

AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

\_\_\_\_\_  
FOR THE PROVISION OF  
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

~~This AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, which date is particularized for purpose of reference only.~~ This AGREEMENT is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and \_\_\_\_\_.

licensed pursuant to California Code of Regulations section 87000 as a "Short-Term Residential Therapeutic Program<sup>22</sup>," hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

\_\_\_\_\_  
WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of residential care and treatment services; and

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

\_\_\_\_\_  
WHEREAS, such contracts are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 11200 et seq., and 16501, and California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Section 11-405;

~~NOW, THEREFORE, IT IS MUTUALLY~~ ACCORDINGLY, THE PARTIES  
AGREED AS FOLLOWS:

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1. TERM

~~CJC0617~~CJC0821-00  
201843

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February 9, 2021

~~October 2,~~

1.1 The term of this Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_, and terminate on June 30, ~~2021~~2024, unless earlier terminated pursuant to the provisions of Paragraph ~~40~~41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

~~2.0 If applicable, Agreement CJC1418 is hereby terminated: however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond termination, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.~~

### 3.2. ALTERATION OF TERMS

~~3.1~~3.2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

~~3.2~~3.2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

### 4.3. STATUS OF CONTRACTOR

~~4.1~~4.3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

~~4.2~~4.3.2 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.

#### 5.4. DEFINITIONS

~~5.14.1~~ Agency Placement Agreement: The agreement between ~~the~~ CONTRACTOR, the Foster Youth/Non-Minor Dependent (NMD), and Foster Youth's/NMD's ~~authorized representative~~ Authorized Representative as required by Title 22, California Code of Regulations, Section 80068.

~~5.2~~ Assembly Bill 12 (AB 12): ~~California legislation known as "Fostering Connections to Success Act," signed into law on September 30, 2010 and effective January 1, 2012, phased in through January 2014, extending foster care services beyond age eighteen (18) years.~~

~~5.3~~ 4.2 Authorized Representative: A Foster Youth's/NMD's assigned case Senior Social Worker, a Probation Ward's assigned Probation Officer, and/or other parties designated by Juvenile Court to represent a Foster Youth's/NMD's interest on their behalf.

4.3 Case Plan: A written document which identifies a case plan goal, objectives to be achieved, services to be provided, and case management activities to be performed, and, at a minimum, specifies the type of home in which a Foster Youth/NMD shall be placed.

4.4 Child and Family Team (CFT): A group of individuals who are convened and engaged by the Placing Agency to identify the strengths and needs of the child and his or her family and to help achieve positive outcomes for safety, permanency, and well-being. CFT meetings may be facilitated by CONTRACTOR and on-site at CONTRACTOR's facility.

4.5 Children and Family Services (CFS): A division of the Orange County Social Services Agency (SSA).

~~5.4~~ 4.6 Community Care Licensing Division (CCLD): The division of the California Department of Social Services (CDSS) that is responsible for the licensing and monitoring of Short-Term Residential Therapeutic Programs for compliance with Community Care Licensing (CCL) regulations within the State of California. Commonly referred to as CCL.

~~5.51.1 Case Plan: A written document which identifies a case plan goal, objectives to be achieved, services to be provided, and case management activities to be performed, and, at a minimum, specifies the type of home in which a Foster Youth/NMD shall be placed.~~

~~5.6 Child and Family Team (CFT): A group of individuals who are convened and engaged by the placing agency to identify the strengths and needs of the child and his or her family and to help achieve positive outcomes for safety, permanency, and well-being.~~

~~5.7 Children and Family Services (CFS): A division of the Orange County Social Services Agency (SSA).~~

~~5.84.7 Culturally Responsive:~~ The general knowledge of cultural values and mores of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the worth of individuals from different ethnic groups; and the ability to interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families, and communities as well as protecting the dignity of each person.

~~5.94.8 Dual Status:~~ A ~~child~~Foster Youth/NMD designated by the Orange County Superior Court, Juvenile Court as ~~a child~~one who falls under Court jurisdiction under both Welfare and Institutions Code (WIC) Section 300 and Sections 601, 602, or is receiving services under Probation supervision and therefore may be supervised by and receive services from both SSA and the Probation Department, based on Orange County Juvenile Court Protocol for WIC Section 241.1 Proceedings.

~~5.104.9 Emergency Placement:~~ A Foster Youth/NMD placed into ~~an~~ a Short Term Residential Therapeutic Program (STRTP) on an emergency basis prior to a determination by the Interagency Placement Committee ~~(IPC)~~ that the Foster Youth/NMD qualifies for STRTP level of services.

~~5.114.10 Foster Youth:~~ An individual between the ages of birth (0) to eighteen (18) years, referred for foster care services.

~~5.124.11 Health and Education Passport (HEP):~~ The document that provides historical and current medical, dental, mental health, and educational information,



as it pertains to a Foster Youth or NMD.

~~5.13~~4.12 HEP Encounter Form: The form to record the Foster Youth's/NMD's medical/dental exam information for the Health Passport Update report.

~~5.14~~4.13 Important Persons: Individuals identified by the Foster Youth/NMD placed in STRTPs, age ten (10) years or older, as defined in WIC Section 366.3(e)(2), that are important to the Foster Youth/NMD consistent with his/her best interest.

~~5.15~~4.14 Individual Education Plan (IEP): An assessment procedure requested by parents, guardians, school staff, and/or other involved parties, to determine a youth's educational needs.

~~5.16~~4.15 Interagency Placement Committee (IPC): A multidisciplinary team composed of the County ~~placing agency~~ Placing Agency (Probation or CFS), Health Care Agency, and other agencies. The IPC certifies that the Foster Youth/NMD has been assessed as meeting medical necessity criteria for Medi-Cal Specialty Mental Health Services, or has been assessed as seriously emotionally disturbed, or has been identified as having behavioral or treatment needs that can only be met by the level of care provided in ~~an~~ STRTP.

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~~5.18~~4.16 Lead Agency: The agency, SSA or Probation, identified by a judicial officer to be best suited to assume responsibilities for placement of the Foster Youth/NMD, case management, and Court-related matters in cases where Dual Status jurisdiction is invoked as the disposition.

4.17 Lower Level of Care: Includes, but is not limited to, any of the following: reunification with biological parent(s); placement with relatives, or NREFMs; placement in a resource family home; transitional housing program; or emancipation.

4.18 Medi-Cal: California's Medicaid public health insurance program which provides medical services, mental health and substance use disorder services, including behavioral health treatment, for children and adults with limited income.

4.19 Medical Conditions: Those medical conditions that are not considered acute or chronic health problems for Foster Youth/NMDs that do not meet criteria requiring therapeutic intervention and skilled nursing care during all or part of the day, and

do not meet criteria to be considered "medically fragile" or have "special health care needs" as defined in Health and Safety Code Section 1760.2(b), and WIC Section 17739.

4.20 Medical Necessity: A physical or mental state as determined by COUNTY, that limits a Non Minor Dependents ability to participate in any one of the following activities: completing high school or an equivalency program; enrollment in post-secondary education or vocational school; participation in a program or activity that promotes or removes barriers to employment; and/or employment of at least eighty (80) hours per month. A Non Minor Dependent that meets "medical necessity" may remain in the STRTP until he or she turns age twenty-one (21) years old.

5.19 4.21 National Accreditation: An accreditation pursuant to Title 22, Division 6, Interim Licensing Standards, Section 87089. STRTP must obtain accreditation for their STRTP program from an entity identified by CDSS.

5.20 4.22 Needs and Services Plan (NSP): The written plan required by Title 22 of the California Code of Regulations, Sections 87068.2 and 87068.22.

5.21 4.23 Non-Minor Dependent (NMD): A Foster Youth who is at least eighteen (18) years of age and not more than twenty-one (21) years of age or a non-minor former dependent or ward, as defined in Welfare and Institutions Code section 11400(v). The NMD must meet at least one of the participation requirements in WIC section 11403 (b) and must participate in a Transitional Independent Living Plan (~~TILP~~) under the supervision of ~~ADMINISTRATOR~~ COUNTY.

5.22 4.24 Notice of Hearing: Notification by certified mail of a Foster Youth's/NMD's dependency status review hearing. Included with the Notice of Hearing is the Summary of Recommendation for Disposition form which is required to be provided by the Lead Agency to the party having physical custody of the Foster Youth/NMD, if the Foster Youth/NMD is not residing with his/her parents.

5.23 4.25 Placing Agency: The agency, SSA or Probation, responsible for placement of the Foster Youth/NMD, case management, and Court-related matters.

5.24 4.26 Program Statement: The document prepared by a ~~Short Term Residential Therapeutic Programs (STRTP)~~, as required by State regulation and filed with

CCLD, which provides details of the day-to-day operation of the STRTP, including, but not limited to, staffing, training, therapy, intake criteria, and record-keeping.

~~5.25~~4.27 Probation Department: The Orange County Probation Department.

~~5.26~~4.28 Probation Officer: The Foster Youth's/NMD's assigned Probation Department Case Manager.

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~~5.28~~4.29 Program Manager: SSA management staff responsible for the oversight of STRTP placements.

~~5.29~~4.30 Social Worker: SSA employee assigned as the case-carrying social worker responsible for a Foster Youth's/NMD's placement and care.

4.31 Short-Term Residential Therapeutic Program (STRTP): A residential facility operated by a public agency or private organization and licensed by the CCLD, pursuant to WIC Section 1562.01 and Chapter 7.5 of the Interim Licensing Standards (ILS) that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, twenty-four (24) hours, seven (7) days week short-term residential care and supervision to Foster Youth/NMD with the aim of moving the Foster Youth/NMD to a Lower Level of Care within six (6) months.

~~5.30~~4.32 Special Education Local Planning Area (SELPA): A service area covered by a special education local plan and the governance structure created under any of the planning options of California Education Code Sections 56205, 56206, 56208, 56213, 56241, and 56243-56245. SELPAs facilitate educational programs and services for special needs students and training for parents and educators.

~~5.31 Short-Term Residential Therapeutic Program (STRTP): A residential facility operated by a public agency or private organization and licensed by the California Department of Social Services pursuant to WIC Section 1562.01 and Chapter 7.5 of the Interim Licensing Standards (ILS) that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short term 24 hour care and supervision to Foster Youth/NMD with the aim of moving the Foster Youth/NMD to a less restrictive environment within six (6) months.~~

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5.324.33 Strengthening Families Protective Factors: “Strengthening Families” is a research-informed approach developed by the Center for the Study of Social Policy (CSSP) to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs and communities in building five (5) protective factors: parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and social and emotional competence of children. This approach helps child welfare systems, early education, prevention organizations, and other programs work with parents to build five (5) protective factors that, when present, increase the overall well-being of children and families.

5.334.34 Title 22: Title 22, Division 6 of the California Code of Regulations (CCR) relating to the licensing of community care facilities and ~~Short Term Residential Therapeutic Programs~~ STRTPs.

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5.354.35 Transitional Independent Living Plan (TILP): A plan established by the Social Worker/Probation Officer in collaboration with the Foster Youth/NMD to develop and document meaningful and attainable goals that will support the Foster Youth’s/NMD’s transition to adulthood and meet at least one participation requirement for the NMD to remain eligible for Extended Foster Care.

5.364.36 Transitional Planning Services Program (TPSP): A program within the CFS Division of SSA which provides independent living skills training resources, supportive services, vocational assessment referrals, and financial resources assistance for employment and education to Orange County’s dependent and emancipated Foster Youth, ages sixteen (16) through twenty (20).

5.374.37 Treatment Team: Collaborative team consisting of ADMINISTRATOR, CONTRACTOR, SSA/Probation staff, and other parties as deemed appropriate, who confer for sharing client information and/or for decision making purposes. Other decision making meetings, including CFT, may also be utilized for the same purpose as a Treatment Team meeting and include other relevant parties.

5.384.38 Visitors: Volunteers, repairmen, family members, friends, consulting staff, outside agency staff, or any other person who is not a resident or staff member of

the STRTP.

6.5. DESCRIPTION OF SERVICES

6.15.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in ~~this Exhibit A to the Agreement and Exhibit A, for the Provision of STRTP services,~~ attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

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

7.6. LICENSES AND STANDARDS

7.16.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 27 of this Agreement, 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 Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

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

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

~~6.2.1 For federally funded Agreements 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.~~

~~7.2.16.3~~ CONTRACTOR shall be licensed as an STRTP and CONTRACTOR shall operate in compliance with CDSS STRTP licensing standards.

~~7.2.26.4~~ CONTRACTOR shall notify ~~ADMINISTRATOR~~ADMINISTRATOR sixty (60) days prior to any request CONTRACTOR makes to CDSS to change their license, including, but not limited to, changes in site location, population served, and capacity.

~~7.2.36.5~~ CONTRACTOR shall notify ~~ADMINISTRATOR~~ADMINISTRATOR within seventy-two (72) hours if CDSS or SSA substantiates findings on investigation involving CONTRACTOR or CONTRACTOR's staff, and/or if action is being taken against the CONTRACTOR's license by CDSS.

~~7.3.01.1.1 For federally funded Agreements 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.~~

~~7.4.6.6~~ CONTRACTOR shall cooperate with the California Department of Social Services (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all reporting and evaluation requirements established by CDSS.

## ~~8.7. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP~~SUBCONTRACTS

### ~~8.1~~7.1 Delegation and Assignment

~~7.1.1~~ In the performance of this Agreement, 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 Agreement requiring COUNTY approval.

7.1.2 COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Agreement.

7.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, 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 Agreement and complete them to the satisfaction of COUNTY.

~~9.0~~ SUBCONTRACTS ~~Subcontracts~~

8.

8.1 CONTRACTOR shall not subcontract for services under this Agreement 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.

~~10.9.~~ FORM OF BUSINESS ORGANIZATION/NAME CHANGE

~~10.1~~ 9.1 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:

~~10.1.1~~ 9.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

~~10.1.2~~ 9.1.2 A detailed statement indicating the relationship of CONTRACTOR,



by way of ownership or otherwise, to any parent organization or individual.

~~10.1.39.1.3~~ 9.1.3 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 Agreement.

#### ~~10.29.2~~ 9.2 Change in Form of Business Organization

If, during the term of this Agreement, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's relationship to~~ when changes occur between CONTRACTOR and other businesses ~~dealing with CONTRACTOR under~~ that could impact services provided through this Agreement ~~changes~~, 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 Agreement.

#### 9.3 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 Agreement. 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.

### ~~11.10.~~ 10. NON-DISCRIMINATION

~~11.1~~ 10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

~~11.2~~ 10.2 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 910 et seq.

~~11.3~~10.3 Non-Discrimination in Employment

~~11.3.1~~10.3.1 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).

~~11.3.2~~10.3.2 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.

~~11.3.3~~10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of ~~Social Services~~Fair Employment

~~Public Inquiry and Response Bureau~~

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

~~Sacramento~~2218 Kausen Drive, Suite 100

~~Elk Grove, CA 95814~~95758

Telephone: ~~—~~ (800) ~~952-5253~~884-1684

~~—~~ (800) ~~952-8349 (For the hard of hearing)~~700-2320 (TTY)

~~11.4~~10.4 Non-Discrimination in Service Delivery

~~11.4.1~~10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the

Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph ~~9.4~~10.4 et seq.

~~11.4.2~~10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

~~11.4.2.1~~10.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

~~11.4.2.2~~10.4.2.2 Discrimination Complaint Form

~~11.4.2.3~~10.4.2.3 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. ~~158-16-70~~  
 \_\_\_ Sacramento, CA 94244-2430  
 \_\_\_ Telephone: (916) 654-2107  
 \_\_\_ Toll Free: (866) 741-6241  
 \_\_\_ Federal Civil Rights Contact:  
 \_\_\_ Office of Civil Rights  
 \_\_\_ U.S. Department of Health and Human Services  
 \_\_\_ Office of Civil Rights  
 \_\_\_ 50 U.N. Plaza, Room 322  
 \_\_\_ 90 7<sup>th</sup> Street, Suite 4-100  
 \_\_\_ San Francisco, CA ~~94102~~94103  
 \_\_\_ Customer Response Center: (800) 368-1019

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

- 10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)
- 10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)
- 10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (SSA Contractor and Vendor Compliance page)

~~12.11.~~ NOTICES

~~12.1~~11.1 \_\_\_ All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: \_\_\_ County of Orange Social Services Agency  
~~CJC0617~~CJC0821-00 Page 19 of ~~41~~ October 2,  
~~2018~~43 February 9, 2021

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contracts ~~and Procurement~~ Services  
500 N. State College Blvd, Suite 100  
Orange, CA 92868  
AND

\_\_\_\_\_  
\_\_\_\_\_  
Unit  
\_\_\_\_\_  
\_\_\_\_\_

Orange County Probation Department  
Placement Monitoring ~~and~~ Investigations  
P.O Box 10260  
Santa Ana, CA 92711-0260

\_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11.2 All notices shall be deemed effective when in writing and ~~deposited~~ when:

11.2.1 Deposited in the United States mail, first class; postage prepaid and addressed as ~~above. Any communications, including notices, requests, claims, correspondence, reports, and~~ shown in the Subparagraph 11.1;

11.2.2 Sent by Email;

11.2.3 Faxed and transmission confirmed; or ~~statements authorized~~

11.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or ~~required by this Agreement addressed in~~ any other ~~fashion shall be deemed not given.~~ expedited delivery service.

~~12.2~~ 11.3 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.

~~13.~~ 12. NOTICE OF DELAYS

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

#### 14.13. INDEMNIFICATION

14.13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold ~~U.S. Department of Health and Human Services, the State, COUNTY, and their~~ COUNTY, its 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 Agreement. 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~~ Party shall request a jury apportionment.

#### 15.14. INSURANCE

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

15.214.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement 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 Agreement. 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 Agreement for inspection by COUNTY representative(s) at any reasonable time.

~~15.3~~14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. —Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY’s Risk Manager, or designee, upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

~~15.3.1~~14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agent’s, employee’s or subcontractor’s performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

~~15.3.2~~14.3.2 CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

~~15.3.3~~14.3.3 -The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR’s SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

~~15.4~~14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

~~15.5~~14.5 Qualified Insurer

~~15.5.1~~14.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in

the state of California (California Admitted Carrier).

~~15.6~~14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

~~15.7~~14.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

~~15.8~~14.8 Required Coverage Forms

~~15.8.1~~ Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

~~15.8.2~~14.8.1 Business Auto Liability coverage shall be written on ISO form CA

00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

~~15.9~~14.9 Required Endorsements

~~15.9.1~~14.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

~~15.9.1.1~~14.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~15.9.1.2~~14.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

~~15.9.2~~14.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

~~15.9.2.1~~14.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

~~15.9.2.2~~14.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

~~15.10~~14.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.



~~15.11~~14.11 All insurance policies required by this Agreement 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.

~~15.12~~14.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.

~~15.13~~14.13 If CONTRACTOR's Professional Liability<sub>2</sub> and Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability<sub>2</sub> and Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

~~15.14~~14.14 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).

~~15.15~~14.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph ~~10~~11 of this Agreement.

~~15.16~~14.16 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.

~~15.17~~14.17 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 Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~15.18~~14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~15.19~~14.19 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 Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

#### ~~16.15.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

15.1 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 Agreement. 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.

~~16.1~~15.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

~~16.2~~15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.

~~16.3~~15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

~~16.4~~15.5 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 Agreement.

~~16.5~~15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

#### ~~17.16.~~ CONFLICT OF INTEREST

16.1 ~~The~~ CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ~~the best~~ COUNTY interests of COUNTY. ~~This.~~ In addition to the CONTRACTOR, this obligation shall apply to ~~CONTRACTOR,~~ CONTRACTOR's employees, agents, and subcontractors

associated with ~~accomplishing work~~ the provision of goods and services ~~hereunder,~~ provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to prevent~~ 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 ~~from acting in the best interests~~ performance of COUNTY ~~their~~ duties.

16.2 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, Agreement 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.

~~18.~~ 17. 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.

~~19.~~ 18. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim ~~reimbursement~~ payment 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 Agreement, 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.

~~20.~~ 19. BREACH SANCTIONS

~~20.1~~ 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this

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

~~20.1.1~~ 19.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

~~20.1.2~~ 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

~~20.1.3~~ 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph ~~18.1.2~~ 19.1.2 above.

~~20.2~~ 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

## ~~21.20.~~ 20. PAYMENTS

### ~~21.1~~ 20.1 Maximum Contractual Funding Obligation

20.1.1 COUNTY shall pay to CONTRACTOR, monthly in arrears, the rate of reimbursement for the services provided under this Agreement, as established by the State of California, as stated in CDSS Manual of Policies and Procedures, Division 11, Chapter 11-425.1. Payments shall accrue from the date a Foster Youth/NMD is placed and terminate on the date before the Foster Youth/NMD is discharged, removed, runs away, or otherwise leaves CONTRACTOR's facility. No payment shall accrue to CONTRACTOR if the Foster Youth/NMD is placed and removed from CONTRACTOR's facility and placed in another facility on the same day, i.e., the Foster Youth/NMD must spend the night in CONTRACTOR's facility before payment will accrue.

~~21.1.1~~ 20.1.2 An approved STRTP CONTRACTOR shall be reimbursed at the STRTP rate, as determined by CDSS in accordance with WIC Section 11462(c).

20.1.3 COUNTY reserves the right to utilize bed holds to reserve or preserve

placement of Foster Youth/NMDs within CONTRACTOR's facility so long as CONTRACTOR is in agreement with the Foster Youth/NMDs acceptance into program or remaining in the program upon their return. It is CONTRACTOR's responsibility to obtain written authorization of bed holds from COUNTY representative. Payments will be reimbursed by COUNTY to CONTRACTOR to cover the duration of the authorized bed hold at the predetermined daily rate established for the timeframe indicated by the State of California, as stated in CDSS Manual of Policies.

~~21.1.~~20.1.4 Upon prior written approval of Foster Youth's/NMD's Social Worker/Probation Officer, COUNTY may continue to pay for residential care for up to fourteen (14) calendar days when a Foster Youth/NMD leaves CONTRACTOR's facility prior to the planned ~~discharge~~placement change date (e.g., runaway) if CONTRACTOR has agreed to take the Foster Youth/NMD back immediately upon notice during the period of continued payment.

## ~~22.~~21. OVERPAYMENTS/UNDERPAYMENTS

~~22.1.~~21.1 CONTRACTOR shall provide written notice to CFS Foster Care Eligibility within thirty (30) days of receipt of a payment for an Orange County placement that is inconsistent with the actual period of placement and results in an overpayment or underpayment. The overpayment or underpayment shall be identified by the Foster Youth's/NMD's name, case number, caseload number, and the amount of underpayment and/or overpayment.

~~22.2.~~21.2 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, 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.

~~22.1~~21.2.1 CONTRACTOR may call the following phone number with overpayment/underpayment questions:

Social Services: Foster Care Program Development  
(714) 704-8866 or 704-8441

~~22.2~~21.2.2 CONTRACTOR may call the following phone numbers to appeal overpayment/underpayment matters:

Social Services: Program Integrity  
(714) 438-8880 or

California Department of Social Services: State Hearing System  
1(800) 952-5253

## ~~23.22.~~ 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 Agreement.

## ~~24.23.~~ 23. MEDICAL COSTS

~~24.1~~23.1 CONTRACTOR shall enroll in subscription coverage programs, as applicable, that provide emergency care response services, including paramedic assessment services, in the city or county, where facility is located.

~~24.2~~23.2 Contractor shall seek reimbursement for Foster Youth/NMD medical costs from the State Medi-Cal program.

~~24.2.1~~23.2.1 If the Foster Youth/NMD is ineligible for Medi-Cal services, CONTRACTOR shall notify Foster Youth's/NMD's Social Worker/Probation Officer and specify the medical treatment needed and approximate cost.

~~24.2.2~~23.2.2 Except in emergencies, authorization by the Foster Youth's/NMD's

Social Worker/Probation Officer must be obtained prior to incurring any medical expenses not covered by Medi-Cal.

~~24.2.3~~23.2.3 COUNTY may pay for medical services, in accordance with COUNTY procedure, if such services are deemed necessary by COUNTY and Medi-Cal rejects coverage. COUNTY shall reimburse CONTRACTOR for medical expenses paid by CONTRACTOR pursuant to this section based on Medi-Cal rates.

~~24.2.4~~23.2.4 CONTRACTOR shall be responsible for controlling the use of each Foster Youth's/NMD's Medi-Cal proof-of-eligibility card.

#### ~~25.24.~~ EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT

##### PROGRAM

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

#### ~~26.25.~~ FINAL REPORT

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

#### ~~28.26.~~ RECORDS, INSPECTIONS, AND AUDITS

##### ~~28.1~~26.1 Financial Records

~~28.1.1~~26.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are



completed, whichever is later.

~~28.1.2~~26.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

~~28.2~~26.2 Client Records

~~28.2.1~~26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

~~28.2.2~~26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, 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 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph ~~40.2.41.2~~.

~~28.2.3~~26.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

~~28.3~~26.3 Public Records

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

~~28.4~~26.4 Inspections and Audits



~~28.4.1~~26.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their ~~authorized representatives~~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 Agreement. 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 Agreement and the premises in which it is being performed.

~~28.4.2~~26.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

~~28.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and records.

~~28.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

#### ~~28.5~~26.5 Evaluation Studies

~~28.5.1~~ CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.

#### ~~29.27.~~ PERSONNEL DISCLOSURE

~~29.1~~27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of all ~~personnel~~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:

~~29.1.1~~27.1.1 Names and dates of birth of all ~~full or part time personnel by title, including volunteer personnel~~Personnel by title, whose direct services are required to provide the programs described herein;

~~29.1.2~~27.1.2 A brief description of the functions of each position and the hours each person works each week, or for part-time ~~personnel~~Personnel, each day or month, as appropriate;

~~29.1.3~~27.1.3 The professional degree, if applicable, and experience required for each position; and

~~29.1.4~~27.1.4 The language skill, if applicable, for all ~~personnel~~Personnel.

~~29.2~~27.2 Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require prospective ~~employees~~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 ~~employee~~Personnel shall be cause for termination from the performance of services under this Agreement.

~~29.3~~27.3 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 ~~employees~~Personnel and/or volunteers who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (~~www.nsopw.gov~~)([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

~~29.4~~27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all ~~employees (direct service and administrative) funded through this Agreement~~Personnel and also all non-funded staff (e.g., volunteers, in-kind staff, etc.) who will have direct, interactive contact with clients served through this Agreement.— 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 Agreement.

~~29.5~~27.5 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs ~~26.3~~27.3 and ~~26.4~~27.4 are completed prior to CONTRACTOR's ~~personnel~~Personnel providing services under this Agreement.

~~29.6~~27.6 In the event a record is revealed through the processes described in Subparagraphs ~~26.3~~27.3 and ~~26.4~~27.4, COUNTY will be available to consult with CONTRACTOR on appropriateness of ~~personnel~~Personnel providing services through this Agreement.

~~29.7~~27.7 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel assigned by CONTRACTOR to provide services under this Agreement 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 Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for ~~each employee and/or volunteer~~Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

~~29.8~~27.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid employee and/or volunteer staff~~Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such ~~employee and/or volunteer~~Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~18~~19 above.

~~29.9~~27.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's

~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's ~~staff~~Personnel.

~~29.10~~27.10 COUNTY shall have the right to require CONTRACTOR to remove any ~~employee~~Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~Personnel.

~~29.11~~27.11 CONTRACTOR shall notify COUNTY immediately when ~~staff~~Personnel is terminated for cause from working on this Agreement.

~~29.12~~27.12 Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to this Paragraph ~~26~~27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

### ~~30.~~28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

### ~~31. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~32.0 CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and~~

~~Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.~~

~~33.0 In the case of an individual contractor or contractor doing business in a form other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of the award of this Agreement:~~

~~34.0.0 His/her name, date of birth, Social Security Number, and residence address; or~~

~~35.0.0 In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.~~

~~36.0 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.~~

### 37.29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Agreement 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 Agreement 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.

### 38.30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY

LAW

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

39.31. CONFIDENTIALITY

~~39.1~~31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~39.2~~31.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement 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 Agreement.

~~39.3~~31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

~~39.4~~31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

~~39.5~~31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

~~39.5.1~~ No access, disclosure, or release of information regarding a Foster Youth/NMD 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.

~~39.5.2~~31.5.1 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any Foster Youth/NMD 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 Foster Youth's/NMD's Social Worker/Probation Officer.

## 40.32. SECURITY

### 40.1.32.1 Security Requirements

~~40.1.1~~32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement 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:

~~40.1.1.1~~32.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

~~40.1.1.2~~32.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.

~~40.1.1.3~~32.1.1.3 Control to prevent unauthorized access and to



prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

~~40.1.1.4~~32.1.1.4 Firewall protection.

~~40.1.1.5~~32.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

~~40.1.1.6~~32.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

#### ~~40.2~~32.2 Security Breach Notification

~~40.2.1~~32.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

~~40.2.1.1~~32.2.1.1 Investigate to determine the nature and extent of the Security Breach.

~~40.2.1.2~~32.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

~~40.2.1.3~~32.2.1.3 Report to COUNTY the nature of the Security



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

~~40.2.2~~32.2.2 The COUNTY, ~~in~~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.

#### ~~41.33.~~ COPYRIGHT ACCESS

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

#### ~~42.34.~~ WAIVER

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

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

35.1 CONTRACTOR acknowledges that service usage may surge during or after an

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

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

35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. 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.

#### 43.36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

43.136.1 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.

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

~~43.2.1~~36.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

~~43.2.2~~36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;

~~43.2.3~~36.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

~~43.2.3.1~~36.2.3.1 Any commercial product or service; and

~~43.2.3.2~~36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

~~43.2.4~~36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

#### ~~44.~~37. 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).

#### ~~45.~~38. 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:

~~45.1~~38.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

~~45.2~~38.2 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

~~45.3~~38.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

~~46.~~39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

~~46.1~~39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to ~~Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332.~~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 ~~cites~~includes the ~~following:~~text below in Subparagraphs 1.1.1 - 39.1.1.4

~~46.1.1~~ The ~~definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph 38.1.2 of this certification.~~

~~46.1.2~~39.1.1 ~~The offeror, by signing its offer, hereby~~undersigned certifies to the best of his or her knowledge and belief ~~as of December 23, 1989, that:~~

~~46.1.2.1~~39.1.1.1 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~on his or~~

~~her behalf~~ 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 agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

~~46.1.2.2~~39.1.1.2 If any funds other than federal appropriated funds ~~(including profit or fee received under a covered federal transaction)~~ 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 ~~on his or her behalf~~ in connection with this ~~solicitation~~Agreement, grant, loan, or cooperative agreement, the ~~offeror~~undersigned shall complete and submit ~~with its offer, OMB standard form Standard Form-LLL,~~ “Disclosure of Form to Report Lobbying Activities, to the Contracting Officer; and,” in accordance with its instructions.

~~46.1.2.3~~39.1.1.3 ~~He or she will include~~ The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards subawards at any tier all tiers (including subcontracts, subgrants, and require that all recipients of subcontract awards in excess of \$100,000 contracts under grants loans and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

~~46.1.3~~39.1.1.4 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 ~~and disclosure~~ is a prerequisite for making or entering into this ~~Agreement~~transaction imposed by Section 1352, Title 31, ~~USC~~ U.S. Code. Any person who ~~makes an expenditure prohibited~~

~~under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision,~~ 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.

#### ~~47.~~40. 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.

#### ~~48.~~41. TERMINATION PROVISIONS

~~48.1~~41.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

~~48.2~~41.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

~~48.3~~41.3 In the event of termination of this Agreement, 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 Agreement.

~~48.4~~41.4 The obligations of COUNTY under this Agreement 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 Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum funding obligation, or modify this Agreement, 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.~~

~~48.5~~41.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### ~~49.42.~~ GOVERNING LAW AND VENUE

This Agreement 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 Agreement, 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.

#### ~~50.43.~~ SIGNATURE IN COUNTERPARTS

43.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement 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 Agreement 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 Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

\_\_\_\_\_  
FOR THE PROVISION OF  
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

51.1. POPULATION TO BE SERVED

51.1.1 The population to be served may include:

51.1.1.1 Foster Youth under the age of eighteen (18) years with specific age range to be in accordance with facility's approved CCLD license.

51.1.2 1.1.2 NMDs up to the age of twenty-one (21) pursuant to Subparagraph 1.1.2.1 below.

~~51.1.2.1 A Foster Youth who turns eighteen (18) years of age while placed at CONTRACTOR's facility and meets the NMD criteria as defined in Subparagraph 4.20 of this Agreement, may remain placed at CONTRACTOR's facility only if attending high school. After high school graduation or when the NMD reaches the age of nineteen (19) years, whichever is first, the NMD placement must be terminated unless the NMD has a medical condition verified by ADMINISTRATOR. An NMD with a medical condition may remain at CONTRACTOR's facility until he or she turns twenty one (21) years old. A "medical condition" is a physical or mental state as determined by Administrator that limits an NMD's ability to participate in any one of the following activities: completing high school or an equivalency program; enrollment in post-secondary education or vocational school; participation in a program or activity that promotes or removes barriers to employment; and/or employment of at least eighty (80) hours per month.~~

1.1.2.1 NMDs, who are under the age of eighteen (18) years old upon

placement, and are age eighteen (18) years old to age twenty-one (21) years old, with an open SSA/Probation case, pursuant to WIC Section 11400(v)(1)(2)(3). NMDs that meet "medical necessity" as defined in Subparagraph 4.20 of this Agreement, for STRTP level of intervention as determined through the IPC process.

## 52.2. REFERRALS

2.1 ~~CONTRACTOR agrees to provide Short Term Residential Therapeutic Program (STRTP) Services~~ services to Foster Youth/NMDs referred to CONTRACTOR by COUNTY pursuant to the terms and conditions set forth herein, in accordance with the Foster Youth's/NMD's Agency Placement Agreement and CONTRACTOR's Program Statement, approved by CCLD and incorporated herein by reference, as it currently exists or may hereafter be amended.

~~52.1.2~~ 2.2 It is mutually understood that no minimum number of placement referrals is guaranteed, expressed, or implied, under this Agreement. CONTRACTOR agrees to provide services requested as needed by COUNTY, regardless of the quantity of placement referrals received.

~~52.2.3~~ 2.3 In the case of a Dual Status Foster Youth/NMD, the Lead Agency will make the referral and complete applicable required documentation for placement.

~~52.3~~ CONTRACTOR shall accept placement referrals referred by the Placing Agency.

~~52.4~~ 2.4 Upon CONTRACTOR receiving a placement referral from the Placing Agency, CONTRACTOR ~~will~~ shall evaluate and notify the Placing Agency within forty-eight (48) hours regarding the decision for placement.

~~1.1~~ If CONTRACTOR declines the placement referral, CONTRACTOR will discuss with the Placing Agency to identify services that could be implemented in order for CONTRACTOR to accept placement.

### 2.5 Accepted Referral

2.5.1 Once referral is accepted for placement, the referral shall be forwarded to CONTRACTOR's intake process, and CONTRACTOR shall follow admission requirements pursuant to CDSS/CCLD STRTP ILS and

California Department of Health Care Services (CDHCS).

2.6 Declined Referral

2.6.1 If CONTRACTOR declines the placement referral, CONTRACTOR shall submit to ~~the Placing Agency~~ ADMINISTRATOR within three (3) business days ~~of its decision~~, written documentation ~~of the~~ in a format acceptable to ADMINISTRATOR as to reasons why the referral was declined for declining referral and alternative recommendations with identified resources/services needed to facilitate ADMINSTRATOR's ability to report declined acceptance of placement.

~~52.5~~2.6.2 If after a second level review placement ~~referrals to CDSS~~ cannot be facilitated, CONTRACTOR shall submit to SSA within three (3) business days, written documentation in accordance with CDSS STRTP guidelines in a format acceptable to SSA, as to the clinical justification for declined referral.

52.6.2.7 Emergency Placement Referrals

~~52.6.1~~2.7.1 CONTRACTOR shall accept Emergency Placement referrals and provide services to individuals referred by ADMINISTRATOR for designated Emergency Placements pursuant to WIC §11462.01(h)(3)(A).

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~~52.6.3~~2.7.2 Following Emergency Placement of the Foster Youth/NMD in the facility, if it is determined the facility cannot continue to provide necessary services or meet the needs of the Foster Youth/NMD, then CONTRACTOR shall continue to provide residential care to the Foster Youth/NMD for the amount of time necessary to identify and transition the Foster Youth/NMD to an alternative, suitable placement.

~~52.6.3.1~~2.7.2.1 CONTRACTOR shall ensure that the Foster Youth/NMD and his/her Authorized Representative are offered the opportunity to participate in the development of a transition plan that is informed by the CFT.

53.3. CONTRACTOR'S PROGRAM STATEMENT

~~53.1~~3.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised

Program Statement as submitted to CDSS and/or CCLD within ten (10) business days of CDSS/CCLD approval, or additional copies of the Program Statement upon request of ADMINISTRATOR. The provisions of the revised Program Statement shall supersede the provisions contained in the previous Program Statement submitted to ADMINISTRATOR to the extent that they conflict.

#### 54.4. STRTP ACCREDITATION

54.14.1 CONTRACTOR shall notify ADMINISTRATOR of any change of status in its National Accreditation within ten (10) business days of receiving notification from the accrediting entity in compliance with Title 22 CCR, ILS §87089.

54.24.2 CONTRACTOR shall notify ADMINISTRATOR when its National Accreditation is due to expire within sixty (60) days of expiration date.

54.34.3 CONTRACTOR shall notify ADMINISTRATOR of renewals and audits for its National Accreditation and provide CONTRACTOR written notification of the outcomes of the renewals and audits within thirty (30) days after the renewal and/or audit.

54.44.4 CONTRACTOR shall provide ADMINISTRATOR written notification of any corrective action required by the National Accreditation board at time of issuance. CONTRACTOR shall provide ADMINISTRATOR written notification of completed corrective action plan within thirty (30) days of approval of plan by National Accreditation board.

#### 5. COUNTY MENTAL HEALTH PLAN

5.1 CONTRACTOR shall notify ADMINISTRATOR of any change of status in its mental health program within ten (10) business days of receiving notification from the accrediting entity in compliance with Title 22 CCR, ILS §87089.

5.2 CONTRACTOR shall provide COUNTY documentation of the program approval and shall identify which specialty mental health services the facility is certified and contracted to provide.

5.3 CONTRACTOR shall notify ADMINISTRATOR when mental health program as approved from the CDHCS, or from a delegated county Mental Health Plan, is due to expire within sixty (60) days of expiration date.

5.3.1 CONTRACTOR shall notify ADMINISTRATOR in writing within ten (10)

days of any changes in Mental Health Head of Services.

5.4 CONTRACTOR shall provide ADMINISTRATOR implementation of contract and within ten (10) days of personnel changes, a list of personnel associated with CONTRACTOR's clinical department to include, personnel names, titles, type of licensure, duties, and employment start dates.

55.6. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

~~55.1~~6.1 CONTRACTOR shall provide appropriate mental health treatment, as well as other STRTP core services and supportive services, with the ultimate goal of reunifying the family or successfully transitioning Foster Youth/NMD to a ~~lower-level~~Lower Level of ~~care~~Care when possible.

~~55.2~~6.2 CONTRACTOR shall make every effort to assist Foster Youth/NMDs in achieving and demonstrating long-term sustainable behavioral and emotional change with the intent of successfully transitioning to a ~~lower-level~~Lower Level of ~~care~~Care.

~~55.3~~6.3 CONTRACTOR shall make efforts to incorporate the following five (5) protective factors from the "Strengthening Families" approach, developed by the Center for the Study of Social Policy, in providing services and evaluating outcomes:

1. Provide concrete support in times of need;
2. Increase resilience;
3. Increase knowledge of parenting to Foster Youth/NMDs family as appropriate and increase knowledge in child development;
4. Support the social and emotional competence of children; and
5. Build social connections.

56.7. CORE SERVICES TO BE PROVIDED:

CONTRACTOR shall provide STRTP Core Services described below:

~~56.1~~7.1 Specialty Mental Health Services

CONTRACTOR shall:

~~56.1.1~~7.1.1 Provide specialty mental health services to Foster Youth/NMD's in accordance with CONTRACTOR's approved ~~plan~~Plan of ~~operation~~Operation and Program Statement.

~~56.1.2~~7.1.2 Provide a mental health program approved by the ~~California Department of Health Care Services (CDHCS)~~ or from a delegated county



Mental Health Plan, and maintain the mental health program approval in good standing during its STRTP licensure in accordance with Title 22, ILS §87089.1.

~~56.1.3~~7.1.3 Provide specialty mental health and additional treatment services for Foster Youth/NMDs who meet medical necessity criteria for specialty mental health services under the Medi-Cal EPSDT Program, as described in Title 9, ~~California Code of Regulations (CCR)~~CCR Chapter 11, Section 1830.210.

~~56.1.4~~7.1.4 Ensure that psychiatric needs of a Foster Youth/NMD are met in accordance with the Child Health Disability Prevention (CHDP) program, Medi-Cal program, and CCLD regulations to the extent that funding and services are available.

~~56.1.5~~7.1.5 Ensure provision of mental health services to Foster Youth/NMDs, including, but not limited to: individual, collateral, and/or group therapy; family therapy, when applicable; assessment for substance abuse services; crisis intervention; case management; psychiatric evaluation; and psychotropic medication management.

~~56.1.6~~7.1.6 Assist in locating and referring Foster Youth/NMDs to provide Day Rehabilitation, Day Treatment Intensive, Crisis Stabilization, and Therapeutic Behavioral Services, in collaboration with the CFT and whenever identified in the NSP, to be included as part of the treatment plan.

7.1.7 Provide Foster Youth/NMD individual counseling a minimum of one (1) time a week or as directed by the CFT.

7.1.7.1 CONTRACTORS with approved mental health program shall provide individual counseling case management services onsite at the residential facility and provide twenty-four (24) hours, seven (7) days a week, on-call, in-person, and by telephone, mental health crisis management support by Clinical staff.

~~56.1.7~~7.1.7.2 If the Foster Youth/NMD declines to attend individual counseling, CONTRACTOR shall attempt to engage and document those attempts to engage Foster Youth's/NMD's

participation in counseling.

~~56.2.0 Provide family counseling as appropriate and as directed by the CFT.~~

~~56.3~~7.2 Transition Services

~~56.3.1~~7.2.1 CONTRACTOR shall provide transition support services ~~for~~to Foster Youth/NMDs and families upon initial entry, placement changes, and ~~for~~to families who assume permanency through reunification, adoption, or guardianship, in accordance with Title 22 CCR, ILS §87078.1(a)(2), §87068.2(a) and (c), and §87068.22).

~~56.3.2~~7.2.2 Family/Foster Youth/NMDs Important Person Relationships:

CONTRACTOR shall:

~~56.3.2.1~~7.2.2.1 Work collaboratively with COUNTY to encourage Foster Youth's/NMD's relationship with family members and/or other individuals who are important to a Foster Youth/NMD, with the knowledge and concurrence of the assigned Social Worker/Probation Officer as indicated in the Foster Youth's/NMD's permanency plan.

7.2.2.2 Assist COUNTY personnel and/or COUNTY's Family Finding and Engagement (FFE) contracted staff to the extent possible to help identify, research, and connect Foster Youth to identified important parties as dictated by the CFT and cleared through COUNTY. This can include, but not limited to, social media searches, facilitation of phone contact, monitoring visitation, or other means as outlined and approved by COUNTY.

~~56.3.2.2~~7.2.2.3 Keep record of family and Non-Related Extended Family Members (NREFM) contacts, or any other significant relationship connections or Important Persons relevant to reunification and permanency.

~~56.4~~7.3 Education, Physical, Behavioral, Mental Health, and Extracurricular Supports

~~56.4.1~~7.3.1 CONTRACTOR shall provide educational, physical, behavioral, and mental health supports, including extracurricular activities and social

supports, in accordance with Title 22 CCR, ILS §87067, §87068.2, §87072, §87078, §87078.1 and §87079.

~~56.4.2.1~~ 7.3.2 Education Supports:

\_\_\_\_\_ CONTRACTOR shall:

~~56.4.2.1~~ 7.3.2.1 \_\_\_\_\_ Enroll Foster Youth/NMD in the local school, school of origin, or private program (the latter only if funding is provided by ~~COUNTY~~ CONTRACTOR or other third party payer) within three (3) school days of placement. CONTRACTOR shall notify ADMINISTRATOR within three (3) business days of any obstacles preventing the Foster Youth's/NMD's enrollment in school.

~~56.4.2.2~~ 7.3.2.2 \_\_\_\_\_ Facilitate the Foster Youth's/NMD's continued education at his/her school of origin if remaining in that school is ordered by the Juvenile Court and/or recommended by the CFT, and in the Foster Youth's/NMD's best interest in accordance with Education Code §48853.5(f)(1), including providing transportation as needed.

~~56.4.2.3~~ 7.3.2.3 \_\_\_\_\_ Cooperate with the SELPA for any needed assessment and follow-up for special education services through the development and implementation of an IEP and surrogate parent appointment, as appropriate.

~~56.4.2.4~~ 7.3.2.4 \_\_\_\_\_ Monitor Foster Youth's/NMD's attendance and performance in school and credits earned, and assess progress to determine areas in which improvement is needed. CONTRACTOR shall document monthly the Foster Youth's/NMD's academic and social performance and document date of contact, contact person, and feedback provided as well as steps taken to address any deficiency or areas of concern.

~~56.4.2.5~~ 7.3.2.5 \_\_\_\_\_ Report in writing to ADMINISTRATOR any unauthorized school absences.

~~56.4.2.6~~7.3.2.6 Provide tutoring and school homework supervision, as needed.

~~56.4.2.7~~7.3.2.7 Meet Title 22 CCR, ILS §87070(b) (4) requirements for School Report Cards and School Information.

~~56.4.3~~7.3.3 Physical, Behavioral, Mental Health, and Extracurricular Supports:

CONTRACTOR shall:

~~56.4.3.1~~7.3.3.1 Develop an understanding of the responsibilities, objectives, and requirements of COUNTY in regard to the care of Foster Youth/NMD and work with COUNTY in planning for their care.

~~56.4.3.2~~7.3.3.2 Provide multi-lingual services that meet the needs of Foster Youth/NMDs and families served.

~~56.4.3.3~~7.3.3.3 Follow admission requirements related to medical screening, physical/dental examination, medical testing, and immunization, as prescribed by COUNTY and Title 22 Regulations. CONTRACTOR shall take Foster Youth's/NMD's HEP Encounter Form and HEP to all medical and dental appointments.

7.3.3.4 Coordinate, develop, and implement protocol for emergency behavioral and mental health crises, including, but not limited to, evaluation, mental health intervention, crisis management and support during regular business, and after-hours; twenty-four (24) hours, seven (7) days a week, for direct services staff and Clinical staff.

7.3.3.5 Develop a Crisis Anticipation Plan, in collaboration with the Foster Youth/NMD's CFT, for each Foster Youth/NMD, that includes medical clearance from the practitioner.

7.3.3.6 Utilize a certified behavioral crisis prevention, crisis management, and crisis intervention program approved by CDSS/CCLD and COUNTY.

~~56.4.3.4~~7.3.3.7 Adhere to COUNTY policies provided by CFS,

including, but not be limited to, ~~County~~COUNTY policies regarding psychotropic medication and obtaining court consent for psychotropic medications in a form approved by ADMINISTRATOR.

~~56.4.3.5 Participate in and support efforts to reestablish relationships between Foster Youth/NMD and his/her relatives, family members, or other individuals who are important to the Foster Youth/NMD, as approved by Foster Youth's/NMD's Social Worker/Probation Officer.~~

~~56.4.3.6~~7.3.3.8 Develop, maintain, and implement written discipline policies and procedures in accordance with Title 22 CCR, ILS §87072.1 and to the satisfaction of the CCLD. ~~Any fines imposed as a form of discipline shall not exceed more than fifty percent (50%) of Foster Youth's/NMD's weekly allowance with the duration of payment to be determined by the CFT. For Foster Youth/NMDs wishing to contribute more than fifty percent (50%) allocation, CONTRACTOR shall provide written authorization of Foster Youth's/NMD's consent and send notification to the CFT. CONTRACTOR shall provide ADMINSTRATOR with written documentation supporting the imposition of a fine, including, documentation of cost/expenses incurred; police reports, if applicable, and Special Incident Reports.~~ All approvals for Foster Youth/NMD to serve restitution, or funding to be withheld for safety, shall be written into the NSP and signed and approved by the Foster Youth/NMD's assigned Authorized Representative.

~~56.4.3.7~~7.3.3.9 Conduct a Treatment Team meeting concerning the status of each Foster Youth/NMD at least monthly.

~~56.4.3.8 Participate in CFT meetings, in accordance with State requirements. A CFT meeting must be conducted upon an initial child welfare foster care~~

~~placement and any time a placement change is needed. At minimum, CFT meetings will be conducted every ninety (90) days to reassess level of care and mental health and/or psychotropic medication needs, discuss options for possible life long connections, and address other topics relevant to the Foster Youth/NMD. CONTRACTOR shall comply with changes to CFT meeting requirements when State requirements change and ADMINISTRATOR provides notification. CFT's can be considered in lieu of a Treatment Team meeting if all CFT parties are present.~~

7.3.3.10 Facilitate CFT meetings for each Foster Youth/NMD at least monthly and in compliance with State requirements. CONTRACTOR shall document and provide a summary of CFT meeting to the Foster Youth/NMD's Social Worker and/or Probation Officer within five (5) calendar days from the commencement of the CFT meeting.

~~56.4.3.9~~7.3.3.11 Observe and protect Foster Youth's/NMD's personal rights, as set forth in Title 22 CCR, ILS §87072 and provide a copy of the Personal Rights to the Foster Youth/NMD and their Authorized Representatives at the time of admission, then review with Foster Youth/NMD every six (6) months thereafter or upon any change to Personal Rights standards.

~~56.4.3.10~~7.3.3.12 Provide interactive life skills activities, training, and mentoring to all Foster Youth /NMD regardless of age or gender to ensure they develop and build skills for self-care and self-sufficiency. Activities to build these skills include, but are not limited to: fiscal management, cooking, household cleaning and laundry, medication management, and usage of transportation.

~~56.4.3.11~~7.3.3.13 Assist and mentor Foster Youth/NMD on how to obtain essential documents such as California Driver's License and/or Identification Card, Social Security Card, or medical card.

~~56.4.3.12~~7.3.3.14 Ensure a reasonable and prudent parent standard for Foster Youth/NMDs to participate in extracurricular,

enrichment, and social activities with reasonable determination of the appropriateness of the activity in consideration of the Foster Youth/NMDs age, maturity, and developmental level, pursuant to WIC §362.05(c)4.

~~56.4.3.13~~ 7.3.3.15 Document the participation of Foster Youth/NMDs in extracurricular activities that include, but are not limited to, organized sports, cultural events, and artistic programs. CONTRACTOR shall maintain receipts for extracurricular activities and provide to COUNTY as requested.

~~56.4.3.14~~ ~~Provide Foster Youth/NMD paid~~ Facilitate employment training when appropriate.

~~56.4.3.15~~ 7.3.3.16 Post safety notices and other literature provided to CONTRACTOR by ADMINISTRATOR and as required by Medi-Cal standards, in the manner prescribed. Such literature may be in the form of, but not limited to, placards, posters, checklists, instructions, diagrams, charts, or illustrations.

#### ~~56.5~~ 7.4 Transition to Adulthood Services

~~56.5.1~~ 7.4.1 CONTRACTOR shall provide activities designed to support transition-age Foster Youth/NMD in achieving a successful adulthood, in accordance with Title 22 CCR, ILS §87022(c)(~~1~~) (11), §87068.2, §87068.22(b) and (c), and §87078.1.

#### ~~56.5.2~~ 7.4.2 Transitional Planning Services Program (TPSP):

CONTRACTOR shall:

~~56.5.2.1~~ 7.4.2.1 Work collaboratively with SSA's TPSP/Independent Living Program (ILP) and SSA's contracted Emancipation/ILP service provider(s) to meet the service goals set forth in each Foster Youth's/NMD's TILP.

~~56.5.2.2~~ 7.4.2.2 Assist Foster Youth/NMD placed in STRTPs outside of Orange County in participating in that community's local TPSP, where available.



~~56.5.2.3~~7.4.2.3 Support Foster Youth/NMD in making a successful transition to a ~~lower level~~Lower Level of ~~care~~Care by assisting them in participating in TPSP events including, but not limited to:

~~56.5.2.4~~7.4.2.4 Workshops - offering services in such areas as education, career, relationships, and daily living skills;

~~56.5.2.5~~7.4.2.5 Special Events - including, but not limited to, Independent City, Graduation, Career Fair, and College Tours;

~~56.5.2.6~~7.4.2.6 Specialized Services for Disabled Children - including, but not limited to, outreach, follow-up training, and individual services;

~~56.5.2.7~~7.4.2.7 Mentor Programs; and

~~56.5.2.8~~7.4.2.8 Job Placement Services.

~~56.5.3~~7.4.3 Provide transportation for Foster Youth/NMD to and from all TPSP related activities, as required by ADMINISTRATOR, and provide supervision for three (3) or more Foster Youth/NMD attending the same activity.

~~56.5.4~~7.4.4 Send CONTRACTOR staff to COUNTY's TPSP training for caregivers and other TPSP related training, as required by ADMINISTRATOR.

~~56.5.5~~7.4.5 Prepare and submit to ADMINISTRATOR a Foster Youth/NMD specific summary of all the Foster Youth's/NMD's participation, activities, and contacts with TPSP and other independent living programs, including any programs offered by CONTRACTOR. CONTRACTOR shall also maintain this summary in Foster Youth's/NMD case file.

#### ~~56.6~~7.5 Permanency Support Services

~~56.6.1~~7.5.1 CONTRACTOR shall provide services to facilitate achieving permanency for Foster Youth/NMD, including supporting efforts to reunify or achieve adoption or guardianship, and efforts to maintain or establish relationships with parents, siblings, extended family members, tribes, or other Important Persons to the Foster Youth/NMD, as appropriate and

identified in the ~~Needs and Service Plan (NSP)~~NSP in collaboration with the CFT, and in accordance with Title 22 CCR, ILS §87068.2, §87078, §87078.1 and §87079.

\_\_\_\_\_CONTRACTOR shall:

~~56.6.2~~7.5.2 Continue family finding efforts and engagement practices to assist Foster Youth/NMD in identifying, developing, and maintaining important relationships, provided that such relationships are in the Foster Youth's/NMD's best interests and are consistent with his/her Case Plan ~~- and~~ as approved by Foster Youth's/NMD's Social Worker/Probation Officer.

~~56.6.3~~ Assist each Foster Youth/NMD in developing a plan that includes face-to-face and regular contact with his/her social support network. The Foster Youth's/NMD's social support network includes parent(s), relatives, other significant relationship connections, Important Persons, NREFMs, and peers.

~~56.6.4~~7.5.3 Assist the assigned Social Worker/Probation Officer in identifying these individuals from Foster Youth's/NMD's social support network as potential permanency resources.

~~56.6.5~~7.5.4 Work toward termination of placement on a planned basis as indicated in the Foster Youth's/NMD's permanency plan with maximum involvement of Foster Youth/NMD, parents, any other person(s) deemed appropriate by the assigned Social Worker/Probation Officer, and Foster Youth's/NMD's assigned Social Worker/Probation Officer.

~~56.6.6~~7.5.5 Provide permanency support services to Foster Youth/NMD upon discharge to reunification with their parents, legal guardianship, adoption, foster care, or other means.

#### ~~56.7~~7.6 Indian Child Services

7.6.1 CONTRACTOR shall ensure that Indian Foster Youth/NMDs receive core services and support, in accordance with the Federal Indian Child Welfare Act. These services shall be in the best interests of Indian Foster Youth/NMDs, including Culturally Responsive, child-centered practices that respect Native American history, culture, retention of tribal

membership, and connection to the tribal community and traditions.

57.8. ADDITIONAL SERVICES AND SUPPORTS

57.1.8.1 Clothing/Personal Property

CONTRACTOR shall:

~~57.1.18.1.1~~ 57.1.28.1.1 Provide an ongoing monthly clothing allowance of no less than seventy-five dollars (\$75.00) per Foster Youth/NMD, to be used to purchase new clothing necessary to meet the Foster Youth's/NMD's basic needs in a manner appropriate to his/her age, social environment, and daily activities.

~~57.1.28.1.2~~ 57.1.28.1.2 Ensure the Foster Youth/NMD has a minimum of a ~~three (3)~~ five (5) day supply of clothing upon Intake. If a Foster Youth/NMD enters the facility with less than a ~~three (3)~~ five (5) day supply, CONTRACTOR shall supply the minimum clothing requirements.

~~57.1.38.1.3~~ 57.1.38.1.3 Provide the ongoing monthly clothing allowance thirty (30) days after placement and every month thereafter.

8.1.4 Foster Youth/NMD may elect to aggregate clothing allowance and shop less frequently. CONTRACTOR shall honor such requests from Foster Youth/NMD, document the Foster Youth/NMD's request including their signature in the Foster Youth/NMD's record, and agreement of Foster Youth/NMD's requests at the Foster Youth/NMD's CFT.

~~57.1.48.1.5~~ 57.1.48.1.5 Allow clothing allowance to be used for purchase of a Foster Youth's/NMD's replacement clothes and/or mandatory uniforms as required by ~~the~~ CONTRACTOR.

~~57.1.58.1.6~~ 57.1.58.1.6 Provide reserved/unused clothing allowance to Foster Youth/NMD upon his/her discharge in a form to be determined by ADMINISTRATOR. CONTRACTOR shall apply a pro-rated daily rate of \$2.50 to determine the clothing allowance due to the Foster Youth/NMD should the Foster Youth/NMD leave CONTRACTOR's care prior to the completion of the monthly clothing allowance cycle.

~~57.1.68.1.7~~ 57.1.68.1.7 Document all clothing purchases and retain receipts in Foster Youth's/NMD's case file.

~~57.1.78.1.8~~ 57.1.78.1.8 Ensure Foster Youth/NMD has adequate clothing upon his/her

request to reserve unused monthly clothing allowance. If CONTRACTOR approves the Foster Youth's/NMD's request to reserve funds, CONTRACTOR shall document the amount of rollover funds which shall include documentation of Foster Youth's/NMD's acknowledgment and signature.

~~57.1.88.1.9~~ 8.1.9 Conduct and document inventory of Foster Youth's/NMD's clothing and personal property at the time of placement and when Foster Youth/NMD transitions out of placement. Inventory documentation will be maintained in the Foster Youth's/NMD's case file.

~~57.1.98.1.10~~ 8.1.10 Conduct and document a clothing inventory each quarter to assess Foster Youth's/NMD's needs. Updates to the inventory shall be made when new clothing items are purchased and when items are discarded. Foster Youth/NMD and CONTRACTOR staff shall sign the updated inventory.

~~57.1.10~~ Follow ~~minimum clothing requirements determined by~~

~~ADMINISTRATOR.~~

~~57.1.118.1.11~~ 8.1.11 Permit all Foster Youth/NMD to take their clothing, cash resources, reserved clothing allowance, personal property, and valuables with them when placement is terminated. If the Foster Youth/NMD is unable to take the above items upon placement termination, clothing and personal property shall immediately be stored separately and securely for each individual Foster Youth/NMD by CONTRACTOR for a maximum period of thirty (30) days, after which it shall be delivered to the Foster Youth's/NMD's Social Worker/Probation Officer. At termination of placement, CONTRACTOR shall provide an appropriate method of transport for clothing and personal property, such as luggage or canvas-type duffel bags (not trash or paper/plastic bags) and provide a copy of the final inventory at termination to ADMINISTRATOR and/or receiving party.

8.1.12 Provide a list of items removed from Foster Youth/NMD's possession due to safety concerns or that were considered to be contraband to the Foster Youth/NMD's Social Worker/Probation Officer and mutually agree to

disposition of item. Items may include, but not limited to, large cash resources, drug paraphernalia, electronic items, etc.

#### 57.28.2 Personal Needs

CONTRACTOR shall:

57.2.18.2.1 Furnish personal care items, including, but not limited to, toothpaste, toothbrush, soap, hair care items, and hygiene supplies that are Culturally Responsive.

57.2.28.2.2 Furnish a separate and secure storage area for personal items for each Foster Youth/NMD.

57.2.38.2.3 Furnish clean fresh towels, mattress pads, pillows, sheets, and blankets in sufficient number to ensure cleanliness and warmth.

#### 57.38.3 Food and Emergency Supplies

57.3.18.3.1 Foster Youth/NMD shall receive an adequate and balanced diet as required by Title 22 CCR, ILS §87076 guidelines.

57.3.28.3.2 CONTRACTOR shall maintain emergency First Aid/Earthquake supplies, as outlined in Title 22 CCR, §80075, and as deemed appropriate by ADMINISTRATOR. CONTRACTOR shall maintain the following minimum emergency supplies per Foster Youth/NMD on the premises:

57.3.2.18.3.2.1 One (1) week supply of staple nonperishable foods;

57.3.2.28.3.2.2 Two (2) day supply of fresh perishable foods; and

57.3.2.38.3.2.3 A minimum five (5) day supply of at least one (1) gallon of water per day.

#### 57.48.4 Chores

57.4.18.4.1 CONTRACTOR shall specify and post reasonable chores which Foster Youth/NMD will be required to do as part of their regular routine. Any and all other chores are to be voluntary.

57.4.28.4.2 Foster Youth's/NMD's Social Worker/Probation Officer may review CONTRACTOR's policies regarding chores, ~~and disapprove, if appropriate, the~~ Any concerns with chores assigned to a specific Foster Youth/NMD, may be addressed during CFT meetings for further evaluation and/or assessment.

~~57.4.3~~8.4.3 Foster Youth/NMD shall be supervised by CONTRACTOR while they are engaged in any assigned chores.

~~57.5~~8.5Minimum Allowances

8.5.1 Each Foster Youth/NMD shall be provided with a minimum allowance as set forth below no less frequently than once a week and such allowance shall be documented in each Foster Youth's/NMD's case file. Receipt of such allowance shall be initialed by Foster Youth/NMD.

Age	Weekly Allowance Rate
5 years	\$5.00
6 years	\$6.00
7 years	\$7.00
8 years	\$8.00
9 years	\$9.00
10 years	\$10.00
11 years	\$11.00
12 years	\$12.00
13 years	\$13.00
14 years	\$14.00
15 years	\$15.00
16 years	\$16.00
17 years	\$17.00
18 years	\$18.00
19+ years	\$19.00

~~57.6~~8.6Safeguards for Cash Resources, Personal Property, and Valuables

~~57.6.1~~8.6.1 In accordance with Title 22 CCR, §80026, CONTRACTOR shall assist each Foster Youth/NMD in keeping cash resources, personal property, and valuables separate and intact. CONTRACTOR shall maintain accurate records of such resources.

~~57.6.2~~8.6.2 In the event that Foster Youth/NMD is employed, CONTRACTOR shall assist Foster Youth/NMD in setting up a bank account in accordance

with Title 22 CCR, ILS §87072(d)(7), to the satisfaction of the Foster Youth's/NMD's Social Worker/Probation Officer. Foster Youth's/NMD's funds shall not be commingled with CONTRACTOR's funds or petty cash.

8.6.3 CONTRACTOR shall develop a system for monitoring Foster Youth's bank funds for accounts where CONTRACTOR's staff has authority to access account. Such system should include a monthly, two (2) party verification process to safeguard funds of the Foster Youth's banking accounts from deposits or withdrawals not authorized by Foster Youth. Verification of monitoring and authorized signatures should be retained in CONTRACTOR's record maintained for the Foster Youth.

#### 58.9. FACILITIES

~~58.1~~9.1 CONTRACTOR shall provide facilities with a capacity for providing residential services to Foster Youth/NMDs and accommodations for staff, in accordance with CCLD requirements and each facility's CCLD license.

~~58.2~~9.2 CONTRACTOR shall provide facility location(s) to ADMINISTRATOR.

~~58.3~~9.3 CONTRACTOR shall maintain its facility/ies in a manner that will ensure the well-being, protection, health, safety, and comfort of Foster Youths/NMDs. Each Foster Youth/NMD shall be afforded a reasonable degree of privacy.

9.4 CONTRACTOR shall provide an area at each Facility and means for Foster Youth/NMD to conduct private, confidential phone calls to COUNTY personnel, CCLD, State Foster Care Ombudsperson, and other legal entities in accordance with Title 22 CCR, §ILS 87072 and WIC §16001.9.

#### 59.10. OTHER CONTRACTOR RESPONSIBILITIES

##### 59.110.1 Transportation

~~59.1.1~~10.1.1 CONTRACTOR shall provide transportation for Foster Youth/NMD as required or as approved by ADMINISTRATOR, including, but not limited to, transporting to court appearances upon receiving Notice of Hearing, visitation, school (including school of origin as ordered by the Court and/or recommended by the CFT), medical or therapeutic appointments, extracurricular activities, and other activities as informed by Foster Youth's/NMD's CFT.

~~59.1.2~~10.1.2 CONTRACTOR shall notify assigned Social Worker/Probation Officer or Authorized Representative if Foster Youth/NMD utilizes any form of transportation not provided by CONTRACTOR. CONTRACTOR shall not utilize taxi cabs or other ridesharing services such as Uber or Lyft, unless approved by assigned Social Worker/Probation Officer.

~~59.2~~10.2 Volunteers

~~59.2.1~~10.2.1 CONTRACTOR shall submit a written plan specifying how volunteers will be supervised, screened, and utilized by CONTRACTOR. The plan, which may be modified at ADMINISTRATOR's request, shall be included in the Program Statement and include the following:

~~59.2.1.1~~10.2.1.1 Type and degree of supervision provided; and

~~59.2.1.2~~10.2.1.2 Description of the duties to be performed by volunteers.

~~59.3~~10.3 Visitors

~~59.3.1~~10.3.1 CONTRACTOR shall establish a set of rules regarding visitation hours, sign-in/sign-out, and visiting rooms. Such rules shall apply to all Visitors.

~~59.3.2~~10.3.2 Upon entering the STRTP, all Visitors shall be required to sign in on the Visitor's Log Book. CONTRACTOR staff shall request a California Driver's License or other form of government issued picture identification and shall record the name, address, and driver's license number, or identification number, if available, of each Visitor as well as the Visitor's relationship to the resident, if any, the stated purpose of the visit, and the time of the Visitor's entry and departure. Unaccompanied visiting minors shall be supervised by CONTRACTOR's staff.

~~59.3.3~~10.3.3 All Visitors entering into any area of the STRTP where residents are or may be present, shall be accompanied by CONTRACTOR's staff at all times, except as described below in Subparagraph ~~9.3.4~~10.3.4.

~~59.3.4~~10.3.4 Parents, relatives, or Important Persons of STRTP residents, who have been approved by the assigned Social Worker/Probation Officer for unmonitored visitation, shall be accompanied by CONTRACTOR's staff to



and from a private designated location in the STRTP where the visit will take place. In these instances, CONTRACTOR's staff need not be present during the visit.

~~59.4~~10.4 Drug Testing

10.4.1 CONTRACTOR shall not perform drug testing of Foster Youth/NMD placed in CONTRACTOR's facility by COUNTY in the absence of Juvenile Court authorization, or parental consent for medical diagnosis and treatment purposes. CONTRACTOR shall contact the Foster Youth's/NMD's Social Worker and/or Probation Officer if drug testing of a Foster Youth/NMD is deemed by the Juvenile Court to be necessary.

~~59.5~~10.5 Notice of Request for Change of Placement

~~59.5.1~~10.5.1 CONTRACTOR shall provide written notice to COUNTY at least fourteen (14) calendar days prior to placement change. Written notice shall be on CONTRACTOR's letterhead and include steps and efforts taken to maintain placement, as well as provide detailed explanation for the need to change placement.

~~59.5.2~~10.5.2 A CFT meeting, which CONTRACTOR shall attend, shall be conducted prior to any change of placement, planned or unplanned. CFT's regarding placement change shall be conducted by a facilitator and location as determined by ADMINISTRATOR.

~~59.6~~10.6 Removal or Transfer of Foster Youth/NMD

~~59.6.1~~10.6.1 Notwithstanding any other provision of this Agreement and in accordance with Title 22 CCR, ILS §87061(b) and WIC §16501, COUNTY may remove, with or without stating cause, any or all Foster Youth/NMD placed with CONTRACTOR.

~~59.6.2~~10.6.2 CONTRACTOR shall participate in any CFT meeting resulting from a Foster Youth's/NMD's removal.

~~59.7~~10.7 Law Enforcement Contact

~~59.7.1~~10.7.1 If CONTRACTOR contacts law enforcement officials regarding any issue related to the provision of services under this Agreement, CONTRACTOR shall immediately telephone Foster Youth's/NMD's

Social Worker/Probation Officer and ~~Permanency Services~~ STRTP Program (~~PSP~~) Manager, or designee. This verbal report shall be followed by the submission of a Special Incident Report form approved by ADMINISTRATOR, to Foster Youth's/NMD's Social Worker/Probation Officer and ~~PSP~~ STRTP Program Manager, or designee, and CFS STRTP Liaison/Probation Monitor within three (3) calendar days of the incident via the Secured Foster Youth Information Database (~~CFS~~), ~~and~~ FYI system), or FAX to (714) 935-7725 (if FYI system is unavailable for Foster Youth/NMDs involved with Probation Department). ~~ADMINISTRATOR.~~ ADMINISTRATOR may request CONTRACTOR to send Special Incident Reports to additional designees, as deemed appropriate by ~~ADMINISTRATOR~~ ADMINISTRATOR.

~~59.7.2~~ 10.7.2 CONTRACTOR will comply with AB 388 reporting requirements.

#### 10.8 Prison Rape Elimination Act of 2003 (PREA):

For facilities accepting referrals from the Probation Department, CONTRACTOR agrees to comply with the national, State and local standards and requirements of Federal Public Law 108-79 dated September 4, 2003, also known as the Prison Rape Elimination Act of 2003, and 28 CFR Part 115, as they are applicable on the date of enactment as they may be subsequently amended, inclusive of all ensuing standards which may be forthcoming. These requirements are, including, but not limited to, monitoring for compliance, reporting issues and or findings of non-compliance to ADMINISTRATOR, and reporting incidents of sexual misconduct between Foster Youth/NMD and/or staff to ADMINISTRATOR.

#### ~~60.11.~~ RECORDS

##### ~~60.1~~ 11.1 Foster Youth/NMD Records

~~60.1.1~~ 11.1.1 CONTRACTOR shall prepare and maintain accurate and complete records on each Foster Youth/NMD served under the terms of this Agreement in a form acceptable to ADMINISTRATOR. In addition to the records required to be maintained by Title 22 CCR, CONTRACTOR shall also maintain the following information in Foster Youth's/NMD's case files:

~~60.1.1.1~~11.1.1.1 Information regarding the Foster Youth's/NMD's participation in TPSP/ILP, as applicable;

~~60.1.1.2~~11.1.1.2 Statement of behaviors with potential risk and/or safety concerns;

11.1.1.3 IPC referral for STRTP placement and/or admission statement;

11.1.1.4 Initial and monthly CFT reports;

~~60.1.1.3~~11.1.1.5 Foster Youth's/NMD's financial information, including disbursements for clothing and ~~material~~property signed for by Foster Youth/NMD, and allowances received by, and signed for by, Foster Youth/NMD;

~~60.1.1.4~~11.1.1.6 Diagnostic studies;

~~60.1.1.5~~11.1.1.7 ~~Reports on~~Intake interviews conducted with Foster Youth/NMD;

~~60.1.1.6~~11.1.1.8 Special Incident Report;

~~60.1.1.7~~11.1.1.9 Written quarterly evaluations;

11.1.1.10 ~~Written verification of clinical services provided by~~Child and Adolescent Needs and Strengths assessment and/or other mental health assessments;

~~60.1.1.8~~11.1.1.11 Mental health treatment ~~professionals~~plan and mental health program progress notes;

~~60.1.1.9~~11.1.1.12 Records of medical/dental visits and treatment, including a copy of CHDP physical or its equivalent that is less than one (1) year old;

~~60.1.1.10~~11.1.1.13 Foster Youth/NMD's monthly weight chart;

~~60.1.1.11~~11.1.1.14 Psychotropic medication orders/scripts and forms regarding psychotropic medication, including, but not limited to, JV-220, JV-220(A), JV-220(B), and court approved JV-223;

~~60.1.1.12~~11.1.1.15 Monthly feedback from the Foster Youth's/NMD's school regarding academic and social performance; and

~~60.1.1.13~~11.1.1.16 Foster Youth's most current IEP.

11.2 CONTRACTOR shall retain and securely store in the Foster Youth/NMD's clinical

case file any documentation containing confidential mental health information in compliance with CDHCS and Medi-Cal standards.

~~60.2~~11.3 COUNTY Records

~~60.3~~11.3.1 Upon rejection of a referral or termination of Foster Youth's NMD's placement, CONTRACTOR shall immediately return all documents furnished by COUNTY to Foster Youth's/NMD's Social Worker/Probation Officer or destroy documents pursuant to Subparagraph ~~32.1.32.1~~.

~~60.4~~11.4 House Log Book

~~60.4.1~~11.4.1 Each STRTP location shall maintain a chronological daily log record of the following:

~~60.4.1.1~~11.4.1.1 Population count;

~~60.4.1.2~~11.4.1.2 Visitors;

~~60.4.1.3~~11.4.1.3 Special incidents/problems;

~~60.4.1.4~~11.4.1.4 Restraints and law enforcement contacts;

~~60.4.1.5~~11.4.1.5 Group and individual activities, including participants in therapeutic treatment, length of time of therapeutic treatment activities;

~~60.4.1.6~~11.4.1.6 Significant reactions, including, but not limited to, emotional outbursts, aggressive or violent behaviors, and/or self-injurious behaviors of Foster Youth/NMD, to telephone calls when such are openly displayed;

~~60.4.1.7~~11.4.1.7 Furloughs or other off-grounds trips by Foster Youth/NMD; and

~~60.4.1.8~~11.4.1.8 Staff on duty, including date and time staff enters and leaves facility.

~~60.4.2~~11.4.2 At the beginning of each working shift, CONTRACTOR's staff shall individually review and initial all House Log Book entries made subsequent to their last working shift.

~~60.5~~11.5 Visitors Log Book

11.5.1 ——— Each STRTP location shall maintain a separate Visitor Sign-In/Sign-Out log which shall be retained by CONTRACTOR for a minimum

of five (5) years from date of final payment under this Agreement or until all pending COUNTY, State and federal audits are completed, whichever is later.

## 12. MEETINGS

### 12.1 Advisory Committee Meetings

12.1.1 CONTRACTOR and CFS representatives shall meet periodically to provide consultation and assistance in monitoring, and determining the programmatic services provided under this Agreement.

### 12.2 STRTP Forum

12.2.1 CONTRACTOR's staff shall attend quarterly Contractors' Forum meetings and any other monthly or bi-monthly STRTP meetings scheduled by ADMINISTRATOR.

## 13. CONTRACTOR'S STAFF

13.1 CONTRACTOR shall be in compliance with all CDSS and CCLD, Title 22 Regulations for education, experience, and staffing ratios.

13.2 CONTRACTOR shall provide sufficient administrative and direct service staff to manage and provide services in the STRTP homes.

13.3 Same gender supervision during overnight shifts is a best practice. To the extent allowable under the law, CONTRACTOR shall use best efforts to staff overnight shifts with same gender staff members, whenever possible; thereby during overnight shifts using only female staff members in a female STRTP home and only male staff members in a male STRTP home.

13.4 Foster Youth/NMD shall be supervised by direct service staff, and staffing ratios that include non-direct staff shall be in compliance with Title 22 CCR, §87065.5.

13.5 CONTRACTOR staff shall appear and testify at Juvenile Court hearings, when requested by SSA.

13.6 CONTRACTOR shall advise ADMINISTRATOR within ten (10) calendar days of any changes in Facility Administrator, Head of Service, and/or unexpected changes in Foster Youth/NMD's Mental Health Clinician that could impact Foster Youth/NMD's therapeutic treatment.

13.7 Staff Training

CONTRACTOR shall be required to participate in training(s) that COUNTY determines to be mandatory, including, but not limited to, annual Child Abuse and Dependent/Elder Abuse Reporting trainings and trainings held at STRTP Forum. CONTRACTOR shall conduct subsequent training(s) for its staff, and shall:

13.7.1 Provide ongoing staff training and assistance to its staff to ensure that all assignments are effectively handled;

13.7.2 Ensure all staff participate in training on Foster Youth/NMD specific medical care when deemed necessary, to facilitate placement and supervision of Foster Youth/NMDs with specified "medical conditions" approved by COUNTY; and

13.7.3 Ensure that its staff shall participate in Health Insurance Portability and Accountability Act, and confidentiality trainings.

62.14. CONTRACTOR'S EMPLOYEE RECORDS

~~62.1~~14.1 CONTRACTOR shall maintain and retain records on each employee and volunteer as required by Title 22 CCR, §80066 and ILS §87066. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, employees' original employment applications, and any other records required by Paragraph ~~26.27.~~

~~62.2~~14.2 In addition to personnel disclosure requirements set forth in Paragraph ~~26~~27 of this Agreement, during the term of this Agreement, CONTRACTOR shall:

~~62.2.1~~14.3 Hire qualified staff in accordance with all applicable statutes and regulations and comply with Title 22 CCR, Division 6 for criminal record clearances.

~~62.2.2~~14.4 Maintain a personnel file on each employee, which shall include, but not be limited to, the following information:

~~62.2.2.1~~14.4.1.1 The name of the person who completed the employment application;

~~62.2.2.2~~14.4.1.2 A completed and signed criminal record statement;

~~62.2.2.3~~14.4.1.3 Written performance evaluations;

- ~~62.2.2.4~~ ~~Proof of automobile insurance;~~
- ~~62.2.2.5~~ 14.4.1.4 Completed reference checks;
- ~~62.2.2.6~~ 14.4.1.5 Completed initial physical exam;
- ~~62.2.2.7~~ 14.4.1.6 Completed tuberculosis test (within seven (7) days of employment);
- ~~62.2.2.8~~ 14.4.1.7 Department of Motor Vehicle (DMV) driving record printout including copy of California Driver's License;
- ~~62.2.2.9~~ 14.4.1.8 Confidentiality agreement;
- ~~62.2.2.10~~ 14.4.1.9 Child abuse/elder abuse reporting requirements;
- ~~62.2.2.11~~ 14.4.1.10 Education credentials including copy of CONTRACTOR's staff's transcripts and/or diploma;
- ~~62.2.2.12~~ 14.4.1.11 Annual training(s) completed;
- ~~62.2.2.13~~ 14.4.1.12 Disciplinary actions taken, if applicable; and
- ~~62.2.2.14~~ 14.4.1.13 Establish and maintain documentation of in-service training for staff involved in direct contact with Foster Youth/NMDs. Each personnel file shall contain documentation of attendance and content provided to that employee.

### ~~63.15.~~ COUNTY RESPONSIBILITIES

~~\_\_\_\_\_~~COUNTY shall:

- ~~63.1~~ 15.1 Provide consultation and technical assistance and will monitor performance of CONTRACTOR in meeting the terms of this Agreement, as permitted by CCLD.
- ~~63.2~~ 15.2 Provide assistance with emergencies. Emergency after hours telephone numbers are:

SSA/Orangewood Children and Family Center:

(714) 935-7171

Probation Department/Juvenile Hall:

(714) 935-6660

### ~~64.16.~~ REPORTS

- ~~64.1~~ 16.1 CONTRACTOR shall provide information and maintain records, collect data, and provide reports related to the services provided under this Agreement as

mandated by County, State and Federal Governments, and as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. Reporting requirements shall include all reports and data collection that is required to track and report progress on goals as stated in Paragraph 56 of ~~this Exhibit A to this Agreement.~~ ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR. Reports shall include, but are not limited to, the following:

~~64.2~~16.2 Needs and Services Plan

~~64.2.1~~16.2.1 The ~~Needs and Services Plan~~ (NSP) shall be developed by CONTRACTOR in partnership with all of the Foster Youth's/NMD's treatment providers, including CONTRACTOR's Social Worker and Foster Youth's/NMD's family as appropriate, within the first thirty (30) days of placement.

~~64.2.2~~16.2.2 CONTRACTOR shall place a copy of the plan, signed by all applicable parties, in the Foster Youth's/NMD's file.

~~64.2.3~~16.2.3 CONTRACTOR shall provide a signed copy of the plan to the Foster Youth's/NMD's Social Worker/Probation Officer within seven (7) calendar days of completion.

~~64.2.4~~16.2.4 CONTRACTOR shall accept an email from Foster Youth's/NMD's Social Worker/Probation Officer as temporary authorization until the signed hard copy is received.

~~64.2.5~~16.2.5 The NSP shall identify the Foster Youth's/NMD's strengths and progress ~~in stepping down~~ including specific steps needed for Foster Youth/NMD to move to Lower Level of Care of a family setting and NSP shall be reviewed, updated and submitted monthly, unless otherwise specified.

~~64.2.6~~16.2.6 The NSP shall be based on information, including, but not limited to:

~~64.2.6.1~~16.2.6.1 Review of the HEP;

~~64.2.6.2~~16.2.6.2 Placement information;

~~64.2.6.3~~16.2.6.3 Service needs of the Foster Youth/NMD family



structure and permanency plan; and

~~64.2.6.4~~16.2.6.4 Support of the ILP in the development of a Foster Youth/NMD age fifteen and one-half (15½) years and older.

~~64.2.7~~16.2.7 The NSP shall be reviewed, updated and submitted monthly with signatures, unless otherwise specified. The monthly review may be conducted at CONTRACTOR's facility with Foster Youth's/NMD's Social Worker/Probation Officer and CONTRACTOR.

~~64.2.8~~16.2.8 All approvals for the Foster Youth/NMD to be off-site unsupervised shall be written into the Foster Youth's/NMD's NSP and signed and approved by the Foster Youth's/NMD's assigned Social Worker/Probation Officer.

~~64.2.9~~16.2.9 All approvals for Foster Youth/NMD to serve restitution, have funding to be withheld for safety purposes, and/or have personal electronic devices withheld, shall be written into the NSP and signed and approved by the Foster Youth's/NMD's assigned Authorized Representative.

~~1.2~~ ~~Diagnostic Summary~~

16.3 Individualized Treatment Plan

~~64.2.9~~ The ~~diagnostic summary~~Individualized Treatment Plan (ITP) shall be ~~submitted~~developed by ~~CONTRACTOR~~the CFT, within ~~thirty (30) calendar~~ten (10) days of placement and shall include, but not be limited to:

~~64.2.9.2~~16.3.1 Identification of the Foster ~~Youth's~~Youth/NMD's strengths; placement in the STRTP. The ITP will address the Foster Youth/NMD's:

~~64.2.9.3~~16.3.1.1 ~~Medical and dental~~Individual social, mental health, and educational needs;

16.3.1.2 ~~Psychological~~Short and long term treatment goals;

~~64.2.9.4~~16.3.1.3 Methods and ~~psychiatric~~evaluations obtained; modality of treatment intervention(s) delineated;

~~64.2.9.5~~16.3.1.4 Mental health diagnosis; progress notes shall be

completed daily, whenever there is a significant change in condition or behaviors, or a significant event involving the Foster Youth/NMD. Progress notes will be utilized to update the Foster Youth/NMD's ITP accordingly.

~~64.3.0.0—Social, emotional, and behavioral challenges;~~

~~64.4.0.0—Initial crisis management assessment, including, but not limited to, identification of motivators, triggers, and means of de-escalation;~~

~~64.5.0.0—Case staffing review summaries;~~

~~64.6.0.0—Educational assessment;~~

~~64.7.0.0—Peer adjustment;~~

~~64.8.0.0—Relationship to staff;~~

~~64.9.0.0—Involvement in recreational and/or extra-curricular programs;~~

~~64.10.0.0—Involvement/relationship with parents, relatives, significant relationship connections, and Important Persons; and~~

~~64.11.0.0—Reunification plans.~~

~~64.12~~16.4 Quarterly Evaluation of Foster Youth/NMD

~~64.12.1~~16.4.1 CONTRACTOR shall submit ongoing written evaluations on each Foster Youth/NMD to Foster Youth's/NMD's Social Worker/Probation Officer on a quarterly basis, to be submitted within seven (7) calendar days following the quarterly reporting period. These evaluations shall include, but not be limited to:

~~64.12.1.1~~16.4.1.1 Updates for the Foster Youth/NMDs NSP as specified in Title 22 CCR, ILS §87068.2.

~~64.12.1.2~~16.4.1.2 Progress toward accomplishing the goals, strategies, and outcome objectives described in Paragraph 56 of this Exhibit A.

~~64.12.1.3~~16.4.1.3 -Foster Youth's/NMD's progress toward accomplishing his/her long-range goal(s), short-term objectives, tasks, and placement in a family setting.

~~64.12.1.4~~16.4.1.4 Identification of the Foster Youth's/NMD's areas of strength and concern.

~~64.12.1.5~~16.4.1.5 Identification of service needs of the Foster Youth's/NMD's family and the plan for permanency.

~~64.12.1.6~~16.4.1.6 Identification of Foster Youth's/NMD's unmet needs, and CONTRACTOR's recommendations and efforts made to meet these needs.

~~64.12.1.7~~16.4.1.7 Updated assessment of Foster Youth's/NMD's adjustment/acclimation to CONTRACTOR's facility, program, peers, school, and staff.

~~64.12.1.8~~16.4.1.8 Updated assessment of the Foster Youth's/NMD's progress towards transitional planning/independent living goals, if applicable.

~~64.12.1.9~~16.4.1.9 Current status of Foster Youth's/NMD's physical and psychological health, and a report of medical and mental health care received and medication(s) administered.

~~64.12.1.10~~16.4.1.10 Modification of the treatment plan, anticipated length of placement, and any barriers to permanency.

~~64.12.1.11~~16.4.1.11 A record of any serious behavioral problems and how these problems were treated, as well as the Foster Youth's/NMD's response to treatment.

~~64.12.1.12~~16.4.1.12 A record of parental contacts, conferences and visits; contacts with relatives, friends, and significant others, so far as they are made known, other Family Finding and Engagement Efforts, and any significant reactions thereto openly displayed by Foster Youth/NMD.

~~64.12.1.13~~16.4.1.13 The dates of contacts with Foster Youth's/NMD's Social Worker/Probation Officer during the quarter. This part of the report shall include the number of visits to Foster Youth/NMD, as well as phone calls placed and received.

~~64.12.1.14~~16.4.1.14 The dates of contacts with ~~psychiatrist(s), mental~~

~~health professionals, and~~ substance abuse treatment professionals and other mental health professionals during the quarter.

~~64.12.1.15~~16.4.1.15 Summary of current educational progress.

~~64.12.2~~16.4.2 CONTRACTOR shall also make available to Foster Youth's/NMD's Social Worker/Probation Officer copies of any pertinent information utilized for the quarterly evaluation, including, school reports, medical reports, and psychological/psychiatric reports as completed.

~~64.13~~16.5 Performance Outcomes Report

CONTRACTOR shall submit to the ~~PSP~~STRTP Program Manager on a semiannual basis or as determined by ~~ADMINISTRATOR~~ADMINISTRATOR, a performance outcomes report, in a format approved by ADMINISTRATOR. Data elements for each reporting cycle shall include, but ~~are~~ not limited to, the following:

~~64.13.1~~16.5.1.1 Number of Foster Youth/NMDs served at the beginning, transitioned during, and at the end cycle;

16.5.1.2 Age range of Foster Youth/NMDs served;

16.5.1.3 Number of placement admissions;

~~64.13.2~~16.5.1.4 Number of Foster Youth/NMD discharged including reason for discharge and subsequent transition location;

~~64.13.3~~16.5.1.5 Upon discharge, type of placement Foster Youth/NMD transitioned to;

16.5.1.6 Number of re-admissions;

16.5.1.7 Breakdown of educational options utilized (i.e., school of origin, public school, non-public school, continuation/access schools, and adult education/college courses);

16.5.1.8 Number of high school graduates;

16.5.1.9 Number of chronically truant Foster Youth/NMDs served;

16.5.1.10 Number of credit deficient Foster Youth/NMDs served;

16.5.1.11 Number of Foster Youth/NMDs that were able to go from credit deficient to grade level;

16.5.1.12 Number of Foster Youth/NMDs that passed the General

Education Development tests;

16.5.1.13 Number of Foster Youth/NMDs that became employed and total number who remained employed at end of cycle;

16.5.1.14 Number of Foster Youth receiving ILP services both in-house and through external agencies and frequency of those services;

~~64.13.4~~16.5.1.15 Type of Therapy Foster Youths/NMDs was involved in; and

~~64.13.5~~16.5.1.16 Type of supportive services offered.

~~64.14~~16.6 The semiannual performance outcomes report shall be submitted by the tenth (10th) calendar day of the month following each six (6) month reporting period. The reporting periods are January through June and July through December.

~~64.14.1~~16.6.1 CONTRACTOR shall submit a similar report on Foster Youth/NMD referred by the Probation Department to their Administrative Placement Monitoring and Investigations Unit Supervisor. Reporting criteria shall be developed by the Probation Department.

~~64.15~~16.7 Monthly Report of Incidents

~~64.15.1~~ CONTRACTOR shall provide STRTP Foster Care Liaisons and SSA Quality Assurance Department a monthly report of incidents of runaway episode over twenty-four (24) hours in length, Emergency Room visits, psychiatric hospitalization, and 911 calls. Monthly Report of Incidents will be due by the first business day of the following month.

~~1.3~~ Termination Summary

16.8 Transition Determination Plan

~~64.15.2~~16.8.1 CONTRACTOR shall ~~deliver to Foster Youth's/NMD's Social Worker/Probation Officer~~ within ~~seven (7)~~five (5) calendar days ~~of termination of~~prior to Foster ~~Youth's/NMD's placement,~~Youth/NMD transitioning from STRTP, submit a written closing summary of all issues regularly reported, as outlined in the quarterly evaluationCDSS/CCLD ILS STRTP Regulations, to Foster Youth/NMD's assigned Social Worker and/

or Probation Officer, including all records ~~relating to treatment provided to the Foster Youth/NMD, any~~ of monies (i.e., savings) owed to the Foster Youth/NMD, ~~and an~~ upon discharge. An inventory of Foster Youth's Youth/NMD's personal ~~belongings~~ property and clothing ~~released to Foster Youth/NMD shall be sent with the Transition Determination Plan or upon discharge of the Foster Youth/NMD.~~

~~64.15.3~~ 16.8.2 Upon Foster Youth/NMD's discharge, CONTRACTOR shall provide the assigned Social Worker/Probation Officer written documentation of Foster Youth's/NMD's medical and dental appointments, and follow-up care, including all medication that was prescribed to the Foster Youth/NMD.

~~64.16~~ 16.9 -Unauthorized Absence

~~64.16.1~~ 16.9.1 An unauthorized absence is defined as an event when a Foster Youth's/NMD's whereabouts are unknown by CONTRACTOR's staff or when a Foster Youth/NMD has ~~runaway~~ run away from placement.

~~64.16.2~~ 16.9.2 In the case of an unauthorized absence, CONTRACTOR shall immediately telephone Foster Youth's/NMD's Social Worker, Foster Youth's/NMD's Probation Officer when applicable, the local law enforcement agency, CCLD, and Foster Youth's/NMD's parents/guardians. CONTRACTOR shall make direct person-to-person contact with the Social Worker/Probation Officer or their designee and provide written notification within twenty-four (24) hours of the absence to the Social Worker/Probation Officer.

~~64.16.3~~ 16.9.3 CONTRACTOR shall submit incident report to Foster Youth's/NMD's Social Worker/Probation Officer within twenty-four (24) hours of the absence via the Foster Youth Information Database (CFS) and (714) 935-7725 (Probation Department). A copy of this written report is to also be submitted to the SSA STRTP Liaison, ~~PSP~~ STRTP Program Manager, or designee, and Probation Department's STRTP Liaison/Probation Monitor.

~~64.16.3.1~~ 16.9.3.1 If Foster Youth/NMD returns voluntarily,

CONTRACTOR shall immediately notify the Foster Youth's/NMD's Social Worker/Probation Officer, ~~PSP~~STRTP Program Manager, the local law enforcement agency, CCLD, Foster Youth's/NMD's parents/guardians and, as appropriate, the Foster Youth's/NMD's mental health and/or physical health provider.

~~64.16.3.2~~16.9.3.2 Following the Foster Youth's/NMD's return, CONTRACTOR shall provide an evaluation for Foster Youth/NMD emphasizing the significance of their absence and appropriate follow-up intervention. All discussion resulting from the evaluation shall be documented in Foster Youth's/NMD's record and information provided to the Foster Youth's/NMD's Social Worker/Probation Officer.

~~64.16.4~~16.9.4 In the event of an unauthorized absence (AWOL) CONTRACTOR ~~will~~shall notify ~~the~~ ADMINISTRATOR's designee, as outlined in Subparagraph ~~14.9.2~~16.9.2 of this Exhibit A. CONTRACTOR agrees to return the Foster Youth/NMD to ~~the~~ CONTRACTOR's care, except under the following circumstances:

16.9.4.1 ~~\_\_\_\_\_ (a).~~ CONTRACTOR and ADMINISTRATOR agree there is an imminent safety risk for the Foster Youth/NMD and/or the program should he/she be returned.

16.9.4.2 ~~\_\_\_\_\_ (b).~~ CONTRACTOR has been notified that the bed has been closed at the discretion of ~~the~~ ADMINISTRATOR.

16.9.4.3 ~~\_\_\_\_\_ (c).~~ The Foster Youth/NMD has exceeded the duration of ADMINISTRATOR's authorized bed hold or was absent more than fourteen (14) cumulative days within the month.

~~64.16.4.1~~16.9.5 In the event that fourteen (14)-day placement change notice has been requested by CONTRACTOR and the Foster Youth/NMD returns within the fourteen (14)-day period, ~~the~~ CONTRACTOR agrees to return the Foster Youth/NMD to ~~the~~ CONTRACTOR's care until a CFT meeting



can be facilitated.

~~64.16.4.2~~16.9.6 If the Foster Youth/NMD has not returned prior to the completion of the fourteen (14)-day notice period, CONTRACTOR is not obligated to take him/her back and the bed will be closed. ADMINISTRATOR will then assume responsibility for securing alternative placement arrangements for the Foster Youth/NMD.

~~64.16.4.3~~16.9.7 CONTRACTOR shall participate in a CFT meeting upon the request of ~~the~~ ADMINISTRATOR, when the Foster Youth/NMD returns to provide pertinent information relevant to determining appropriate placement options.

~~64.16.4.4~~16.9.8 CONTRACTOR shall maintain records of unauthorized absences in Foster Youth's/NMD's record.

~~64.16.4.5~~16.9.9 CONTRACTOR shall maintain and secure Foster Youth's/NMD's possessions in the event of an unauthorized absence.

## ~~65.17.~~ SPECIAL OR UNPLANNED INCIDENTS

### ~~65.17.1~~ Serious Illness, Accident/Injury, or Death

~~————~~ CONTRACTOR shall immediately telephone Social Worker and Probation Officer, if the Foster Youth/NMD has one, or official designee in case of their absence, and make direct person-to-person contact upon becoming aware of any serious illness, accident/injury, hospitalization, or death of a Foster Youth/NMD in CONTRACTOR's care. If the Social Worker or designees are unavailable, CONTRACTOR shall notify Orangewood Children and Family Center (OCFC) Intake Services at (714) 935-7080. In the event Probation Officer or designees are unavailable, CONTRACTOR shall notify Custody Intake at (714) 935-7632. In the case of death, CONTRACTOR shall also notify local law enforcement. CONTRACTOR shall follow the verbal report with the submission of an electronic Special Incident Report via the online ~~Foster Youth Information System (FYI System)~~FYI system within one (1) business day of such serious illness, accident/injury, hospitalization, or death occurs. In the event the FYI system is not available, CONTRACTOR shall submit the Special Incident Report via facsimile within one (1) business day of the incident to avoid ~~delinquency~~delay.



Standard protocol shall resume once the FYI system becomes available. CONTRACTOR shall provide Probation Officer a written report or via electronic/facsimile for incidents involving placements for Probation Department. The verbal and electronic/facsimile reports shall include, but not be limited to:

~~65.1.1~~ 17.1.1 Name of the Foster Youth/NMD;

~~65.1.2~~ 17.1.2 Date of serious illness, accident/injury or death;

~~65.1.3~~ 17.1.3 Nature of the illness/injury or the circumstances of the death;

~~65.1.4~~ 17.1.4 Name or names of CONTRACTOR's officers, employees or agents with knowledge of the event;

~~65.1.5~~ 17.1.5 Name of the attending physician;

~~65.1.6~~ 17.1.6 Name of the hospital;

~~65.1.7~~ 17.1.7 When applicable, the police report number, name of the police agency handling the incident, date of the police report, Foster Youth's race and ethnicity, and a summary of the circumstances.

~~65.2~~ 17.2 Other Special Incidents

~~65.2.1~~ 17.2.1 CONTRACTOR shall immediately telephone the Foster Youth's/NMD's Social Worker and Probation Officer, if the Foster Youth/NMD has one, and ~~PSP~~ STRTP Program Manager, or designee, and make contact if any of the following occurs:

~~65.2.1.1~~ 17.2.1.1 Assault;

~~65.2.1.2~~ 17.2.1.2 Medication errors;

~~65.2.1.3~~ 17.2.1.3 Foster Youth/NMD refused medication;

~~65.2.1.4~~ 17.2.1.4 Mis-administered medication;

~~65.2.1.5~~ 17.2.1.5 Missed medication;

~~65.2.1.6~~ 17.2.1.6 Accident/Minor injury;

~~65.2.1.7~~ 17.2.1.7 Self-injury;

~~65.2.1.8~~ 17.2.1.8 Sexual activity;

~~65.2.1.9~~ 17.2.1.9 Suspension from school;

~~65.2.1.10~~ 17.2.1.10 Unauthorized school absences;

~~65.2.1.11~~ 17.2.1.11 Contraband of illegal substance and/or weapons;

~~65.2.1.12~~ 17.2.1.12 Law enforcement intervention and/or arrest;

~~65.2.1.13~~ 17.2.1.13 Property damage and or vandalism;

~~65.2.1.14~~ 17.2.1.14 Personal rights complaint; and

~~65.2.1.15~~ 17.2.1.15 Any behavior or activities by any ~~volunteer or staff~~ CONTRACTOR's volunteers or personnel while on duty which substantially disrupts activities within CONTRACTOR's facility and jeopardizes the status, safety, or health of a Foster Youth/NMD placed by COUNTY.

~~65.2.2~~ 17.2.2 This verbal report shall be followed by the submission of a Special Incident Report form approved by ADMINISTRATOR, to Foster Youth's/NMD's Social Worker/Probation Officer and PSPSTRTP Program Manager, or designee, and STRTP Liaison/Probation Monitor within three (3) calendar days of the incident via the Foster Youth Information Database (CFS) and (714) 935-7725 (Probation Department).

17.2.3 ADMINISTRATOR may, ~~in~~ at his/her sole discretion, add, delete, waive or otherwise modify individual reporting requirements as stated in this Paragraph.

## 18. OUTSIDE CONTACTS

### CONTRACTOR shall:

18.1 Immediately inform COUNTY upon receiving any inquiry from an elected official, their representative, Foster Youth/NMD advocate, or the press, and immediately provide information in order to permit COUNTY to respond.

18.2 Consult with COUNTY prior to initiating and/or responding to contact with a Foster Youth/NMD advocate or the press.

18.3 Consult with COUNTY prior to initiating and/or responding to contact with an Orange County elected official or their representative.

~~65.2.3~~