assigned social worker and CFS Resource Development and Management Unit (RDM) if, after intake or any other times during counseling, CONTRACTOR decides to provide a different treatment modality than what is specified on the referral.
 - 6.1.4 CONTRACTOR may submit an extension request to provide services beyond the twenty-six (26) session service period for up to an additional twenty-six (26) weeks of services, per Subparagraph 8.3 of this Attachment A.
 - 6.1.5 On a case-by-case basis, CONTRACTOR may provide telehealth counseling services as an alternative to face-to-face contact and only with written pre-authorization from RDM and concurrent from assigned social worker. Telehealth counseling services must be conducted subject to the State of California Board of Behavioral Sciences Standards of Practice statues and regulation for telehealth, and in compliance with the Business and Professions Code 2290.5.
- 6.2 Services shall be available in English and Spanish, and in Vietnamese as needed.
 - 6.3 Only Program Director, Licensed Clinical Social Workers (LCSW)/Marriage Family Therapists (MFT), Master/Associate Non-Licensed Clinicians, and Child Fellows can provide counseling services under this Contract (as defined in Paragraph 15 of this Attachment).
 - 6.4 CONTRACTOR shall provide on-site supervised childcare, as needed, when CLIENTS are receiving in-office services.
 - 6.5 Specialized Services
CONTRACTOR shall provide expert treatment services for the following:
 - 6.5.1 Sibling perpetrators, adolescent perpetrators, female perpetrators, male

perpetrators, female victims, male victims, non-offending parents or parties, victims of human trafficking, perpetrators of human trafficking, or groups treating various degrees of sexual abuse victimization.

6.5.2 CLIENTS and/or FAMILY members with substance abuse, domestic abuse, and/or mental health issues.

6.5.3 CONTRACTOR shall use, when clinically appropriate, Evidenced Based Practices, including but not limited to Trauma Focused Cognitive Behavioral Therapy (TF-CBT) to effectively serve CLIENTS. TF-CBT is a component-based treatment model that incorporates trauma-sensitive interventions with cognitive, behavioral, family and humanistic principles and techniques to provide a structure addressing the multi-faceted needs of sexual abuse victims and their families. This model aids families in their recovery from trauma and grief in a time-limited fashion.

6.6 Referrals

CONTRACTOR shall

6.6.1 Accept one hundred percent (100%) of referrals sent by SSA that meet CONTRACTOR's safety and suitability criteria; and

6.6.2 Complete the following steps to initiate services within five (5) business days of receipt of the referral:

6.6.2.1 Date stamp and provide initial review of all referrals sent by SSA.

6.6.2.2 Contact the assigned social worker and RDM to acknowledge receipt of the referral and to coordinate initiation of services.

6.7 Orientation

6.7.1 CONTRACTOR shall develop and implement a procedure for scheduling CLIENT orientation and/or assessment interviews when the assigned social worker calls for an appointment or upon receipt of the referral.

6.7.2 CONTRACTOR shall provide an orientation to each adult CLIENT, adult caregiver of a child CLIENT, and/or CLIENTS age twelve (12) and older. The orientation, conducted by a Master/Associate Level, Non-Licensed Clinician shall explain the rules and expectations of the program, including the relationship of the program with SSA, child abuse reporting

requirements, description of services provided, emergency procedures, confidentiality, no-show and termination policies, and scheduling of appointments. CONTRACTOR shall give each CLIENT attending orientation an information packet in the CLIENT's primary language, containing all materials covered in the orientation session. Orientation groups shall be limited to twenty (20) CLIENTS per group, unless otherwise approved by ADMINISTRATOR. Orientation sessions must be offered in English and Spanish.

6.7.3 Monolingual Vietnamese CLIENT orientation shall be conducted on an individual basis as part of the CLIENT assessment.

6.8 ATP

6.8.1 CONTRACTOR shall conduct an intake for all CLIENTS referred to clearly identify the CLIENT's and/or FAMILY's challenges related to being at risk of, or having a history of sexual abuse and/or maltreatment, relevant personal and inter-personal strengths, and a plan for the most effective and efficient course of counseling to address these issues.

6.8.2 The intake shall include a social family history, mental status exam, substance abuse evaluation, and an ATP, for all CLIENTS referred. In addition, a domestic violence evaluation is required. If domestic violence is identified, CONTRACTOR shall develop a safety plan with the CLIENT/FAMILY in accordance with domestic violence protocols.

6.8.3 A maximum of three (3) fifty (50) minute intake sessions per CLIENT/FAMILY may be used to complete the social family history, mental status exam, substance abuse evaluation, domestic violence evaluation, and ATP. These sessions shall be independent of any sessions providing counseling services and shall not be included in the count for the maximum number of counseling sessions.

6.8.4 The ATP should be consistent with the reason(s) for referral. CLIENT's and/or FAMILY's strengths, support systems, resources and needs, and motivation shall be included. The ATP shall be problem/goal focused and outcome oriented, with recommendations for brief-term individual,

family/conjoint, and/or group counseling targeting the CLIENT's and/or FAMILY's needs.

6.8.4.1 The ATP shall include any scheduled appointments the CLIENT/FAMILY fails to keep (no-shows).

6.8.4.2 The ATP is due to, and shall be provided to, RDM within thirty (30) calendar days of the first intake/assessment session.

6.8.4.3 Goals included on the ATP shall be consistent with the goals identified in the referral from the assigned social worker.

6.8.5 CONTRACTOR shall conduct additional assessments as deemed necessary by ADMMINISTRATOR.

6.9 Revised ATP

CONTRACTOR shall complete a Revised ATP upon SSA's request or when a CLIENT'S/FAMILY's treatment goals or plan needs to be modified or changed after the original ATP has been submitted. The assigned social worker must concur with revised goals or plans prior to implementing the change.

6.10 Service Requirements

6.10.1 At a minimum, CONTRACTOR shall hold a monthly staff meeting to coordinate individual and/or any other treatment services being provided. The assigned social worker shall be notified three (3) weeks in advance and shall be invited to participate in these meetings.

6.10.2 CONTRACTOR shall commence individual, family/conjoint, and/or group counseling, as deemed appropriate by the assessment, within five (5) business days following completion of the ATP.

6.10.3 CONTRACTOR shall use appropriate service delivery strategies to effectively serve parents with substance abuse, mental health, and/or domestic abuse issues.

6.10.4 CONTRACTOR shall use its best efforts to maintain the assignment of the same staff to a particular CLIENT/FAMILY in order to establish trust and preserve continuity for the CLIENT/FAMILY.

6.10.5 Services shall be outcome driven and identify indicators that accurately reflect progress toward the stated service delivery goals. The

CLIENT's/FAMILY's gains (or lack thereof) after intervention shall be measured, and changes in the CLIENT/FAMILY over the course of the service period shall be described in Monthly Progress Reports (both telephonic and paper) and the Termination Report, per Subparagraphs 7.13, 11.3 and 11.4 of this Attachment A.

6.11 Individual and Family/Conjoint Counseling

6.11.1 In individual counseling, the same therapist providing services to the adults shall not see children in the FAMILY. Once child(ren) moves into FAMILY counseling, the same therapist providing services to the FAMILY may render individual counseling sessions to assist any members of the FAMILY as deemed necessary.

6.11.2 The perpetrator shall not be seen by the same therapist providing services to the victim(s) in the FAMILY and shall not receive services on the same days as the victims, siblings, and/or the non-offending parent.

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

6.12 Group Counseling

6.12.1 Group modules shall be at a minimum of twelve (12) weeks, up to twenty (20) weeks maximum in duration, and consist of a maximum of twelve (12) clients. A CLIENT may attend more than one (1) group.

6.12.1.1 Group counseling shall be provided in English and Spanish, and Vietnamese as needed.

6.12.1.2 Group counseling shall be led by a Master/Associate Level, Non-Licensed Clinician. Groups of seven (7) CLIENTS or less require only one (1) Master/Associate Level, Non-Licensed Clinician. Groups of eight (8) to twelve (12) CLIENTS shall be co-led by two (2) Master/Associate Level, Non-Licensed Clinicians.

6.12.1.3 Group counseling shall be divided into perpetrator groups, non-offending parent groups, latency age victim groups, adolescent victim groups, parenting groups, behavioral skills groups, non-

offending men's groups, multiple family groups, sexual education groups for mothers and daughters, commercially sexually exploited groups and substance abuse groups. Any exceptions must be approved in advance by ADMINISTRATOR.

6.12.2 Family/conjoint counseling shall be utilized as a direct method to identify and modify the dysfunctional interaction problems that underlie sexual abuse. The primary goal shall be to restructure the family by altering its hierarchies, systems, and boundaries. Restructuring techniques include joining, accommodating, enactment, and retraining.

6.12.3 The same therapist providing services to the adults in family/conjoint counseling may also see children in the family.

6.13 Case Management

Case consultation with the assigned social worker or Supervisor (if assigned social worker is unavailable) shall occur monthly, by telephone conversation, to discuss progress and concerns of CLIENTS/FAMILIES, and any social worker concerns.

6.14 Community Resource Linkage

CONTRACTOR shall capitalize on opportunities to provide integrated, coordinated, and easily accessible resources by linking CLIENT/FAMILY to them, and familiarizing CLIENT/FAMILY with the closest Family Resource Center, if one is located in CLIENT's/FAMILY's area. CONTRACTOR shall also teach CLIENT/FAMILY how to independently obtain assistance and/or services through community resources, and will follow up to find out if the linkage was successful.

6.15 Medication and Psychiatric Services

CONTRACTOR shall provide psychiatric treatment, evaluation and medication management. Psychotherapy shall be provided to CLIENTS to alleviate the symptoms associated with trauma and abuse.

7. STAFF TRAINING AND SUPERVISION

7.1 CONTRACTOR shall provide in-service training for Master/Associate Level, Non-Licensed Clinicians and Trainees/Interns, to include the following:

7.1.1 Initial six (6) hours training course on child abuse and an initial six (6)

- hours training course on spousal/partner abuse/domestic violence within six (6) months of hire date.
- 7.1.2 Six (6) hours refresher training course on spousal/partner abuse/domestic violence issues within three (3) years of completing the initial training courses referenced in Subparagraph 7.1.1 of this Attachment A.
- 7.1.3 The Program Director and key direct service staff shall attend an SSA training on CFS policies and procedures as requested by ADMINISTRATOR.
- 7.1.4 The Program Director shall provide a minimum of one (1) hour of individual supervision per week and two (2) hours of group supervision per month to all direct service staff.
- 7.2 CONTRACTOR's staff shall attend SSA training, conferences, and meetings as required by SSA.
- 7.3 CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.
- 7.4 CONTRACTOR shall ensure that CONTRACTOR's staff receives cultural awareness and responsiveness training.
- 7.5 CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to SSA, upon request.
8. ADDITIONAL CONTRACTOR RESPONSIBILITIES
- CONTRACTOR agrees to:
- 8.1 Appear and testify at Juvenile Court hearings, when requested by SSA or as subpoenaed through the Court.
- 8.2 Special Incident Report Requirements
- 8.2.1 CONTRACTOR shall make telephone contact with the assigned social worker, the assigned social worker's supervisor, or the CFS Officer of the Day immediately in the event of any incident of unusual, aggressive, or high-risk behavior by a CLIENT or FAMILY, or if there are any injuries suffered by any party (CONTRACTOR's staff, or others) in the delivery of services to a CLIENT/FAMILY.

8.2.2 CONTRACTOR shall document the incident by completing the Special Incident Report form provided by SSA. CONTRACTOR shall submit the Special Incident Report to both RDM Liaison and ADMINISTRATOR within one (1) business day of the incident and shall place a copy in the FAMILY's case file.

8.3 Extension Request Requirements:

8.3.1 Request and obtain prior written approval from RDM for any extension of services (Individual, Family, or Group counseling) beyond the defined service period of twenty-six (26) sessions, and in a form approved by ADMINISTRATOR. Extensions are only permitted for open CFS cases.

8.3.2 Submit extension request to RDM at least thirty (30) calendar days in advance of the originally scheduled service termination date that includes treatment goals justifying the service extension.

8.3.3 CONTRACTOR understands that continuing services beyond the specified service period without a written approved extension request on file will result in CONTRACTOR incurring upon itself all fiscal obligations related to those services. CONTRACTOR shall be responsible for documenting and tracking all dates of services, including start and end dates.

8.4 No-Show Policy

8.4.1 CONTRACTOR shall send written notification of missed appointments (no-shows) to CLIENT, and a copy to the assigned social worker within two (2) business days, unless the CLIENT called at least twenty-four (24) hours in advance of a scheduled appointment (including Orientation, intake or counseling session) and reschedules within the same week. An appointment that is rescheduled at least twenty-four (24) hours in advance does not count as a no-show.

8.4.2 The assigned social worker shall be informed within two (2) business days, by telephone, if any of the following occur:

8.4.2.1 CLIENT/FAMILY fails to appear for the scheduled orientation, assessment, or counseling appointment. CONTRACTOR shall

provide the assigned social worker with the date of the rescheduled appointment.

8.4.2.2 CLIENT/FAMILY fails to appear for a total of three (3) appointments during the service period, including orientation, intake assessment or counseling appointment and is, therefore, terminated from further services in accordance with Subparagraph 8.5 below.

8.5 Terminate the CLIENT and/or FAMILY within ten (10) business days after the third no-show, if the assigned social worker does not return the call to request that the CLIENT/FAMILY be reinstated within the ten (10) day period. A CLIENT/FAMILY may be reinstated only once during the service period, except in situations where a CLIENT/FAMILY has a court-ordered case plan for services. In such cases, CONTRACTOR shall schedule the reinstated CLIENT/FAMILY in the next available service slot.

8.6 CONTRACTOR may, with written authorization from ADMINISTRATOR, modify the no-show policy to allow the CLIENT/FAMILY to start the no-show count after the orientation session(s) are completed. A CLIENT/FAMILY thereafter with three (3) no-shows shall be terminated. Closed cases are not eligible for reinstatement.

9. FACILITIES

9.1 Administrative services under this Contract shall be provided at:

3650 Orange Center Drive
Orange, CA 92868

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

10. FAMILY CASE RECORDS

CONTRACTOR shall maintain case records on each CLIENT/FAMILY which shall include, but not be limited to:

- 10.1 CLIENT's/FAMILY's name, address, phone number, employment information;
- 10.2 Names, birth dates and sex of all FAMILY members;
- 10.3 Other persons in the home and their relationship to the CLIENT/FAMILY;
- 10.4 Referral Form and any referral documentation provided by;
- 10.5 Assessment and Treatment Plan;
- 10.6 Pre- and Post-Test;
- 10.7 Monthly Progress Report;
- 10.8 Revised Assessment and Treatment Plan, if applicable;
- 10.9 Termination Report;
- 10.10 Social and Family histories;
- 10.11 Case notes;
- 10.12 Copy(ies) of no show letter(s);
- 10.13 Supervisory review notes;
- 10.14 Case staffing;
- 10.15 Referrals to community resources and follow up documentation;
- 10.16 Fee assessment/financial information forms; and
- 10.17 Authorization to release information between ADMINISTRATOR and CONTRACTOR.

11. REPORTS

CONTRACTOR shall prepare and submit to ADMINISTRATOR written reports including, but not limited to:

- 11.1 Assessment and Treatment Plan, as described in Subparagraph 6.8 of this Attachment A, to RDM within thirty (30) days of first intake session.
- 11.2 Revised Assessment and Treatment Plan, as described in Subparagraph 6.9 of this Attachment A, to RDM, within two (2) business days of completion.
- 11.3 Monthly Progress Report by the 10th day of each month for each CLIENT served

during the preceding month. Monthly Progress Reports are not required in months an ATP, Revised ATP or Termination Report are completed. The Monthly Progress Report shall be submitted directly to the assigned social worker and shall include, but not be limited to:

- 11.3.1 All contacts made with CLIENT/FAMILY, assigned social worker, and collateral sources during the month;
 - 11.3.2 All appointments CLIENT/FAMILY failed to attend during the month;
 - 11.3.3 CLIENT's/FAMILY's progress during the month in meeting goals and objectives outlined in the ATP; and
 - 11.3.4 All community resources/referrals given by CONTRACTOR to CLIENT/FAMILY during the month.
- 11.4 Termination Report shall be submitted within fifteen (15) calendar days of termination of services, in a format approved by ADMINISTRATOR, a Termination Report for each CLIENT/FAMILY terminating service during the preceding month. This report shall be submitted to the RDM for processing and shall include, but not be limited to:
- 11.4.1 All information required on the Monthly Progress Report identified in Subparagraph 11.3 of this Attachment A;
 - 11.4.2 All community resources/referrals given by CONTRACTOR to CLIENT/FAMILY for follow-up services;
 - 11.4.3 Identified issues for the assigned social worker regarding the CLIENT'S/FAMILY'S needs; and
 - 11.4.4 The reason services were terminated.
- 11.5 Reports on Closed CFS Cases
- ATPs, Progress Reports, and Termination Reports prepared for closed CFS cases shall indicate "Closed CFS Case" in the field for social worker's name and shall be sent to RDM.
- 11.6 Workload Standards Report shall be submitted to ADMINISTRATOR by the 10th day of each month for services provided in the preceding month. The report shall

include, but not be limited to, the following:

- 11.6.1 Name and number of new CLIENTS/FAMILIES referred per treatment modality (individual, family/conjoint, and/or group counseling);
 - 11.6.2 Number of hours of direct services provided per treatment modality;
 - 11.6.3 Number of hours provided for orientations and intakes;
 - 11.6.4 Number of English, Spanish, and Vietnamese speaking CLIENTS/FAMILIES served;
 - 11.6.5 Number of collateral service hours provided;
 - 11.6.6 Number of hours staff spent on preparation and participation in Family Team Meetings;
 - 11.6.7 Number of Family Team Meetings attended;
 - 11.6.8 Number of hours spent testifying at Orange County Juvenile Court;
 - 11.6.9 Number of active cases at the end of the month;
 - 11.6.10 Number of cases closed during the month; and
 - 11.6.11 Number of English, Spanish, and Vietnamese speaking CLIENTS/FAMILIES on waiting list and date of next anticipated opening.
- 11.7 If requested by CLIENT/FAMILY, on a separate form approved by ADMINISTRATOR, provide CLIENT/FAMILY with the number of direct service hours received monthly.
- 11.8 Any additional information regarding the program's progress shall be prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR may add, delete, waive or otherwise modify individual reporting requirements as stated in this Paragraph.
12. UTILIZATION REVIEW
- 12.1 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. CLIENT/FAMILY cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and

closed cases.

12.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 9 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.

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

13. MEETINGS

13.1 CONTRACTOR shall attend Contractors' Forums and/or other meetings as requested by ADMINISTRATOR.

13.2 Child and Family Team Meetings

A family-centered, strength-based, collaborative process to develop a plan of care in the best interest and protection for the CLIENT and familial support. CONTRACTOR shall participate in Child Family Team meetings at the request of the CLIENT/FAMILY or ADMINISTRATOR.

14. BUDGET

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

BUDGET FOR PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024

<u>STAFFING AND BENEFITS</u>	<u>Position Type</u> ⁽¹⁾	<u>Maximum Hourly Rate</u> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
Child Fellow (Gift-In-Kind)	D	\$ 38.47	0.40	
Medical Director	A	\$ 126.02	0.10	
Program Director	D	\$ 49.25	1.00	
Master/Associate (Bilingual)	D	\$ 50.69	1.00	
Master/Associate (Bilingual)	D	\$ 39.97	1.00	
Master/Associate	D	\$ 39.97	2.00	
LCSW/MFT	D	\$ 44.13	1.00	
LCSW/MFT	D	\$ 44.13	1.00	
LCSW/MFT	D	\$ 52.32	1.00	
Administrative Assistant	A	\$ 29.94	1.00	
GIFT-IN-KIND-STAFFING (Child Fellow)				\$ 32,010
NON-GIFT-IN-KIND-STAFFING				<u>\$ 744,836</u>
TOTAL STAFFING				\$ 776,846
GIFT-IN-KIND-BENEFITS (Child Fellow)				\$ 1,024
NON-GIFT-IN-KIND-BENEFITS ⁽⁴⁾ (54.16%)				<u>\$ 403,403</u>
TOTAL STAFFING AND BENEFITS				\$ 1,181,273
 <u>SERVICES AND PROGRAM EXPENSES⁽⁵⁾</u>				
TOTAL SERVICES AND PROGRAM EXPENSES				\$ 147,600
TOTAL STAFFING AND BENEFITS, SERVICES AND PROGRAM EXPENSES				\$ 1,328,873
TOTAL GIFT-IN-KIND SALARY AND BENEFITS				<u>\$ (33,034)</u>
GRAND TOTAL				\$1,295,839
OVERHEAD COST ⁽⁶⁾ (15%)				\$ 194,376
MAXIMUM OBLIGATION				\$ 1,490,215

- ⁽¹⁾ Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff

that support service delivery and whose activities and functions can be directly allocated to the program.

- (2) 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.
 - (3) 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.
 - (4) Employee Benefits are under negotiated Composite Benefit Rates that include contributions to 401k or retirement plans; health insurance; dental insurance; vision insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; senior management supplement; incentive award program assessments and offset; postdoctoral scholar benefits plans; and faculty summer salary retirement. The overall benefit rate shall not exceed 54.16% of the actual salary expense claimed.
 - (5) Services and Program Expenses shall include costs related to child care, training, off site secure file storage, shredding services, and rent. Rent line item will not be allowed to be increased via a budget modification unless COUNTY deems necessary.
 - (6) Overhead costs shall include administrative costs on clinical activities not directly charged to the program. Overhead costs are based on 15% of salaries, benefits, services and program expenses.
- 14.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-

by-case basis, at the sole discretion of ADMINISTRATOR.

- 14.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 40.4 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.
- 14.4 In the event one of the annual budgets shown in Subparagraph 14.1 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, 2022.
15. STAFFING REQUIREMENTS
- 15.1 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, and understand English. If CLIENT/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 CLIENTS/FAMILIES are provided services in their primary language.
- 15.2 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 client population identified in the Attachment. CONTRACTOR shall employ staff with the background, training,

and experience to provide sexual abuse counseling services.

15.3 CONTRACTOR shall provide the following described staff positions:

15.3.1 Trainee/Intern

Duties

15.3.1.1 Provide orientations; intakes; and group general psychoeducation addressing parenting, education, dynamics of sexual abuse, dynamics and laws of child abuse for adults or children.

Qualifications

15.3.1.2 Enrollment in a Master's degree program in social work (MSW), MFT, or counseling/psychology (Licensed Professional Clinical Counselor/MA in Counseling) from an accredited school, and current enrollment in a school practicum course. Program will provide training in the area of child sexual abuse.

15.3.2 Administrative Assistant

Duties

15.3.2.1 Responsible for telephone calls and reception duties, setting up client charts, chart review, billing, forms coordination, typing, and report processing.

Qualifications

15.3.2.2 Minimum of High School diploma or General Educational Development (GED), and six (6) months' experience working in an office environment; and

15.3.2.3 Be detail-oriented; ability to work independently with several supervisors; ability to communicate effectively with people in distress, both in person and on the telephone; and ability to maintain strict confidentiality.

15.3.3 Administrator

Duties:

15.3.3.1 Provide overall administrative supervision to the staff, serve as a liaison to COUNTY and responsible for contract compliance.

Qualifications:

15.3.3.2 Bachelor's degree with experience in governmental contract administration and proposal authorship; and strong organizational skills.

15.3.4 Child Fellow

Duties:

15.3.4.1 Provide psychiatric evaluation of children and adults. Conduct individual, family/conjoint, and group counseling.

Qualifications:

15.3.4.2 Licensed medical doctor, with at least two (2) years post-doctoral residency training in psychiatry.

15.3.5 LCSW/MFT

Duties:

15.3.5.1 Provide psychosocial assessments, individual, family/conjoint, and group counseling addressing the needs of CLIENTS and FAMILIES dealing with the problems of sexual abuse of children.

Qualifications:

15.3.5.2 Master's degree in social work or counseling/psychology from an accredited school and licensed as a LCSW/MFT, prior experience with the outpatient treatment of children and families, preferably in the area of child sexual abuse.

15.3.6 Medical Director

Duties:

15.3.6.1 Provide overall clinical supervision and direction for the program. Provide psychiatric evaluation of children and adults as the Medical Director supervises medical care provided by Child Fellow when needed. Maintain case records and forms as required by program policies and procedures. Participate in supervisory and case conferences and interdisciplinary team. Collaborate with COUNTY and other community agencies as necessary.

Qualifications:

15.3.6.2 Board Certified Psychiatrist and Medical Doctor; Licensed Physician. Possession of skills and knowledge in the areas of Psycho-Pharmacology and Out-Patient Psychiatric treatment. Two (2) years of experience working with child sexual abuse and or trauma CLIENTS/FAMILIES is preferred.

15.3.7 Program Director

Duties:

15.3.7.1 Clinical supervision of staff. Serve as a liaison between COUNTY and University of California, Irvine, Department of Psychiatry. Responsible for contract compliance related to clinical services. Provide individual, family/conjoint, and group counseling. Provide a minimum of one (1) hour of individual supervision per week to staff and two (2) hours of group supervision per month.

Qualifications:

15.3.7.2 Master's degree in social work and licensed as a LCSW or Master's degree in counseling/psychology and licensed as a MFT. Teaching and clinical skills with a minimum of two (2) years of experience in the area of mental health services to families and children in the area of sexual abuse.

15.3.8 Master/Associate

Duties:

15.3.8.1 Provide psychosocial assessments, individual, family/conjoint, and group counseling addressing the needs of CLIENTS and FAMILIES dealing with the problems of sexual abuse of children.

Qualifications:

15.3.8.2 Master's degree in social work, psychology, sociology, or a related field, and experience with the outpatient treatment of children and families in the area of child sexual abuse. Must

complete twenty (20) hours of ongoing training per year in child abuse issues.

15.4 Requirements for Bilingual Staff Positions

CONTRACTOR shall ensure a minimum of fifty percent (50%) of counseling staff is proficient in Spanish.

15.4.1 All counseling staff are required to have the ability to speak, read, and write in English, as well as in the specified language, (i.e., Spanish or Vietnamese) in which services are to be delivered. Additionally, all direct services staff shall have the ability to complete and prepare clear and concise reports in English.