

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 NEW ALTERNATIVES, INC.

6 FOR THE PROVISION OF TRANSITIONAL RESIDENTIAL HOME SERVICES
7 AT TUSTIN FAMILY CAMPUS
8

9 This AGREEMENT, entered into this 1st day of July ~~2017~~2020, which date is
10 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,
11 hereinafter referred to as "COUNTY," and NEW ALTERNATIVES, INC., a California non-profit
12 corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered
13 by the County of Orange Social Services Agency Director or designee, hereinafter referred to as
14 "ADMINISTRATOR."
15

16 WITNESSETH:
17

18 WHEREAS, COUNTY issued a Request for Proposal for the provision of Transitional
19 Residential Home Services at Tustin Family Campus (TFC) in 2016; and

20 WHEREAS, CONTRACTOR and COUNTY entered into an agreement for the provision
21 of Transitional Residential Home Services at TFC for the period of July 1, 2017, through June 30,
22 2020; and

23 WHEREAS, COUNTY desires to contract with CONTRACTOR for an additional one (1)
24 year term for the provision of Transitional Residential Home Services at TFC for the period of
25 July 1, 2020, through June 30, 2021; and

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

28 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

TABLE OF CONTENTS

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

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

Exhibit A

1. POPULATION TO BE SERVED 1

2. DEFINITIONS..... 2

3. THP-PLUS COUNTY CERTIFICATION 6

4. PRINCIPLES 7

5. SERVICES..... 8

6. PROGRAM POLICIES AND PROCEDURES 18

7. OTHER CONTRACTOR RESPONSIBILTIES 22

8. FACILITIES 24

9. RESIDENTIAL GUIDELINES 24

10. COUNTY RESPONSIBILITIES..... 29

11. REPORTING REQUIREMENTS 29

12. ASSESSMENT/OUTCOME AND EVALUATION 33

13. GOALS, STRATEGIES AND OUTCOMES 34

14. CASE RECORDS..... 36

15. CONTRACTOR’S STAFF TRAINING AND MEETINGS 38

16. BUDGET 39

17. MEDICAL COSTS..... 40

18. HANDLING COMPLAINTS..... 40

19. QUALITY CONTROL..... 41

20. BUSINESS CONTINUITY PLAN 42

21. CONTRACTOR PERFORMANCE MONITORING AND UTILIZATION REVIEWS ... 43

22. STAFF 44

1. TERM

The term of this Agreement shall commence on July 1, ~~2017~~2020, and terminate on June 30, ~~2020~~2021, unless earlier terminated pursuant to the provisions of Paragraph 40 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which 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.

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

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibits to the Agreement between County of Orange and New

1 Alternatives, Inc., for the Provision of Transitional Residential Home Services at [Tustin Family](#)
2 [Campus \(TFC\)](#), attached hereto and incorporated herein by reference. CONTRACTOR shall
3 operate continuously throughout the term of this Agreement with the number and type of staff
4 described and as required for provision of services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
6 changes in staffing allocations to reflect current workload demands or service needs as long as
7 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

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

1 or be hereafter amended.

2 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
3 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
4 federal financial assistance programs and/or activities.

5 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6 6.1 Delegation and Assignment

7 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
8 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
9 written consent of COUNTY. Any attempted delegation or assignment without prior written
10 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
11 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
12 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
13 benefits under the terms of this Agreement requiring COUNTY approval.

14 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
15 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
16 for the provision of services under the Agreement.

17 6.2 Change of Ownership

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

23 7. SUBCONTRACTS

24 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
25 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
26 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
27 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
28 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision

1 ADMINISTRATOR may require.

2 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

3 8.1 Form of Business Organization

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

7 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
8 partnership, corporation, etc.

9 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
10 of ownership or otherwise, to any parent organization or individual.

11 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
12 subsidiary business organization or to any individual who may be providing services, supplies,
13 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
14 under this Agreement.

15 8.2 Change in Form of Business Organization

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

22 8.3 Name Change

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

28 ///

1 9. USE OF COUNTY PROPERTY

2 9.1 During the entire term of this Agreement, CONTRACTOR shall provide services
3 at a two-story, residential style structure located at Tustin Family Campus, a facility wholly owned
4 and operated by County of Orange. CONTRACTOR has entered into a license agreement
5 GA1213-185-4 and subsequent amendment, with a term of June 3, 2015, to June 2, 2025, with
6 ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute all terms and
7 conditions of said agreement upon ADMINISTRATOR's presentation of said document to
8 CONTRACTOR. Failure to execute the license agreement will result in a breach of this
9 Agreement.

10 9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and
11 Housing Act and Americans with Disabilities Act accommodations for its own employees at
12 COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for
13 such accommodations at no cost to CONTRACTOR.

14 10. NON-DISCRIMINATION

15 10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
16 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
17 services or benefits, assignment of accommodations, treatment, evaluation, employment of
18 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
19 ancestry, physical disability, mental disability, medical condition, genetic information, marital
20 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
21 status, or any other protected group, in accordance with the requirements of all applicable federal
22 or State laws.

23 10.2 CONTRACTOR shall furnish any and all information requested by
24 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
25 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
26 10 et seq.

27 10.3 Non-Discrimination in Employment

28 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal

1 Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in
2 Department of Labor regulations (Title 41 CFR Part 60).

3 10.3.2 All solicitations or advertisements for employees placed by or on behalf of
4 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
5 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
6 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
7 gender expression, age, sexual orientation, military and veteran status, or any other protected
8 group, in accordance with the requirements of all applicable federal or State laws. Notices
9 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
10 for employees and job applicants.

11 10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
12 formal discrimination complaint to:

13 California Department of Fair Employment

14 2218 Kausen Drive, Suite 100

15 Elk Grove, CA 95758

16 Telephone: (800) 884-1684

17 (800) 700-2320 (TTY)

18 10.4 Non-Discrimination in Service Delivery

19 10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
20 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
21 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
22 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
23 amended; California Civil Code Section 51 et seq., as amended; California Government Code
24 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
25 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
26 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
27 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
28 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title

1 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 2 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
 3 amended. CONTRACTOR shall not implement any administrative methods or procedures which
 4 would have a discriminatory effect or which would violate the California Department of Social
 5 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
 6 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other
 7 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
 8 other laws, or the issue may be referred to the appropriate federal agency for further compliance
 9 action and enforcement of Subparagraph 10.4 et seq.

10 10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
 11 complaint any and all information as appropriate:

12 10.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
 13 (PUB 13)

14 10.4.2.2 Discrimination Complaint Form

15 10.4.2.3 Civil Rights Contacts:

16 County Civil Rights Contact:

17 Orange County Social Services Agency

18 Program Integrity

19 Attn: Civil Rights Coordinator

20 P.O. Box 22001

21 Santa Ana, CA 92702-2001

22 Telephone: (714) 438-8877

23 State Civil Rights Contact:

24 California Department of Social Services

25 Civil Rights Bureau

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

27 Sacramento, CA 94244-2430

28 Federal Civil Rights Contact:

1 U.S. Department of Health and Human Services
2 Office of Civil Rights
3 50 U.N. Plaza, Room 322
4 San Francisco, CA 94102

5 10.4.3 The following websites provide Civil Rights information, publications
6 and/or forms:

7 10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>
8 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

9 10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->
10 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*
11 *Programs*)

12 10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
13 (*SSA Contractor and Vendor Compliance page*)

14 11. NOTICES

15 11.1 All notices, requests, claims, correspondence, reports, statements authorized or
16 required by this Agreement, and/or other communications shall be addressed as follows:

17 COUNTY: County of Orange Social Services Agency
18 Contracts and Procurement Services
19 500 N. State College Blvd, Suite 100
20 Orange, CA 92868

21
22 CONTRACTOR: New Alternatives, Inc.
23 1202 W. Civic Center Dr., Suite 205
24 Santa Ana, CA 92703

25 11.2 All notices shall be deemed effective when in writing and deposited in the United
26 States mail, first class, postage prepaid and addressed as above. Any communications, including
27 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
28 Agreement addressed in any other fashion shall be deemed not given. The parties each may

1 designate by written notice from time to time, in the manner aforesaid, any change in the address
2 to which notices must be sent.

3 12. NOTICE OF DELAYS

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

8 13. INDEMNIFICATION

9 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
10 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
11 their elected and appointed officials, officers, employees, agents, and those special districts and
12 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
13 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
14 including, but not limited to, personal injury or property damage arising from or related to the
15 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
16 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
17 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
18 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
19 Neither party shall request a jury apportionment.

20 14. INSURANCE

21 14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
22 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
23 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
24 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
25 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
26 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
27 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
28 CONTRACTOR.

1 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
2 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
3 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
4 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
5 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
6 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
7 requirements to every subcontractor and to receive proof of insurance prior to allowing any
8 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
9 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
10 reasonable time.

11 14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
12 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
13 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
14 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
15 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
16 provision(s) in the Agreement, agrees to all of the following:

17 14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
18 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
19 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
20 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
21 same; and

22 14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
23 irrespective of any duty to indemnify or hold harmless; and

24 14.3.3 The provisions of California Civil Code Section 2860 shall apply to any
25 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
26 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
27 insured.

28 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full

1 term of this Agreement, COUNTY may terminate this Agreement.

2 14.5 Qualified Insurer

3 14.5.1 The policy or policies of insurance must be issued by an insurer with a
4 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
5 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
6 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business
7 in the state of California (California Admitted Carrier).

8 14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
9 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
10 the company's performance and financial ratings.

11 14.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
12 the minimum limits and coverage as set forth below:

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

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1 14.8 Required Coverage Forms

2 14.8.1 Commercial General Liability coverage shall be written on Insurance
3 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
4 broad.

5 14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
6 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

7 14.9 Required Endorsements

8 14.9.1 Commercial General Liability policy shall contain the following
9 endorsements, which shall accompany the Certificate of Insurance:

10 14.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
11 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
12 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
13 state AS REQUIRED BY WRITTEN CONTRACT.

14 14.9.1.2 A primary non-contributing endorsement using ISO form CG 20
15 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
16 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
17 contributing.

18 14.9.2 The Network Security and Privacy Liability policy shall contain the
19 following endorsements which shall accompany the Certificate of Insurance.

20 14.9.2.1 An Additional Insured endorsement naming the County of
21 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
22 for its vicarious liability.

23 14.9.2.2 A primary and non-contributing endorsement evidencing that
24 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
25 County of Orange shall be excess and non-contributing.

26 14.10 The Workers' Compensation policy shall contain a waiver of subrogation
27 endorsement waiving all rights of subrogation against the County of Orange, its elected and
28 appointed officials, officers, agents and employees or provide blanket coverage, which will state

1 AS REQUIRED BY WRITTEN CONTRACT.

2 14.11 All insurance policies required by this Agreement shall waive all rights of
3 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
4 employees when acting within the scope of their appointment or employment.

5 14.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
6 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
7 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
8 a material breach of the contract, upon which the COUNTY may suspend or terminate this
9 Agreement.

10 14.13 If CONTRACTOR's Professional Liability and Network Security & Privacy
11 Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional
12 Liability and Network Security & Privacy Liability coverage for two (2) years following
13 completion of this Agreement.

14 14.14 The Commercial General Liability policy shall contain a severability of interests
15 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

16 14.15 Insurance certificates should be mailed to COUNTY at the address indicated in
17 Paragraph 11 of this Agreement.

18 14.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
19 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
20 award may be made to the next qualified proponent.

21 14.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
22 decrease insurance of any of the above insurance types throughout the term of this Agreement.
23 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
24 appropriate to adequately protect COUNTY.

25 14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
26 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
27 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
28 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and

1 COUNTY shall be entitled to all legal remedies.

2 14.19 The procuring of such required policy or policies of insurance shall not be construed
3 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
4 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
5 available from the insurer.

6 15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

9 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against
10 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
11 under this Agreement. While CONTRACTOR is required to provide this information without
12 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
13 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

14 15.2 Any accident or incident relating to services performed under this Agreement that
15 involves injury or property damage which may result in the filing of a claim or lawsuit against
16 CONTRACTOR and/or COUNTY.

17 15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
18 relating to services performed by CONTRACTOR under this Agreement.

19 15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

20 15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
21 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
22 Agreement.

23 15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
24 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
25 of service location or jurisdiction.

26 16. CONFLICT OF INTEREST

27 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
28 or conditions that could result in a conflict with COUNTY interests. In addition to the

1 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
2 subcontractors associated with the provision of goods and services provided under this Agreement.
3 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
4 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
5 entertainment, payments, loans, or other considerations which could be deemed to influence or
6 appear to influence COUNTY staff or elected officers in the performance of their duties.

7 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
8 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
9 Agreement performance. While CONTRACTOR will be required to provide this information
10 without prompting from COUNTY any time there is a change regarding conflict of interest,
11 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

12 17. ANTI-PROSELYTISM PROVISION

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

17 18. SUPPLANTING GOVERNMENT FUNDS

18 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the
19 purposes of this Agreement with any funds made available under this Agreement.
20 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
21 COUNTY with respect to, that portion of its obligations which have been paid by another source
22 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
23 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,
24 State, or COUNTY funds under any federal, State, or COUNTY program without prior written
25 approval of ADMINISTRATOR.

26 19. EQUIPMENT

27 19.1 All items purchased with funds provided under this Agreement, or which are
28 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand

1 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
2 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
3 Equipment is limited to the performance of this Agreement. Upon the termination of this
4 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
5 COUNTY or its representatives, or dispose of them in accordance with the directions of
6 ADMINISTRATOR.

7 CONTRACTOR further agrees to the following:

8 19.1.1 To maintain all items of Capital Equipment in good working order and
9 condition, normal wear and tear excepted.

10 19.1.2 To label all items of Capital Equipment, do periodic inventories as required
11 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
12 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
13 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

14 19.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
15 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
16 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

17 19.1.4 To purchase a policy or policies of insurance covering loss or damage to
18 any and all Capital Equipment purchased under this Agreement, in the amount of the full
19 replacement value thereof, providing protection against the classification of fire, extended
20 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
21 parties' interests as they appear.

22 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
23 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
24 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
25 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
26 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
27 prior written approval has not been obtained from ADMINISTRATOR.

28 19.3 Computer Equipment

1 No computers and/or personal electronic devices, such as tablets and laptop
2 computers, or any component thereof, may be purchased with funds provided under this
3 Agreement.

4 20. BREACH SANCTIONS

5 20.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
6 conditions of this Agreement shall be a material breach of this Agreement. In such event,
7 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
8 available at law, in equity, or otherwise specified in this Agreement:

9 20.1.1 Afford CONTRACTOR a time period within which to cure the breach,
10 which period shall be established by ADMINISTRATOR; and/or

11 20.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
12 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
13 and/or

14 20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
15 COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

16 20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
17 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

18 21. PAYMENTS

19 21.1 COUNTY agrees to pay CONTRACTOR, monthly in arrears, for services rendered
20 to each YOUNG ADULT ~~in accordance with as established by the State of California under~~ WIC
21 Section 11403.3(a)(2) or as hereafter amended. Payments shall accrue from the date the YOUNG
22 ADULT enters the Tustin Family Campus (TFC) Transitional Housing Program - Plus (THP_
23 Plus)/ Transitional Housing Placement Program – Non Minor Dependent (THPP-NMD)+ Program
24 and terminate on the date before the YOUNG ADULT is terminated from the TFC THP_
25 Plus+/THPP-NMD Program. The daily rate shall be paid when an individual YOUNG ADULT
26 occupies a bed for less than a full calendar month. The daily rate is calculated by multiplying the
27 monthly rate times twelve (12) months and dividing by three hundred sixty-five (365) days. The
28 monthly rate shall be paid when individual YOUNG ADULT occupies a bed for a full calendar

1 month.

2 21.2 For purposes of payments pursuant to this Paragraph, CONTRACTOR shall be
3 entitled to a full day of payment for any services provided to YOUNG ADULT at any time during
4 the twenty-four (24) hour period after midnight.

5 21.3 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days
6 of the receipt of a payment for an Orange County placement, which is inconsistent with the period
7 of placement and results in an overpayment or an underpayment. The overpayment and/or
8 underpayment shall be identified by YOUNG ADULT's name, case number, caseload number and
9 the amount of underpayment and/or overpayment.

10 21.4 Claims

11 21.4.1 CONTRACTOR shall submit monthly claims to be received by
12 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
13 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
14 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
15 holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
16 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
17 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

18 21.4.2 All claims must be submitted on a form approved by ADMINISTRATOR.
19 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
20 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
21 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
22 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
23 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
24 shall retain all financial records in accordance with Paragraph 25 of this Agreement.

25 21.4.3 Payments should be released by COUNTY within a reasonable time period
26 of approximately thirty (30) days after receipt of a correctly completed claim form and required
27 supporting documentation.

28 ~~21.4.4 Year-End and Final Claims~~

1 ~~21.4.4.1 — CONTRACTOR shall submit a final claim by no later than~~
2 ~~August 30, 2021. Claims received after August 30th may, at ADMINISTRATOR's sole discretion,~~
3 ~~not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be~~
4 ~~received, upon written notice to CONTRACTOR.~~

5 ~~21.4.4.2 — The basis for final settlement shall be the actual allowable costs~~
6 ~~as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant~~
7 ~~to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that~~
8 ~~any overpayment has been made, COUNTY may offset the amount of the overpayment against~~
9 ~~the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall~~
10 ~~pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing~~
11 ~~herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has~~
12 ~~been made.~~

13 ~~21.4.5 Seventy Five Percent Authorization Notification:~~

14 ~~CONTRACTOR shall maintain a system of record keeping that will allow~~
15 ~~CONTRACTOR to determine when it has incurred seventy five percent (75%) of the total contract~~
16 ~~authorizations under this Agreement. Upon occurrence of this event, CONTRACTOR shall send~~
17 ~~written notification to ADMINISTRATOR.~~

18 22. OVERPAYMENTS

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

1 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
2 Paragraph.

3 23. OUTSTANDING DEBT

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

7 ~~24. REVENUE~~

8 ~~24.1 Whenever CONTRACTOR receives any money specifically designated for use in~~
9 ~~programs funded through this Agreement, such monies shall be considered to be a cost off set and~~
10 ~~treated as a reduction against the amount claimed by CONTRACTOR.~~

11 ~~24.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in~~
12 ~~use to any cost or expense of CONTRACTOR in which COUNTY participates.~~

13 ~~25.~~24. FINAL REPORT

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

19 ~~26. INDEPENDENT AUDIT~~

20 ~~26.1 CONTRACTOR shall employ a licensed certified public accountant who shall~~
21 ~~prepare and file with ADMINISTRATOR an annual organization wide audit of related~~
22 ~~expenditures during the term of this Agreement in compliance with 31 USC 7501 7507, as well~~
23 ~~as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,~~
24 ~~Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to~~
25 ~~the aforementioned regulations for any year covered during the term of this Agreement,~~
26 ~~CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of~~
27 ~~CONTRACTOR's financial statements. The audit must be performed in accordance with~~
28 ~~generally accepted government auditing standards.~~

1 ~~26.2—It is mutually understood that CONTRACTOR’s yearly fiscal cycle covers July 1~~
2 ~~through June 30. CONTRACTOR shall provide ADMINISTRATOR its organization wide audit~~
3 ~~within fourteen (14) calendar days of CONTRACTOR’s receipt. Failure of CONTRACTOR to~~
4 ~~comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment~~
5 ~~under this or any subsequent Agreement with CONTRACTOR until such time as the required audit~~
6 ~~is provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR’s audit~~
7 ~~submission deadline upon notice to CONTRACTOR.~~

8 27.25. RECORDS, INSPECTIONS, AND AUDITS

9 ~~27.1~~25.1 Financial Records

10 ~~27.1.1~~25.1.1 CONTRACTOR shall prepare and maintain accurate and complete
11 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
12 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
13 State, and federal audits are completed, whichever is later.

14 ~~27.1.2~~25.1.2 CONTRACTOR shall establish and maintain reasonable
15 accounting, internal control, and financial reporting standards in conformity with generally
16 accepted accounting principles established by the American Institute of Certified Public
17 Accountants and to the satisfaction of ADMINISTRATOR.

18 ~~27.2~~25.2 Client Records

19 ~~27.2.1~~25.2.1 CONTRACTOR shall prepare and maintain accurate and complete
20 records of clients served and dates and type of services provided under the terms of this Agreement
21 in a form acceptable to ADMINISTRATOR.

22 ~~27.2.2~~25.2.2 CONTRACTOR shall keep all COUNTY data provided to
23 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the
24 date of final payment under this Agreement, or until all pending COUNTY, State, and federal
25 audits are completed, whichever is later. These records shall be stored in Orange County, unless
26 CONTRACTOR requests and COUNTY provides written approval for the right to store the
27 records in another county. Notwithstanding anything to the contrary, upon termination of this
28 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY

1 in accordance with Subparagraph 40.2.

2 ~~27.2.3~~25.2.3 COUNTY may refuse payment for a claim if client records are
3 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined
4 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment
5 as an overpayment within the provisions of this Agreement.

6 ~~27.3~~25.3 Public Records

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

10 ~~27.4~~25.4 Inspections and Audits

11 ~~27.4.1~~25.4.1 The U.S. Department of Health and Human Services, Comptroller
12 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
13 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
14 representatives, shall have access to any books, documents, papers, and records, including medical
15 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement.
16 Further, all the above-mentioned persons have the right at all reasonable times to inspect or
17 otherwise evaluate the work performed or being performed under this Agreement and the premises
18 in which it is being performed.

19 ~~27.4.2~~25.4.2 CONTRACTOR shall make its books and records available within
20 the borders of Orange County within ten (10) days of receipt of written demand by
21 ADMINISTRATOR.

22 ~~27.4.3~~25.4.3 In the event CONTRACTOR does not make available its books and
23 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
24 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
25 obtain CONTRACTOR's books and records.

26 ~~27.4.4~~25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
27 COUNTY's liability to the State or Federal Government or any agency thereof resulting from any
28 disallowances or other audit exceptions to the extent that such liability is attributable to

1 CONTRACTOR's failure to perform under this Agreement.

2 ~~27.5~~25.5 Evaluation Studies

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

6 ~~28.26.~~ PERSONNEL DISCLOSURE

7 ~~28.1~~26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing
8 services through this Agreement, paid and unpaid, including those identified in Paragraph 22 of
9 Exhibit A.

10 ~~28.2~~26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list
11 of all Personnel providing services hereunder, including résumés and job applications. Changes
12 to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a
13 résumé and/or job application. The list shall include:

14 ~~28.2.1~~26.2.1 Names and dates of birth of all Personnel by title, whose direct
15 services are required to provide the programs described herein;

16 ~~28.2.2~~26.2.2 A brief description of the functions of each position and the hours
17 each person works each week, or for part-time Personnel, each day or month, as appropriate;

18 ~~28.2.3~~26.2.3 The professional degree, if applicable, and experience required for
19 each position; and

20 ~~28.2.4~~26.2.4 The language skill, if applicable, for all Personnel.

21 ~~28.3~~26.3 Where authorized by law, and in a manner consistent with California
22 Government Code §12952, CONTRACTOR shall require prospective Personnel to provide
23 detailed information regarding the conviction of a crime, by any court, for offenses other than
24 minor traffic offenses. Information discovered subsequent to the hiring or promotion of any
25 prospective Personnel shall be cause for termination from the performance of services under this
26 Agreement.

27 ~~28.4~~26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
28 COUNTY, a clearance on the following public websites of the names and dates of birth for all

1 Personnel who will have direct, interactive contact with clients served through this Agreement:
2 U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law
3 Sex Offender Registry (www.meganslaw.ca.gov).

4 ~~28.5~~26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to
5 COUNTY, a criminal record background check on all Personnel who will have direct, interactive
6 contact with clients served through this Agreement. Background checks conducted through the
7 California Department of Justice shall include a check of the California Central Child Abuse Index,
8 when applicable. Candidates will satisfy background checks consistent with this Paragraph and
9 their performance of services under this Agreement.

10 ~~28.6~~26.6 CONTRACTOR shall ensure that clearances and background checks
11 described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel
12 providing services under this Agreement.

13 ~~28.7~~26.7 In the event a record is revealed through the processes described in
14 Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on
15 appropriateness of Personnel providing services through this Agreement.

16 ~~28.8~~26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR
17 to provide services under this Agreement have satisfactory past work records and/or reference
18 checks indicating their ability to perform the required duties and accept the kind of responsibility
19 anticipated under this Agreement. CONTRACTOR shall maintain records of background
20 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
21 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
22 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
23 are completed, whichever is later, in compliance with all applicable laws.

24 ~~28.9~~26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
25 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
26 Personnel performing services under this Agreement, when such information becomes known to
27 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
28 provide services under this Agreement and shall provide notice of such determination to

1 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
2 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 20 above.

3 ~~28.10~~26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
4 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

5 ~~28.11~~26.11 COUNTY shall have the right to require CONTRACTOR to remove any
6 Personnel from the performance of services under this Agreement. At the request of COUNTY,
7 CONTRACTOR shall immediately replace said Personnel.

8 ~~28.12~~26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is
9 terminated for cause from working on this Agreement.

10 ~~28.13~~26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this
11 Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance
12 with the terms and conditions of this Agreement.

13 ~~29.27.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

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

28 ///

1 30.28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

2 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
3 that all employees, agents, subcontractors, and all other individuals performing services under this
4 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
5 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
6 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
7 agents, subcontractors, and all other individuals performing services under this Agreement to sign
8 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
9 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
10 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
11 they now exist or as they may hereafter be amended.

12 31.29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
13 LAW

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

18 32.30. CONFIDENTIALITY

19 32.130.1 CONTRACTOR agrees to maintain the confidentiality of its records
20 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other
21 provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality,
22 as each may now exist or be hereafter amended.

23 32.230.2 All records and information concerning any and all persons referred to
24 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
25 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
26 individuals performing services under this Agreement. CONTRACTOR shall require all of its
27 employees, agents, subcontractors, and all other individuals performing services under this
28 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any

1 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
2 of this Agreement.

3 ~~32.3~~30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,
4 and all other individuals performing services under this Agreement of this provision and that any
5 person violating the provisions of said California state law may be guilty of a crime.

6 ~~32.4~~30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be
7 subject to the confidentiality requirements of this Agreement.

8 ~~32.5~~30.5 CONTRACTOR agrees to maintain the confidentiality of its records with
9 respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes,
10 caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or
11 may hereafter be amended.

12 ~~32.5.1~~30.5.1 No access, disclosure, or release of information regarding a child
13 who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If
14 authorization is in doubt, no such information shall be released without the written approval of a
15 Judge of the Juvenile Court.

16 ~~32.5.2~~30.5.2 CONTRACTOR must receive prior written approval of the Juvenile
17 Court before allowing any child to be interviewed, photographed, or recorded by any publication
18 or organization, or to appear on any radio, television, or internet broadcast or make any other
19 public appearance. Such approval shall be requested through child's Social Worker.

20 ~~33.~~31. SECURITY

21 ~~33.1~~31.1 Security Requirements

22 ~~33.1.1~~31.1.1 CONTRACTOR agrees to maintain the confidentiality of all
23 COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to
24 privacy and confidentiality that currently exists or exists at any time during the term of this
25 Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain
26 during the term of this Agreement administrative, physical, and technical safeguards to reasonably
27 protect private and confidential client information, to protect against anticipated threats to the
28 security or integrity of COUNTY data, and to protect against unauthorized physical or electronic

1 access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

2 ~~33.1.1.1~~31.1.1.1 Storage of confidential paper files that ensures
3 records are secured, handled, transported, and destroyed in a manner that prevents unauthorized
4 access.

5 ~~33.1.1.2~~31.1.1.2 Control of access to physical and electronic records
6 to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of
7 contract services.

8 ~~33.1.1.3~~31.1.1.3 Control to prevent unauthorized access and to
9 prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

10 ~~33.1.1.4~~31.1.1.4 Firewall protection.

11 ~~33.1.1.5~~31.1.1.5 Use of encryption methods of electronic COUNTY
12 data while in transit from CONTRACTOR networks to external networks, when applicable.

13 ~~33.1.1.6~~31.1.1.6 Measures to securely store all COUNTY data,
14 including, but not be limited to, encryption at rest and multiple levels of authentication and
15 measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior
16 written consent. CONTRACTOR further represents and warrants that it has implemented and will
17 maintain during the term of this Agreement administrative, technical, and physical safeguards and
18 controls consistent with State and federal security requirements.

19 ~~33.2~~31.2 Security Breach Notification

20 ~~33.2.1~~31.2.1 CONTRACTOR shall have policies and procedures in place for the
21 effective management of Security Breaches, as defined below. In the event of any actual,
22 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
23 experiences or learns of that either compromises or could reasonably be expected to comprise
24 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
25 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
26 notification, CONTRACTOR shall, at its own expense, immediately:

27 ~~33.2.1.1~~31.2.1.1 Investigate to determine the nature and extent of the
28 Security Breach.

1 ~~33.2.1.2~~31.2.1.2 Contain the incident by taking necessary action,
2 including, but not limited to, attempting to recover records, revoking access, and/or correcting
3 weaknesses in security.

4 ~~33.2.1.3~~31.2.1.3 Report to COUNTY the nature of the Security
5 Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or
6 received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any
7 harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR
8 has taken or will take to prevent future similar unauthorized use or disclosure.

9 ~~33.2.2~~31.2.2 The COUNTY, in its sole discretion and on a case-by-case basis,
10 will determine what actions are necessary in response to the Security Breach and who will perform
11 these actions. Actions may include, but are not limited to: notifications; investigation and
12 remediation costs, including notification of all whose personal information was disclosed; outside
13 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
14 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
15 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
16 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
17 required actions.

18 ~~34.~~32. COPYRIGHT ACCESS

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

22 ~~35.~~33. WAIVER

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

1 ~~36.34.~~ 34. SERVICES DURING EMERGENCY AND/OR DISASTER

2 ~~36.134.1~~ 34.1 CONTRACTOR acknowledges that service usage may surge during or after
3 an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
4 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
5 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
6 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
7 described above may require resources or support beyond the local government's capability and
8 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
9 council, county board of supervisors, or state) and may be declared at the federal level by the
10 President of the United States.

11 ~~36.234.2~~ 34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis,
12 to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients
13 COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments
14 may include, but are not limited to: providing services at different location(s), assigning staff to
15 work days or hours beyond typical work schedules or that may exceed contracted Full Time
16 Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed,
17 and prioritizing services for staff as requested by COUNTY.

18 ~~36.334.3~~ 34.3 CONTRACTOR shall service COUNTY during emergencies and/or
19 declared disaster under the same terms and conditions that apply during non-emergency/disaster
20 conditions. With the exception of overtime hours which require pre-authorization, reimbursement
21 of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the
22 same rates that apply during non-emergency/disaster condition.

23 ~~37.35.~~ 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

24 ~~37.135.1~~ 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
25 The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
26 commercial advertisement, promotional purposes, announcements, displays, or press releases,
27 without COUNTY's prior written consent is expressly prohibited.

28 ///

1 ~~37.23~~35.2 CONTRACTOR may develop and publish information related to this
2 Agreement where all of the following conditions are satisfied:

3 ~~37.2.1~~35.2.1 ADMINISTRATOR provides its written approval of the content and
4 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
5 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

6 ~~37.2.2~~35.2.2 Unless directed otherwise by ADMINISTRATOR, the information
7 includes a statement that the program, wholly or in part, is funded through County, State, and
8 Federal Government funds;

9 ~~37.2.3~~35.2.3 The information does not give the appearance that the COUNTY, its
10 officers, employees, or agencies endorse:

11 ~~37.2.3.1~~35.2.3.1 Any commercial product or service; and

12 ~~37.2.3.2~~35.2.3.2 Any product or service provided by
13 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

14 ~~37.2.4~~35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter,
15 YouTube, or other publicly available social media sites) to publish information related to this
16 Agreement, CONTRACTOR shall develop social media policies and procedures and have them
17 available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media
18 Use Policy and Procedures as they pertain to any social media developed in support of the services
19 described within this Agreement. The policy is available on the Internet at
20 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

21 ~~38.36.~~ ENERGY EFFICIENCY STANDARDS

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

24 ~~39.37.~~ ENVIRONMENTAL PROTECTION STANDARDS

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

1 assures that:

2 ~~39.1~~37.1 No facility to be utilized in the performance of the proposed grant has been
3 listed on the EPA List of Violating Facilities;

4 ~~39.2~~37.2 It will notify COUNTY prior to award of the receipt of any communication
5 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized
6 for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

7 ~~39.3~~37.3 It will notify COUNTY and EPA about any known violation of the above
8 laws and regulations.

9 ~~40.38.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
10 CERTAIN FEDERAL TRANSACTIONS

11 ~~40.1~~38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
12 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions
13 set down by the Office of Management and Budget (OMB) and published in the Federal Register
14 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
15 regulations, it is mutually understood that any contract which utilizes federal monies in excess of
16 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided
17 by ADMINISTRATOR that cites the following:

18 ~~40.1.1~~38.1.1 The definitions and prohibitions contained in the clause at Federal
19 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
20 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
21 38.1.2.1 of this certification.

22 ~~40.1.2~~38.1.2 The offeror, by signing its offer, hereby certifies to the best of his or
23 her knowledge and belief as of December 23, 1989, that

24 ~~40.1.2.1~~38.1.2.1 No federal appropriated funds have been paid or will
25 be paid to any person for influencing or attempting to influence an officer or employee of any
26 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
27 of Congress on his or her behalf in connection with the awarding of any federal contract, the
28 making of any federal grant, the making of any federal loan, the entering into of any cooperative

1 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
2 contract, grant, loan or cooperative agreement;

3 ~~40.1.2.2~~38.1.2.2 If any funds other than federal appropriated funds
4 (including profit or fee received under a covered federal transaction) have been paid, or will be
5 paid, to any person for influencing or attempting to influence an officer or employee of any agency,
6 a Member of Congress, an officer or employee of Congress, or an employee of a Member of
7 Congress on his or her behalf in connection with this solicitation, the offeror shall complete and
8 submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the
9 Contracting Officer; and

10 ~~40.1.2.3~~38.1.2.3 He or she will include the language of this
11 certification in all subcontract awards at any tier and require that all recipients of subcontract
12 awards in excess of \$100,000 shall certify and disclose accordingly.

13 ~~40.1.3~~38.1.3 Submission of this certification and disclosure is a prerequisite for
14 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who
15 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure
16 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than
17 \$10,000, and not more than \$100,000, for each such failure.

18 ~~41.39.~~39. POLITICAL ACTIVITY

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

22 ~~42.40.~~40. TERMINATION PROVISIONS

23 ~~42.140.1~~40.1 ADMINISTRATOR may terminate this Agreement without penalty,
24 immediately with cause or after thirty (30) days written notice without cause, unless otherwise
25 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be
26 limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud
27 on the part of CONTRACTOR, discontinuance of the services for reasons within
28 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY

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

5 ~~42.2~~40.2 For ninety (90) calendar days prior to the expiration date of this Agreement,
6 or upon notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to
7 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
8 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
9 parties. During the Transition Period, service and data access shall continue to be made available
10 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
11 transitioning all data in the format determined by COUNTY.

12 ~~42.3~~40.3 In the event of termination of this Agreement, cessation of business by
13 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
14 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
15 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
16 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
17 Agreement.

18 ~~42.4~~40.4 The obligations of COUNTY under this Agreement are contingent upon the
19 availability of federal and/or State funds, as applicable, for the reimbursement of
20 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the
21 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
22 remains in effect or operation. In the event that such funding is terminated or reduced,
23 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum
24 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
25 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
26 notification of such determination. CONTRACTOR shall immediately comply with
27 ADMINISTRATOR’s decision.

28 ~~42.5~~40.5 If any term, covenant, condition, or provision of this Agreement or the

1 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this
2 Agreement shall remain in full force and effect and shall in no way be affected, impaired, or
3 invalidated thereby.

4 43.41. GOVERNING LAW AND VENUE

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

12 44.42. SIGNATURE IN COUNTERPARTS

13 44.142.1 The parties agree that separate copies of this Agreement may be signed by
14 each of the parties, and this Agreement will have the same force and effect as if the original had
15 been signed by all the parties.

16 44.242.2 CONTRACTOR represents and warrants that the person executing this
17 Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority
18 to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and
19 that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

20 ///

21 ///

22 ///

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

By: _____ By: _____
TIMOTHY H. FARLEY CHAIR OF THE BOARD OF SUPERVISORS
ASSISTANT EXECUTIVE DIRECTOR COUNTY OF ORANGE, CALIFORNIA
NEW ALTERNATIVES, INC.

Dated: _____ Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.

FOR THE PROVISION OF TRANSITIONAL RESIDENTIAL HOME SERVICES
AT TUSTIN FAMILY CAMPUS

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide transitional housing and supportive services to up to fourteen (14) young adults per month to aid in their transition to independent living.

1.2 Participants shall be voluntary young adults defined as follows:

1.2.1 Emancipated Young Adults: Former child welfare dependents and/or former probation wards ages eighteen (18) to twenty-four-(24) years (or as otherwise authorized by Federal and State regulations), who were in out-of-home placement on or after their 18th birthday; or former dependents/wards up to age of twenty-five (25) years who meet the following criteria: completing secondary education or program leading to equivalent credential or is enrolled in an institution that provides post-secondary education.

1.2.2 Non-Minor Dependents (NMDs): Current child welfare dependents and/or current probation wards ages eighteen (18) to twenty-one (21) years, who have chosen to have an open case with a County of Orange Assigned Social Worker (ASW) and/or Deputy Probation Officer (DPO) providing case management services, may be admitted ~~on an exceptional basis~~ with ADMINISTRATOR’s approval.

1.3 Emphasis will be placed upon meeting the needs of young adults/NMDs, hereinafter referred to as “PROGRAM PARTICIPANTS” that are challenged with achieving self-sufficiency and stability due to one (1) or more of the following risk factors. As such, services provided must be trauma-informed and align with the Youth Thrive framework and the California

ICPM:

1.3.1 History of substance use and/or abuse

1.3.2 History of behavioral health issues (i.e., ~~recent~~ psychiatric hospitalizations, prescribed psychotropic medications)

1.3.3 Multiple foster care placements ~~within the Foster Care System~~

1.3.4 Previous and/or current ~~engagement with the Justice System~~ juvenile justice involvement

1.3.5 No high school diploma or General Educational Development (GED)

1.3.6 Lack of family/social support network

1.3.7 Learning disabilities and/or other cognitive challenges

1.3.8 Little or no work experience

1.3.9 Pregnant or non-custodial parents

1.3.10 Physical challenges

2. DEFINITIONS

2.1 Assigned Social Worker (ASW): SSA employee assigned as the case-carrying social worker responsible for a NMD's placement and care.

~~2.1.2 Ansell-Casey Life Skills Assessment: The assessment tool used before developing the Transitional Independent Living Plan (TILP) with the Young Adult on a six (6) months basis. The tool can be accessed at the following Internet site: <http://www.cdss.ca.gov/edssweb/entres/forms/English/TILP1.pdf>.~~

~~2.2 CalWORKs: The California Work Opportunity and Responsibility to Kids Act of 1997 as described in WIC Section 11200 et seq.~~

2.3 Case Manager: Employee of CONTRACTOR who is responsible for providing all of the case management duties for Young Adults in the program.

2.4 California Integrated Core Practice Model (ICPM): Provides guidance and standard of practice expected in serving children, youth, and families, and provides direction in the delivery of timely, effective, and collaborative services. Additionally, the ICPM helps create a culturally relevant and trauma-informed systems of care that strengthens the voice and choice of

1 the child, youth, and family and builds consensus around their strengths and needs in service
 2 planning and delivery

3 2.32.5 Children and Family Services (CFS) Liaison: Senior Social Worker responsible
 4 for monitoring transitional housing programs.

5 ~~2.4 — Culturally Responsive: General knowledge of diverse cultural values and morals~~
 6 ~~of individuals from diverse ethnic groups references including ;, the ability to recognize, respect,~~
 7 ~~affirm, and value the worth of individuals from different ethnic groups; and the ability to interact~~
 8 ~~responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic~~
 9 ~~groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of~~
 10 ~~individuals, families, and communities as well as protecting the dignity of each person.~~

11 2.6 Deputy Probation Officer (DPO): County of Orange Deputy Probation Officer.

12 2.7 Extended Foster Care (EFC): The period of time that provides PROGRAM
 13 PARTICIPANTS or Program Applicants extended time as a non-minor dependent between
 14 eighteen (18) and twenty-one (21) years of age as defined in Subparagraph 2.18.

15 2.8 Harm-Reduction Model: Harm Reduction refers to policies, programs, and
 16 practices that aim to minimize negative health, social, and legal impacts associated with various
 17 human behaviors both legal and illegal – such as substance use behaviors, risky sexual behavior
 18 and human sex trafficking.

19 ~~2.52.9~~ Independent Living Skills (ILS): CONTRACTOR's Independent Living Skills
 20 training program to support successful transition to adulthood. A program to help Young Adults
 21 formulate skills in attainment of educational goals, income maintenance, housing information,
 22 vocational goal achievement, daily living skills, and interpersonal skills. The ILS program is used
 23 to support, and in conjunction with the TILP.

24 2.10 Multidisciplinary Team: A team of individuals from diverse expertise that meet to
 25 review elements of the PROGRAM PARTICIPANT's case plan. The CONTRACTOR Case
 26 Manager may be responsible for initiating the ~~MDT—multidisciplinary~~ meeting. ~~MDT~~
 27 Multidisciplinary mMembers may consist of the following: CONTRACTOR's Case Manager;
 28 Social Services Agency—Program—Staff; Behavioral Health Services (~~BHS~~) staff; educational

1 provider when applicable; any other individual whose relevant expertise would benefit the
 2 multidisciplinary meeting~~MDT~~.

3 2.62.11 Needs and Services Plan: The written plan required by Title 22, California
 4 Code of Regulations (CCR), Sections 84068.2 and 84268.2.

5 2.12 One-Stop ~~Career~~Centers: Employment-based facilities, established statewide, that
 6 integrate COUNTY and other service providers into single workforce centers which provide
 7 comprehensive career services and labor market information to PROGRAM PARTICIPANTS
 8 seeking jobs under various federal and state funded programs.

9 2.72.13 Parole Agent: A law enforcement officer who supervises offenders who
 10 have been released from incarceration.

11 ~~2.8 — Program Staff: County of Orange Social Services Agency Program staff.~~

12 2.14 Remote Site: Placement where the participant lives in a single housing unit rented
 13 or leased by the CONTRACTOR. The PROGRAM PARTICIPANT lives independently but still
 14 receives regular supervision from the CONTRACTOR.

15 2.15 Single Site: Placement where the PROGRAM PARTICIPANT lives in an
 16 apartment, condominium, or single-family dwelling, rented or leased by the CONTRACTOR, in
 17 which one (1) or more adult employees of the CONTRACTOR is present on site twenty-four (24)
 18 hours.

19 2.16 Transitional Independent Living Plan (TILP): A plan established by the ASW or
 20 DPO in collaboration with the PROGRAM PARTICIPANT to develop and document meaningful
 21 and attainable goals that will support the PROGRAM PARTICIPANT's transition to self-
 22 sufficiency and independent living, and meet at least one (1) participation requirement for the
 23 PROGRAM PARTICIPANT to remain eligible for EFC as defined in Subparagraph 2.7.

24 2.92.17 Transitional Housing Program-Plus (THP-Plus): ~~The Transitional Housing~~
 25 Program THP-Plus is a program that has been certified and approved by SSA to provide supervised
 26 transitional housing opportunities to eligible young adults, ages twenty-one (21) through
 27 ~~24~~twenty-five (25), pursuant to Health and Safety Code Section 1559.110 and 1559.115 and WIC
 28 11400(r) and (s).

1 2.18 Transitional Housing Placement Program for Non-Minor Dependent (THPP-
 2 NMD): THPP-NMD is a program that has been licensed by the California Department of Social
 3 Services, Community Care Licensing Division to provide safe housing and supportive services to
 4 NMDs, and assistance in developing needed skills to transition to independent living based on the
 5 NMD's TILP ~~as defined in Subparagraph 2.16~~ and Needs and Service Plan ~~as defined in~~
 6 ~~Subparagraph.~~

7 2.19 Unauthorized Absence: An event when a PROGRAM PARTICIPANT's
 8 whereabouts are unknown to ADMINISTRATOR and CONTRACTOR fourteen (14) days or
 9 more.

10 2.20 Workforce Innovation and Opportunity Act (WIOA) Service Providers – Providers
 11 eligible to receive WIOA funds and who are approved to provider services for job seekers to access
 12 employment, education, training, and support services and match employers with the skilled
 13 workers.

14 ~~2.10~~ 2.21 Youth Thrive: Center for the Study of Social Policy framework for
 15 advancing healthy adolescent development and well-being organized around the protective and
 16 promotive factors of knowledge of adolescent development, social connections, cognitive and
 17 social/emotional competence, and concrete supports in times of need and resilience.

18 ~~2.11~~ — ~~ELIGIBILITY REQUIREMENTS~~

19 ~~2.12~~ — ~~CONTRACTOR shall accept eligible young adults to participate in Transitional~~
 20 ~~Housing Program Plus (THP Plus) who:~~

21 ~~2.12.1 Show commitment to begin and remain enrolled in educational classes or~~
 22 ~~training program; seek, secure, and maintain employment; and develop and adhere to a savings~~
 23 ~~plan.~~

24 ~~2.12.2 Complete a detailed application related to why he/she wants to enter the~~
 25 ~~program and what he/she wants to gain from the program.~~

26 ~~2.12.3 Sign a Waiver and Release as set forth in Subparagraph 8.3 of this Exhibit~~
 27 ~~A.~~

28 ~~2.12.4 Show monthly proof of satisfactory progress in meeting their Transitional~~

~~Independent Living Plan (TILP):~~

~~Participate in the development of, and sign a Needs and Services Plan that is consistent with the TILP.~~

~~COUNTY RESPONSIBILITIES~~

~~ADMINISTRATOR will:~~

~~2.13 Obtain, whenever possible, PROGRAM PARTICIPANT's existing available clothing and deliver it to CONTRACTOR within five (5) calendar days of entering the THP Plus program at the TFC.~~

~~Provide assistance with emergencies pursuant to guidelines or policies established for the THP Plus program at the TFC as described in Subparagraph 15.6 and 15.8 of this Exhibit A.~~

3. THP-PLUS COUNTY CERTIFICATION

3.1 Throughout the term of this Agreement, CONTRACTOR shall demonstrate the capacity for compliance with WIC Sections 11403.2 and 16522.1, and Health and Safety Code Section 1559.110 in order to maintain THP-Plus COUNTY Certification, which may also include State approval. The aforementioned covers the following categories:

3.2 Eligibility

3.2.1 Non-discrimination.

3.2.2 Tenant rights (due process, free from arbitrary and capricious rules, right to confidentiality, right to privacy, Participant - Contractor Contract).

3.2.3 Housing statutes (fair housing, housing laws and fire clearance).

3.2.4 Employee regulations (criminal background checks, employment criteria, training program).

3.2.5 A monthly stipend provided to each PROGRAM PARTICIPANT in the program.

3.2.6 Payment of utilities, telephone and rent.

3.2.7 Referrals to ~~Workforce Investment Act~~ WIOA providers ~~partners~~ and One-Stop Centers for employment training as well as other resources within the community.

1 4. PRINCIPLES

2 4.1 THP-Plus/THPP-NMD is grounded in the following four (4) key principles that
3 provide a framework for preparing PROGRAM PARTICIPANTS for independent living and self-
4 sufficiency:

5 4.1.1 Recognize that PROGRAM PARTICIPANTS are adults with all the legal
6 rights and responsibilities of adults.

7 4.1.2 Have program rules that are distinct from those that apply to minors
8 currently in the foster care.

9 4.1.3 Services must allow PROGRAM PARTICIPANTS the freedom to make
10 personal decisions, pursue personal interests and relationships, work towards achieving goals that
11 will prepare them for self-sufficiency, and as may occur, work through the consequences of poor
12 decisions.

13 4.1.4 Provide PROGRAM PARTICIPANTS with County-approved supportive
14 services related to post-secondary education (including academic and/or vocational training),
15 securing and maintaining employment, developing financial literacy skills, developing knowledge
16 of how to maintain one's physical and behavioral health, and establishing and maintaining
17 permanent connections with family and other important people.

18 4.2 CONTRACTOR shall ensure that the delivery of services is based on the following
19 principles:

20 4.2.1 The provision of services shall be conducted in a manner sensitive to
21 literacy, language, and socio-cultural issues that may impact PROGRAM PARTICIPANTS;

22 4.2.2 Barriers relating to mental health and/or substance abuse issues shall be
23 identified and PROGRAM PARTICIPANTS shall be provided the appropriate referral as
24 described in Subparagraph 5.10.14 and Subparagraph 5.12 of this Exhibit A;

25 4.2.3 PROGRAM PARTICIPANTS shall be actively referred to needed services
26 and follow-up shall occur to ensure that the referral was successful;

27 4.2.4 Opportunities shall be maximized to provide integrated, coordinated and
28 easily accessible resources for PROGRAM PARTICIPANTS;

1 4.2.5 Services shall be community-based and provide integrated services that
2 coordinate federal, State, and community funding opportunities;

3 4.2.6 PROGRAM PARTICIPANT’s strengths shall be identified, utilizing
4 motivational and strength-based techniques; and

5 4.2.7 Services shall be outcome-driven and identify indicators that accurately
6 reflect progress towards goals, strategies, and outcomes as stated in Paragraph 13 of this Exhibit
7 A.

8 5. SERVICES

9 CONTRACTOR shall:

10 5.1 Provide independent living support for up to twenty-four (24) cumulative months
11 and/or up to a total for thirty-six (36) months for approved PROGRAM PARTICIPANTS who meet
12 criteria (as otherwise authorized by federal and state regulations), ~~to PROGRAM~~
13 ~~PARTICIPANTS~~ to assist them in developing life skills to successfully transition into adult life.
14 The Transitional Residential Homes shall be based on a ~~campus-based~~single site model versus
15 ~~apartment remote site~~ model.

16 5.2 Provide twenty-four (24) hours per day, seven (7) days per week awake on-site
17 support and crisis intervention services. CONTRACTOR shall follow up with crisis intervention
18 services deemed appropriate, which may include a follow up meeting with the case manager or a
19 referral for counseling.

20 ~~5.2.3~~ Follow all applicable THPP-NMD regulations, including CCR, Title 22, Division
21 6, Chapters 1 and 7 in the provision of services in this Agreement.

22 ~~5.3~~5.4 Referral Process

23 CONTRACTOR shall:

24 ~~5.3.1~~5.4.1 ~~CONTRACTOR shall provide~~ evaluation for participation in THP-
25 Plus/THPP-NMD services to all PROGRAM PARTICIPANTS ~~APPLICANTS~~ referred by
26 ADMINISTRATOR.

27 ~~5.3.2~~5.4.2 ~~Contractor shall~~ Review COUNTY information prior to scheduling
28 an interview with the referred PROGRAM ~~PARTICIPANT~~APPLICANT.

1 5.4.3 ~~CONTRACTOR shall e~~Contact PROGRAM PARTICIPANT
 2 APPLICANT to schedule an initial face-to-face interview within three (3) business days of receipt
 3 of referral from ADMINISTRATOR.

4 5.4.4 ~~CONTRACTOR shall e~~Conduct the initial face-to-face intake interview
 5 within fourteen (14) calendar days. ~~If PROGRAM PARTICIPANT is working full time or~~
 6 ~~enrolled in an education or training program,~~ CONTRACTOR shall provide an interview time and
 7 place that does not interfere with the PROGRAM PARTICIPANT's APPLICANT's employment,
 8 education, or training activity.

9 5.4.4.1 ~~CONTRACTOR shall~~ Discuss with ADMINISTRATOR the
 10 PROGRAM PARTICIPANT's APPLICANT's failure to participate in the ~~intake~~interview process
 11 for the program ~~i~~f PROGRAM PARTICIPANT APPLICANT misses ("no shows") for three (3)
 12 consecutive scheduled ~~Intake~~interview appointments. ; -

13 ~~5.3.3~~5.4.5 Upon CONTRACTOR's completion of interview with PROGRAM
 14 ~~PARTICIP~~APPLICANT, CONTRACTOR will evaluate and notify ADMINISTRATOR within
 15 seven (7) calendar days regarding the decision for admittance into the program.

16 5.4.6 Prior to refusal of PROGRAM APPLICANT's application, discuss and
 17 identify with CFS Liaison any services that could be implemented in order for CONTRACTOR to
 18 accept applicant within seven (7) calendar days of referral and/or interview.

19 ~~5.3.4~~5.4.7 If CONTRACTOR decides to deny PROGRAM APPLICANT's
 20 application, the denial notice shall be given in writing to CFS Program Manager or CFS Program
 21 Manager designee with specific details supporting the decision. CONTRACTOR shall review and
 22 reconsider denial decisions if ~~so~~ requested by CFS Program Manager/designee.

23 ~~5.3.4.1~~5.4.7.1 If application is denied and ADMINSTRATOR requests a
 24 formal meeting to discuss applicant's ability to enter the program at a later time, CONTRACTOR
 25 shall participate in this meeting with CFS Liaison, ASW, and others identified by
 26 ADMINSTRATOR.

27 5.4.7.2 If application is denied; and matter cannot be resolved as
 28 referenced in Subparagraph 5.4.7.1, the following sequential steps shall apply:

1 5.4.7.2.1 Step 1 - Conference shall be held between the CFS
 2 Program Manager and CONTRACTOR's Program Manager or
 3 equivalent position.

4 ~~5.3.4.1.2~~ 5.4.7.2.2 Step 2 - Conference shall be held between the
 5 CFS Deputy Director and CONTRATOR's Executive
 6 Officer or equivalent position.

7 ~~5.3.5~~ 5.4.8 Return application to CFS Liaison for further housing options if
 8 applicant has not moved in within fourteen (14) days after referral has been accepted.

9 5.4.9 Any PROGRAM APPLICANT that CONTRACTOR has determined to
 10 accept into program, will not refuse shall be discussed with PROGRAM PARTICIPANTS without
 11 discussion and concurrence by CFS Liaison prior to intake. ADMINISTRATOR. The decision to
 12 accept the applicant must be made within seven (7) calendar days of PROGRAM APPLICANT's
 13 interview take.

14 5.4.5.5 Intake

15 CONTRACTOR shall:

16 ~~5.4.1~~ 5.5.1 Upon intake, p Provide PROGRAM PARTICIPANT with
 17 CONTRACTOR's Participant-Provider contract. The Participant-Provider contract shall include,
 18 but not be limited to, the following:

19 ~~5.4.1.15~~ 5.5.1.1 Description of the Transitional Residential Home Services
 20 program.

21 ~~5.4.1.25~~ 5.5.1.2 PROGRAM PARTICIPANT's rights and responsibilities.

22 ~~5.4.1.35~~ 5.5.1.3 What the PROGRAM PARTICIPANT can expect from their
 23 Case Manager.

24 ~~5.4.1.45~~ 5.5.1.4 Expectations of the PROGRAM PARTICIPANT.

25 ~~5.4.25~~ 5.5.2 CONTRACTOR shall a Address any questions or concerns from the
 26 PROGRAM PARTICIPANT at this time. The Participant-Provider contract shall serve as the
 27 PROGRAM PARTICIPANT's agreement to complete their TILP goals and work on meeting all
 28 program expectations.

1 ~~5.4.3~~5.5.3 Ensure PROGRAM PARTICIPANT has executed a written Waiver
 2 and Release with the ~~TPSP-CFS~~ Liaison prior to entering into THP-Plus/THPP-NMD at the
 3 Transitional Residential Home. In said Waiver and Release, PROGRAM PARTICIPANT shall
 4 acknowledge that they are voluntarily entering the program with the understanding that they will
 5 be waiving some privacy and confidentiality rights otherwise guaranteed under federal and
 6 California law. This voluntary Waiver and Release enables reports to be provided to
 7 ADMINISTRATOR regarding PROGRAM PARTICIPANT's progress, will allow assessments of
 8 the Transitional Residential Home Services to be undertaken, and will allow some restrictions to
 9 be placed upon visitation by family and friends, as set forth in this Exhibit A.

10 ~~5.4.4~~5.5.4 Obtain all necessary release forms.

11 ~~5.4.5~~5.5.5 Upon entry to the program, ~~CONTRACTOR shall~~ work with
 12 PROGRAM PARTICIPANTS and the Case Manager and/or ~~TPSP~~CFS Liaison, ASW or DPO to
 13 clarify the appropriate resources to be used in the event of a medical problem or medical
 14 emergency, as well as routine medical checkups and preventative care. ~~as set forth in Paragraph~~
 15 ~~22 of this Exhibit A~~

16 ~~5.5.6~~ High School Education Model/Plan:

17 CONTRACTOR shall:

18 ~~5.5.1~~5.6.1 ~~CONTRACTOR shall~~ Ensure that PROGRAM PARTICIPANTS
 19 participate and show satisfactory progress in educational classes ~~or training programs~~ to facilitate
 20 scheduled graduation/completion as described in their TILPs.

21 ~~5.5.2~~5.6.2 Ensure that PROGRAM PARTICIPANTS attending school in a
 22 traditional/comprehensive high school in order to obtain high school diploma will not be required
 23 to meet the full constructive time hours.

24 ~~5.6.7~~ Employment Model/Plan: Constructive Time Model/Plan

25 CONTRACTOR shall:

26 ~~5.6.1~~5.7.1 Provide PROGRAM PARTICIPANTS with basic skills training for
 27 employment (e.g. learning and consistently demonstrating professional appearance and conduct),
 28 referrals to internships and other demonstrable efforts within thirty (30) calendar days of

PROGRAM PARTICIPANTS entering the program.

~~5.6.2~~5.7.2 Assist PROGRAM PARTICIPANTS with obtaining employment within three (3) to six (6) months of entering the program. Job search activities shall include, but not be limited to, PROGRAM PARTICIPANT waking early enough to get appropriately clothed and groomed to job search and prepare for the rituals of employment, which shall be monitored daily by the Case Manager.

~~5.6.3~~ Ensure that PROGRAM PARTICIPANTS that are attending school full-time (12+ units) shall also work from ten to twenty (10-20) hours per week. PROGRAM PARTICIPANTS attending school part time shall work twenty five to thirty (25-30) hours per week.

~~5.7.3~~ Ensure that PROGRAM PARTICIPANTS not attending school work between thirty five to forty (35-40) hours per week. Ensure that PROGRAM PARTICIPANTS are involved in thirty-two (32) hours per week of constructive time. Constructive time includes:

5.7.3.1 Working;

5.7.3.2 Attending school;

5.7.3.3 Job training programs;

5.7.3.4 Treatment; and

~~5.6.3~~5.7.3.5 Other rehabilitative services.

~~5.6.4~~5.7.4 Count one (1) unit of school credit to be equivalent to three (3) hours of constructive time.

~~5.6.5~~5.7.5 Accompany and facilitate PROGRAM PARTICIPANT's linkage to the WIOA Workforce Investment Innovation and Opportunity Act partners providers and One-Stop Centers or other employment programs, as directed by ADMINISTRATOR for employment and training.

5.7.5.8 Assessment and Training

CONTRACTOR shall:

~~5.7.1~~5.8.1 Complete a vocational assessment, which includes an evaluation of employability; considers work history, employment knowledge, skills, and abilities; education;

educational competency level;^{5.7.2} local labor market conditions; physical limitations and mental ~~conditions~~ capacities.

~~5.7.2~~5.8.2 Provide job readiness training that provides the PROGRAM PARTICIPANT with job seeking and interviewing skills, an understanding of employer expectations, and skills that enhance the PARTICIPANT's move to self-sufficiency.

5.8.3 Require all PROGRAM PARTICIPANTS to attend First Aid and CPR courses, as well as other noted safety courses.

~~5.8.5~~5.9 Transitional Independent Living Plan (TILP) for Emancipated Young Adults

CONTRACTOR shall:

~~5.8.1~~5.9.1 Develop a TILP with input from PROGRAM PARTICIPANT and the ~~TPSP~~CFS Liaison upon acceptance into the program. The TILP shall include, but not be limited to, the following to support successful transition to self-sufficiency and independence:

~~5.8.1.1~~5.9.1.1 Learning how to secure essential records such as identification card, birth certificate and social security card;

~~5.8.1.2~~5.9.1.2 Development of basic life skills, including hygiene, personal responsibility, interpersonal skills, and communication skills;

~~5.8.1.3~~5.9.1.3 Development of appropriate coping and problem-solving strategies; and

~~5.8.1.4~~5.9.1.4 Address ~~mental~~behavioral health needs.

~~5.8.2~~5.9.2 If applicable, ensure the TILP shall include contingency elements relating to PROGRAM PARTICIPANT gaining custody of a child while residing in the THP-Plus/THPP-NMD facility.

~~5.8.3~~5.9.3 Develop and implement, within sixty (60) days of the commencement of this Agreement, an incentive program/plan to motivate PROGRAM PARTICIPANTS to achieve the goals as specified in their TILP.

~~5.8.4~~5.9.4 Participate in and support efforts to re-establish relationships between PROGRAM PARTICIPANT and their ~~his/her~~ relatives, or non-relative extended family members, who may serve as mentors or support persons.

~~5.8.5~~5.9.5 Collaborate with the PROGRAM PARTICIPANT to develop a post-secondary educational plan to pursue college or ~~post-high-school~~ training to better prepare for their ~~his/her~~ self-sufficiency, as appropriate, and incorporate the plan into the TILP.

~~5.8.6~~5.9.6 Support the PROGRAM PARTICIPANT in developing independent living skills in order to meet the goals outlined in the TILP.

~~5.8.7—Create and update the record of PROGRAM PARTICIPANT's participation efforts on an ongoing basis and preparation of standard quarterly reports for CDSS.~~

~~5.9~~5.10 Case Management

CONTRACTOR shall:

Provide the following case management services at a ratio of one (1) Case Manager per seven (7) PROGRAM PARTICIPANTS. The ~~Case Manager~~CONTRACTOR shall provide:

~~5.9.1~~5.10.1 Referrals for behavioral health services (e.g., psychiatry, therapy and support groups such as AA, NA, etc.), as appropriate for the PROGRAM PARTICIPANT's needs.

~~5.9.2~~5.10.2 Ongoing educational advocacy and support, including linkages to ~~Foster Youth Services~~foster youth education support services with the goals of each PROGRAM PARTICIPANT obtaining a High School diploma, GED certificate, or High School Proficiency certificate prior to completing the THP-Plus/THPP-NMD program. ~~It is expected that all PROGRAM PARTICIPANTS will participate in post-secondary education in an effort to increase the likelihood of meeting the program goal of increased self-sufficiency and financial stability.~~

~~5.9.3~~5.10.3 Assistance to PROGRAM PARTICIPANTS in developing the skills necessary to establish and maintain positive, healthy, and meaningful relationships.

~~5.9.4~~5.10.4 Assistance to PROGRAM PARTICIPANTS in maintaining a substance-free lifestyle.

~~5.9.5~~5.10.5 Ongoing support for PROGRAM PARTICIPANTS to develop and sustain money management skills to facilitate self-sufficiency. Encourage PROGRAM PARTICIPANTS to complete a County-approved financial management course.

~~5.9.6~~5.10.6 Assistance to PROGRAM PARTICIPANTS to develop the life

1 skills necessary to secure and maintain permanent housing and employment.

2 ~~5.9.7 Support and assistance to PROGRAM PARTICIPANT to maintain~~
3 ~~compliance with Court-ordered activities.~~

4 ~~5.9.8~~5.10.7 A trauma-informed, strength-based coaching, mentoring model and
5 motivational interviewing approach with PROGRAM PARTICIPANTS, which has been identified
6 as an evidenced-based best practice such as by the ~~National Institutes of Health~~California
7 Evidence-Based Clearance house for Child Welfare.

8 ~~5.9.9~~5.10.8 Training components on interpersonal relationships, intimate
9 partner violence, positive parenting, reproductive health education, personal safety, personal
10 hygiene, health issues, alcohol, substance use, emotional regulation, financial management,
11 banking, nutrition and cooking, shopping, behavioral health services, the law, and other topics as
12 identified by ADMINISTRATOR.

13 ~~5.9.10~~5.10.9 Monitoring and documentation of PROGRAM PARTICIPANT's
14 attendance and progress in accordance with THP-Plus/THPP-NMD policies and procedures, ~~as~~
15 ~~set forth in Paragraph 10 of this Exhibit A.~~ This includes the use of attendance reports and
16 monitoring PROGRAM PARTICIPANT's compliance and progress in attaining their education
17 and training goals.

18 ~~5.9.11~~5.10.10 Instructions to PROGRAM PARTICIPANTS on conflict resolution
19 skills by presenting them with problem-solving skills, principles of conflict resolution, the basics
20 of effective communication and listening, critical and creative thinking, with an emphasis on
21 personal responsibility and self-discipline.

22 ~~5.9.12~~5.10.11 Job readiness training and support including linkages to Workforce
23 ~~Investment~~Innovation and Opportunity Act partners, One-Stop Centers, Independent Living
24 Services (ILS) Contractors, mentor programs and other appropriate employment resources.

25 ~~5.9.13~~5.10.12 Evaluation and identification of any barriers to securing and
26 maintaining employment and providing referrals to PROGRAM PARTICIPANT to service
27 providers in the community to effectively address specific, identified challenges.

28 ~~5.9.14~~5.10.13 Facilitation and/or participation in outreach activities that may

benefit PROGRAM PARTICIPANT and their family.

~~5.9.15~~5.10.14 Care coordination and advocacy for PROGRAM PARTICIPANT, including all medical and non-medical care, ~~behavioral health care~~, referrals, resources, and support (including personal care services, support networks, coordination of information and care).

~~5.9.16~~5.10.15 When appropriate, provide a mentor to PROGRAM PARTICIPANTS while participating in THP-Plus/THPP-NMD and for six (6) months after the PROGRAM PARTICIPANT completes the program. PROGRAM PARTICIPANTS shall receive assistance and support for interpersonal and social skills, and increase their awareness of resources available to them in and around their community. Each mentor shall be carefully screened through a criminal background check, child abuse index check, Department of Motor Vehicles clearance, and two (2) references prior to having any contact with PROGRAM PARTICIPANTS.

~~5.10—Incorporate CONTRACTOR's ILS program along with the COUNTY's THP-Plus.~~

~~5.10.1~~5.10.16 Provide PROGRAM PARTICIPANT with a working onsite phone, which can be restricted to local phone calls.

~~5.10.2~~5.10.17 Facilitate PROGRAM PARTICIPANT's ~~communication with the SSA Family Self-Sufficiency Division regarding available services~~application for public benefits, earned income tax credit, and other assistance programs/services, and participate in multidisciplinary MDT meetings, generate meeting ~~minutes~~notes, and follow up with any ~~MDT multidisciplinary~~ meeting action items.

~~5.10.3~~5.10.18 Conduct a monthly case review conference with the ~~TPSP~~CFS Liaison concerning the status of each PROGRAM PARTICIPANT.

~~5.10.4~~5.10.19 Coordinate a monthly community dinner which will serve as a support group for PROGRAM PARTICIPANTS. Guest speakers shall include successful former foster youth, professors, motivational and inspirational speakers, and subject matter experts in those areas identified as necessary for increased self-sufficiency.

~~5.10.5~~5.10.20 Assist PROGRAM PARTICIPANT leaving the program, including locating and/or maintaining affordable housing.

~~5.10.6~~5.10.21 Provide a secure, separate storage area for personal items for each

PROGRAM PARTICIPANT.

5.11 After-Care Support

CONTRACTOR shall:

5.11.1 Provide after-care support for up to two (2) years after PROGRAM PARTICIPANT leaves the program including:

5.11.1.1 Monthly support groups.

5.11.1.2 Service referrals as needed or requested with follow up.

~~5.11.2 Support and assistance to PROGRAM PARTICIPANT to maintain compliance with Court ordered activities.~~

5.12 Behavioral Health Services

CONTRACTOR shall:

5.12.1 ~~Contractor shall~~ Provide crisis, individual, group and family therapy, and support services to PROGRAM PARTICIPANTS. These services will include, but are not limited to the following:

5.12.1.1 Conduct a monthly psycho-education workshop, ninety (90) minutes in duration, addressing the needs of the clients (e.g., healthy relationships, social skills, substance use, interview skills, etc.).

5.12.1.2 Conduct behavioral health assessments upon entry into the program and coordinate care with multidisciplinary team in an effort to engage PROGRAM PARTICIPANTS in their plan to develop greater self-sufficiency addressing those areas that present challenges to PROGRAM PARTICIPANT's ability to fully utilize the program and meet outcomes (e.g., challenges to maintaining employment, challenges to successfully completing their education, challenges to maintaining physical and behavioral health, etc.).

~~5.12.1.25~~ 12.1.3 Develop a detailed plan as part of the TILP with each PROGRAM PARTICIPANT upon acceptance into the program, which addresses the behavioral health challenges that the PROGRAM PARTICIPANT might demonstrate (e.g., substance/alcohol use, maintain positive relationships, maintain a healthy life style, work a predetermined number of hours per week).

1 ~~5.12.1.3~~5.12.1.4 Maintain a caseload of up to fourteen (14)
2 PROGRAM PARTICIPANTS per month depending on caseload intensity.

3 ~~5.12.1.4~~5.12.1.5 Participate in meetings, supervision and consultation
4 as required.

5 ~~5.12.1.5~~5.12.1.6 Provide weekly ongoing communication and care
6 coordination. Work closely with multidisciplinary teams that provide wraparound services, peer
7 counseling, substance use counseling and psychiatric services.

8 ~~5.12.1.6~~5.12.1.7 Complete full intake and assessment with each new
9 PROGRAM PARTICIPANT including a Mental Health Assessment, Health Insurance Portability
10 and Accountability Act (HIPAA) and consent paperwork.

11 ~~5.12.1.7~~5.12.1.8 Evaluate for appropriate referrals to behavioral
12 health programs.

13 6. PROGRAM POLICIES AND PROCEDURES

14 6.1 Emergencies Both On and Off the Campus

15 CONTRACTOR shall:

16 6.1.1 Pursuant to Subparagraph 11.6, report any emergency requiring immediate
17 attention or assistance from resources such as police, fire, ambulance, SSA or Probation
18 Department.

19 6.1.2 Ensure that each PROGRAM PARTICIPANT be required to find and post
20 emergency telephone numbers for police, fire, ambulance, and SSA or Probation Department.
21 These, along with the Case Manager's cell phone number, shall be posted next to each phone in
22 the Transitional Residential Home.

23 6.1.3 Notify the ~~TPSP~~CFS Liaison, ASW and the ~~TPSP~~CFS Manager or designee
24 verbally within twenty-four (24) hours of the emergency. CONTRACTOR's verbal report shall
25 be followed by the submission of a written Special Incident Report described in Subparagraph
26 11.6.2 of this Exhibit A to ADMINISTRATOR.

27 6.1.4 In case of medical emergency, CONTRACTOR shall inform PROGRAM
28 PARTICIPANT to notify CONTRACTOR as soon as possible.

1 ~~6.1.4~~6.1.5 Develop and implement a twenty-four (24) hours a day response
 2 plan to support the program with any emergency situations that arise and have one (1) person on-
 3 call twenty-four (24) hours a day to provide emergency support.

4 ~~6.2~~ — ~~Health and Dental Care Model Plan:~~

5 ~~6.3~~6.2 Lending or Borrowing Money:

6 CONTRACTOR shall:

7 ~~6.3.1~~6.2.1 ~~CONTRACTOR shall~~ educate PROGRAM PARTICIPANTS
 8 about the ~~hazards~~risks of lending or borrowing money.

9 ~~6.3.1.1~~6.2.1.1 Neither CONTRACTOR nor ~~TPSP~~CFS Liaison nor ASW
 10 shall assume responsibility for replacement or return of funds that PROGRAM PARTICIPANTS
 11 lend or borrow.

12 ~~6.3.2~~6.2.2 ~~CONTRACTOR shall~~inform each PROGRAM PARTICIPANT of
 13 the responsibility to pay all of their debts in a timely manner.

14 ~~6.4~~6.3 Budgeting and Payment of Bills:

15 CONTRACTOR shall:

16 ~~6.4.1~~6.3.1 ~~CONTRACTOR shall:~~ Assist PROGRAM PARTICIPANT with
 17 establishing and maintaining a monthly budget and a system of payment of bills for items such as
 18 utilities, telephone, rent and other bills. A late fee may be assessed on all rent not paid by a pre-
 19 established due date of the current month it is due.

20 ~~6.4.2~~6.3.2 Monitor PROGRAM PARTICIPANT on a weekly basis in order to
 21 educate PROGRAM PARTICIPANT on how to live on a fixed income and support PROGRAM
 22 PARTICIPANT with establishing and maintaining the knowledge, skills, and discipline necessary
 23 to do so on an ongoing basis.

24 ~~6.4.3~~6.3.3 Ensure that each PROGRAM PARTICIPANT shall be accountable
 25 for ~~their~~his/her budget and payment of bills as necessary.

26 ~~6.5~~6.4 Savings:

27 CONTRACTOR shall:

28 ~~6.5.1~~6.4.1 ~~CONTRACTOR shall:~~ Ensure that PROGRAM PARTICIPANTS

1 ~~be required to~~ deposit ~~fifteen percent~~ twenty-five percent (25%) of their income into their savings
 2 account to use after completion of the program. Income includes, but is not limited to, saving
 3 deposits by PROGRAM PARTICIPANTS, monies paid for rent, and any unspent stipends.

4 ~~6.5.2~~ 6.4.2 Have PROGRAM PARTICIPANTS establish accountability by
 5 turning in copies of deposit slips, pay stubs, and bank statements to CONTRACTOR.

6 ~~6.6~~ 6.5 Pregnancy:

7 CONTRACTOR shall:

8 ~~6.6.1~~ 6.5.1 ~~CONTRACTOR shall:~~ Allow a pregnant PROGRAM
 9 PARTICIPANT to continue her involvement in the program as long as appropriate progress, with
 10 reasonable accommodations, is maintained toward education and employment goals.

11 ~~6.6.2~~ 6.5.2 Inform any PROGRAM PARTICIPANT that has or plans to have
 12 physical custody of a child, they must make arrangements to leave the program. The PROGRAM
 13 PARTICIPANT may be eligible to transfer to another THP-Plus/THPP-NMD facility that allows
 14 for parenting youth, contingent on the PROGRAM PARTICIPANT remaining eligible for THP-
 15 Plus/THPP-NMD services.

16 ~~6.6.3~~ 6.5.3 ~~THP-Plus-Transitional Residential Home at TFC~~ is expressly not
 17 designed to accommodate custodial parents and minors. ~~THP-Plus~~ Transitional Residential Homes
 18 at TFC may assist in transferring a PROGRAM PARTICIPANT to a different program, but is not
 19 equipped or intended to house minors.

20 ~~6.7~~ ~~Ground Rules for Termination:~~

21 ~~6.8~~ ~~CONTRACTOR shall ensure PROGRAM PARTICIPANTS receive written and~~
 22 ~~verbal ground rules for termination from the program.~~

23 ~~6.9~~ 6.6 Discipline Policies:

24 CONTRACTOR shall:

25 ~~6.9.1~~ 6.6.1 Behavioral consequences may be implemented by CONTRACTOR
 26 for PROGRAM PARTICIPANTS experiencing discipline problems which may include, but are
 27 not limited to:

28 ~~6.9.1.1~~ 6.6.1.1 Visitor restrictions.

1 ~~6.9.1.2~~6.6.1.2 More frequent meetings with CONTRACTOR's staff,
2 ~~TPSP~~CFS Liaison, ASW or other support staff to develop an intervention plan.

3 ~~6.9.1.3~~6.6.1.3 ADMINISTRATOR shall determine appropriate
4 disciplinary action when behavioral consequences beyond standard interventions are required.

5 6.6.1.4 Termination from the program.

6 6.6.2 Inform PROGRAM PARTICIPANT that they may grieve any discipline
7 imposed. CFS Liaison and CONTRACTOR shall attend a meeting with CFS Liaison and
8 PROGRAM PARTICIPANT to resolve issue.

9 ~~6.10~~6.7 Termination Policies:

10 CONTRACTOR shall:

11 ~~6.10.1~~6.7.1 ~~CONTRACTOR shall e~~Ensure PROGRAM PARTICIPANTS
12 receive written and verbal ground rules for termination from the program.

13 ~~6.10.2~~6.7.2 ~~CONTRACTOR shall i~~Inform PROGRAM PARTICIPANTS that
14 they may be terminated from the program for the following reasons:

15 ~~6.10.2.1~~6.7.2.1 Continuous failure to follow program rules or
16 agreements.

17 ~~6.10.2.2~~6.7.2.2 Involvement in illegal activities (e.g., ~~use of alcohol~~
18 ~~or controlled substances, theft, assault, selling/making of illegal substances, sexual exploitation~~
19 activities etc.).

20 ~~6.10.2.3~~6.7.2.3 Malicious mischief or vandalism~~Destruction of of~~
21 property.

22 ~~6.10.2.4~~ ~~Participation in high risk or unsafe behavior.~~

23 ~~6.10.2.5~~ ~~Continual misuse of allowance or personal money without signs~~
24 ~~of progress in depositing to savings.~~

25 ~~6.10.2.6~~ ~~Violation of visitation policy.~~

26 ~~6.10.2.7~~6.7.2.4 Making threats that rise to the level of law
27 enforcement involvement toward ~~of any nature to~~ staff or other PROGRAM PARTICIPANTS in
28 the program.

~~6.10.2.8~~6.7.2.5 ~~AWOL~~ Unauthorized absence from the program.

~~6.10.2.9~~6.7.2.6 Committing arson or any other violation of the law.

~~6.10.2.10~~6.7.2.7 Administrative termination where PROGRAM PARTICIPANT's services are suspended due to administrative action (i.e. court decision, etc.).

~~6.10.2.11~~6.7.2.8 Any behavior or misconduct that seriously jeopardizes the program and/or anyone's immediate personal safety or success in the program, including his or her own and the immediate personal safety of anyone on the campus.

~~6.10.2.12~~ ~~Lack of progress towards meeting TILP goals, with the concurrence of the TPSP Liaison or ASW.~~

~~6.10.3~~6.7.3 Follow the decision of the ~~TPSP~~CFS Liaison or ASW regarding termination of PROGRAM PARTICIPANT from the program. ~~shall be binding on CONTRACTOR~~

~~6.10.4~~ ~~The above list is not all inclusive. PROGRAM PARTICIPANT may be terminated immediately from the program for any behavior or misconduct that jeopardizes the program and/or anyone's personal safety or success in the program, including his or her own and the personal safety of anyone on the campus.~~

~~6.10.4.1~~6.7.3.1 Notwithstanding any other provision of this Agreement, COUNTY may, in its sole discretion, require the removal, with or without stating cause, of any PROGRAM PARTICIPANT participating in THP-Plus/THPP-NMD at any time.

~~6.10.5~~6.7.4 Not remove any PROGRM PARTICIPANT from the Transitional Residential Home, except in an emergency as defined in Subparagraph 6.7.2.8 of Exhibit A of this Agreement, ~~no PROGRAM PARTICIPANT shall be removed from the Transitional Residential Home by CONTRACTOR~~ without prior authorization from PROGRAM PARTICIPANT's ~~TPSP~~CFS Liaison or ASW.

7. OTHER CONTRACTOR RESPONSIBILTIES

CONTRACTOR shall provide the following basic needs requirements:

7.1 Housing Allocation:

7.1.1 On a monthly basis, CONTRACTOR shall allocate funds to provide

1 PROGRAM PARTICIPANT with housing, to include rent and utilities, transportation, purchase
2 of food, cleaning supplies, clothing, telephone and other necessities as set forth in Paragraph 16 of
3 this Exhibit A.

4 7.1.1.1 In the event that CONTRACTOR requires PROGRAM
5 PARTICIPANT to pay a portion of the rent, CONTRACTOR shall deposit PROGRAM
6 PARTICIPANT's contribution into a savings account to the satisfaction of PROGRAM
7 PARTICIPANT ~~as referenced in Subparagraph 7.4.2 above.~~ PROGRAM PARTICIPANT's
8 portion of the rent shall not exceed thirty percent (30%) of PROGRAM PARTICIPANT's income.

9 7.1.1.2 CONTRACTOR shall maintain a stipend of a minimum of fifty
10 dollars (\$50) a month for each PROGRAM PARTICIPANT for household items, food and other
11 necessities.

12 7.2 Personal Needs:

13 CONTRACTOR shall:

14 7.2.1 ~~CONTRACTOR shall~~ Provide groceries for meals and snacks that
15 PROGRAM PARTICIPANTS can prepare. Grocery shopping shall include participation by
16 PROGRAM PARTICIPANTS.

17 7.2.2 ~~CONTRACTOR shall~~ ~~f~~Furnish personal care items, including, but not
18 limited to, toothpaste, toothbrush, soap, hair care items and hygienic supplies. Personal items shall
19 be the property of each PROGRAM PARTICIPANT and shall be retained by PROGRAM
20 PARTICIPANTS upon ending participation.

21 7.2.3 ~~CONTRACTOR shall~~ ~~f~~Furnish sufficient number of clean, fresh towels,
22 mattress pads, pillows, sheets and blankets to ensure cleanliness and warmth.

23 7.2.4 ~~CONTRACTOR shall~~ ~~e~~Ensure that all PROGRAM PARTICIPANTS take
24 their clothing with them when participation ends. If this is not possible, all clothing shall
25 immediately be stored separately and securely for each individual PROGRAM PARTICIPANT
26 by CONTRACTOR for a period of thirty (30) days.

27 7.3 Safeguards for Cash Resources, Personal Property and Valuables:

28 7.3.1 In accordance with CCR Section 80026, Division 6, Title 22,

1 CONTRACTOR shall assist each PROGRAM PARTICIPANT in keeping cash resources,
 2 personal property and valuables separate and intact. CONTRACTOR shall maintain accurate
 3 records of such resources.

4 7.3.2 In the event that PROGRAM PARTICIPANT is employed,
 5 CONTRACTOR shall assist PROGRAM PARTICIPANT in setting up an interest bearing Federal
 6 Deposit Insurance Corporation or Federal Savings and Loan Insurance Corporation savings
 7 account to the satisfaction of PROGRAM PARTICIPANT.

8 7.3.3 PROGRAM PARTICIPANT's funds shall not be commingled with
 9 CONTRACTOR's funds or petty cash and shall be released in full to PROGRAM PARTICIPANT
 10 by CONTRACTOR upon exiting the Transitional Residential Home Services program.

11 7.3.4 All funds are to be released to the PROGRAM PARTICIPANT in the form
 12 of a check less any charges for damages, repairs and/or late fees.

13 8. FACILITIES

14 CONTRACTOR shall:

15 8.1 Provide transitional residential services and accommodations for staff at:

16 Tustin Family Campus

17 8.2 Ensure that the Transitional Residential Home living units shall remain locked and
 18 that PROGRAM PARTICIPANTS will be issued key cards so that they may enter or leave at any
 19 time.

20 8.3 Maintain the Transitional Residential Home in a manner which shall ensure the
 21 well-being, protection, health, safety, and comfort of each PROGRAM PARTICIPANT. Each
 22 PROGRAM PARTICIPANT shall be afforded a reasonable degree of privacy.

23 9. RESIDENTIAL GUIDELINES

24 9.1 Personal Safety Issues:

25 CONTRACTOR shall:

26 9.1.1 Ensure that every PROGRAM PARTICIPANT is required to attend all
 27 safety courses provided by CONTRACTOR or ADMINISTRATOR.

28 9.1.2 Train PROGRAM PARTICIPANTS on how to demonstrate respectful and

1 responsible behavior toward roommates, other PROGRAM PARTICIPANTS, CONTRACTOR's
2 staff, and members of the community.

3 9.2 Weapons:

4 CONTRACTOR shall:

5 9.2.1 Ensure no weapons of any kind (guns, knives, etc.) are allowed on the TFC
6 premises, including the Transitional Residential Home or in the possession of any PROGRAM
7 PARTICIPANT.

8 9.2.2 ~~CONTRACTOR shall comply~~ Comply with the "Special Incident
9 Reporting Guidelines for Residential Facilities" developed by ADMINISTRATOR and the
10 Probation Department, and referenced in Subparagraph 11.6, as it currently exists or may hereafter
11 be amended.

12 9.3 Alcohol, Smoking/Vaping, and Other Drugs:

13 CONTRACTOR shall:

14 9.3.1 Adopt a Harm-Reduction Model, as described in Subparagraph 2.8, and
15 instruct PROGRAM PARTICIPANTS about responsible use of cigarettes and alcohol.

16 9.3.2 ~~CONTRACTOR shall~~ Inform PROGRAM PARTICIPANT that no
17 controlled substances or alcohol are permitted on the TFC premises or in the Transitional
18 Residential Home.

19 9.3.3 Inform PROGRAM PARTICIPANTS that they may not smoke/vape within
20 twenty (20) feet from an exterior door of the TFC premises or Transitional Residential Home.

21 ~~9.3.1~~ 9.3.4 Inform PROGRAM PARTICIPANTS that being ~~caught~~ found
22 either to be smoking in the Transitional Residential Home and/or in possession of controlled
23 substances or alcohol (on themselves, in their belongings or in their bedroom) may subject them
24 to a program violation and/or termination from the program at the discretion of CONTRACTOR
25 and in conjunction with the CFS Liaison, ASW or DPO, and CFS Manager. ~~are subject to~~
26 ~~termination from the program at the discretion of the TPSP~~ CFS Liaison or ASW. PROGRAM
27 PARTICIPANT may also be terminated if their guest brings the controlled substances or alcohol
28 on to the TFC premises or into the Transitional Residential Home. Each case shall be individually

1 assessed.

2 ~~9.3.2~~9.3.5 Consult with ADMINISTRATOR on a case-by-case basis to
3 determine if the offense requires another approach or an acceleration of the consequences.

4 9.4 Visitors:

5 CONTRACTOR shall:

6 9.4.1 ~~CONTRACTOR shall:~~Enforce visitation hours ~~allowed by~~as developed by
7 CONTRACTOR and approved by ADMINSTRATOR. ~~the TFC facility~~

8 9.4.2 Inform PROGRAM PARTICIPANT that they shall be held accountable for
9 any problems and/or damage caused by his or her visitors. CONTRACTOR shall monitor the
10 behavior of the visitor, and the visitor shall be asked to leave if they act inappropriately.

11 9.4.3 Report to ADMINISTRATOR any visitors in possession of or under the
12 influence of controlled substances and/or alcohol, which are not allowed into the TFC facility.

13 ~~9.4.4—Ensure that all visitors abide by the TFC visitation hours.~~

14 ~~9.4.5~~9.4.4 Report any problems concerning a visitor ~~should be reported~~
15 immediately to the Case Manager or Program Supervisor.

16 ~~9.4.6~~9.4.5 Ensure that no unauthorized persons~~Runaways/Absence Without~~
17 ~~Leave (AWOLS)~~ are ~~not~~ allowed into the Transitional Residential Home at any time.
18 CONTRACTOR shall inform PROGRAM PARTICIPANT that allowing an ~~runaway~~
19 unauthorized person into a Transitional Residential Home may result in PROGRAM
20 PARTICIPANT's ~~immediate~~ termination from the program.

21 9.5 Residence Care and Cleanliness:

22 CONTRACTOR shall:

23 9.5.1 Ensure that each PROGRAM PARTICIPANT be responsible for keeping
24 the residence clean on a daily basis and do his/her own laundry.

25 9.5.2 Ensure that each bedroom within the Transitional Residential Home is
26 subject to weekly unannounced inspection by CONTRACTOR. The inspection may include a
27 visual check on cleanliness and a search for any prohibited items.

28 9.5.3 Ensure that each bedroom shall be evaluated on cleanliness, tidiness,

1 compliance with visitor regulations, and any other aspect as related to the regulations of the
2 program. Special incentives may be given for the cleanest bedroom at the end of each month.

3 9.5.4 Create and implement methods to keep the bedroom and common living
4 area clean and safe, ~~such as including~~ include, but ~~are~~ not limited to:

5 9.5.4.1 Dusting;

6 9.5.4.2 Vacuuming;

7 9.5.4.3 Cleaning dishes;

8 9.5.4.4 Making the bed;

9 9.5.4.5 Respecting others in terms of material displayed within the
10 Transitional Residential Home;

11 9.5.4.6 Unplugging electrical items and small appliances (i.e., iron,
12 toaster, curling iron, etc.); and

13 9.5.4.7 Informing CONTRACTOR's staff if something in the
14 Transitional Residential Home breaks or requires repair/maintenance.

15 9.6 Furnishings:

16 9.6.1 Prior to PROGRAM PARTICIPANT moving into the Transitional
17 Residential Home, the CONTRACTOR's Case Manager shall ~~make~~ ensure the appropriate
18 furniture, beddings, and household items are in order.

19 9.7 Decorating:

20 9.7.1 CONTRACTOR shall instruct PROGRAM PARTICIPANT to obtain the
21 permission of the Case Manager before decorating their room and that all décor must be
22 appropriate and must not contain, for example, obscenities, vulgar content, and/or gang-related
23 material.

24 9.8 Property:

25 CONTRACTOR shall:

26 9.8.1 ~~CONTRACTOR shall:~~ Inform PROGRAM PARTICIPANT that
27 deliberate and negligent destruction of property, which includes physical damage to the
28 Transitional Residential Home, shall not be tolerated, including marking on walls and intentional

1 damage to another person's belongings, etc.

2 9.8.2 Inform PROGRAM PARTICIPANT that deliberately and negligently
3 damaging property may result in termination from the program and be required to pay for damages.

4 9.9 Noise Level:

5 9.9.1 CONTRACTOR shall Ensure that each PROGRAM PARTICIPANT keeps
6 noise levels from television or radio equipment and electronic media (to include computers,
7 smartphones, etc.) at a reasonable level.

8 ~~9.10—Dating:~~

9 ~~9.10.1 Contractor shall ensure that each PROGRAM PARTICIPANT is educated~~
10 ~~in characteristics of healthy relationships.~~

11 ~~9.11~~ 9.10 Vehicles:

12 CONTRACTOR shall:

13 ~~9.11~~ 9.10.1 Inform each PROGRAM PARTICIPANT that they must have a
14 valid driver's license, current registration, proof of insurance, and maintain insurance in order to
15 drive a vehicle.

16 ~~9.11~~ 9.10.2 Inform each PROGRAM PARTICIPANT that failure to follow
17 these vehicle rules shall be grounds for termination from the program.

18 ~~9.12~~ 9.11 Use of Utilities and Telephone:

19 CONTRACTOR shall:

20 ~~9.12~~ 9.11.1 ~~COUNTY—shall—~~ Supply ~~CONTRACTOR—~~ PROGRAM
21 PARTICIPANTS with utilities, including water, electricity, and heating, ~~for the duration of this~~
22 ~~Agreement~~

23 ~~9.12~~ 9.11.2 ~~CONTRACTOR—shall—~~ Orient PROGRAM PARTICIPANTS to
24 proper usage and functioning of said utilities, including how to turn off water, gas, and electricity
25 in case of an emergency.

26 ~~9.12~~ 9.11.3 ~~CONTRACTOR—shall—~~ Ensure that PROGRAM PARTICIPANTS
27 do not use these resources in excess, as doing so may present a safety risk (e.g., leaving water
28 running and flooding the residence).

1 10. COUNTY RESPONSIBILITIES

2 ADMINISTRATOR shall:

3 10.1 Determine eligibility of PROGRAM PARTICIPANTS and refer eligible
 4 PROGRAM PARTICIPANTS to the CONTRACTOR.

5 ~~10.1~~10.2 Provide consultation and technical assistance and will monitor performance
 6 of CONTRACTOR in meeting the terms of this Agreement.

7 ~~10.2~~10.3 Provide assistance with emergencies pursuant to guidelines or policies
 8 established for the THP-Plus/THPP-NMD program at the TFC as described in Subparagraph 11.8
 9 of this Exhibit A.

10 ~~Obtain, whenever possible, PROGRAM PARTICIPANT's existing available clothing and deliver~~
 11 ~~it to CONTRACTOR within five (5) calendar days of entering the THP-Plus program at the TFC~~

12 11. REPORTING REQUIREMENTS

13 11.1 Intake Summary:

14 11.1.1 CONTRACTOR shall prepare an Intake Summary on each PROGRAM
 15 PARTICIPANT to be maintained in the PROGRAM PARTICIPANT's case file. The Intake
 16 Summary shall include, but not be limited to, identification of PROGRAM PARTICIPANT's
 17 strengths; medical and dental needs; psychological/psychiatric evaluations obtained; case staffing
 18 review summaries; education assessments; peer adjustment; relationship to staff; involvement in
 19 recreation programs; behavioral challenges; and involvement/relationship with parents, relatives,
 20 and significant others. The collected information shall be used to aid in proper resource referrals
 21 for PROGRAM PARTICIPANT and provide data for ADMINISTRATOR and/or Probation
 22 Department.

23 11.1.2 The Intake Summary shall be completed by CONTRACTOR within thirty
 24 (30) days of PROGRAM PARTICIPANT's start in the THP-Plus/THPP-NMD program at the
 25 TFC.

26 11.2 Needs and Service Plan:

27 11.2.1.1 CONTRACTOR shall develop a Needs and Service Plan in
 28 partnership with all PROGRAM PARTICIPANT's treatment providers, including the ~~TPSP~~-CFS

1 Liaison, ASW, and DPO or Parole Agent.

2 11.2.1.2 The Needs and Service Plan for each PROGRAM
3 PARTICIPANT shall identify the PROGRAM PARTICIPANT's service requirements and
4 services required to address the requirements.

5 11.2.1.3 The Needs and Service Plan shall be completed within thirty
6 (30) calendar days of the PROGRAM PARTICIPANT's start in the THP-Plus/THPP-NMD
7 program at the TFC.

8 11.3 Monthly Evaluation:

9 CONTRACTOR shall submit monthly written evaluations on each PROGRAM
10 PARTICIPANT to the TPSP-CFS Liaison, ASW, ADMINISTRATOR, DPO, or Parole Agent ~~on~~
11 ~~a monthly basis~~, to be submitted within seven (7) calendar days following the monthly reporting
12 period. The reports will be submitted in the format approved by ADMINISTRATOR. Evaluations
13 shall include, but not be limited to:

14 11.3.1 Progress of the seven (7) focus areas addressed in Subparagraph 12.3 of this
15 Exhibit A.

16 11.3.2 Progress toward accomplishing long-range goal(s), short-term objectives,
17 and tasks.

18 11.3.3 Identification of PROGRAM PARTICIPANT's unmet needs, assessment of
19 unmet needs and efforts made to meet these needs.

20 11.3.4 Reassessment of PROGRAM PARTICIPANT's adjustment to the THP-
21 Plus/THPP-NMD program.

22 11.3.5 Current status of PROGRAM PARTICIPANT's physical and psychological
23 health. A report of medical care received and medication given (prescribed and/or medication
24 compliance as known to the staff).

25 11.3.6 Modification of PROGRAM PARTICIPANT's TILP, as necessary.

26 11.3.7 A record of any serious behavioral problems and how these problems
27 were/are being treated, as well as PROGRAM PARTICIPANT's response(s).

28 11.3.8 A record of conferences and visits, the contacts with relatives and friends,

1 and any significant others as it relates to permanency connections.

2 11.3.9 CONTRACTOR shall also make available to PROGRAM
3 PARTICIPANT's ~~TPSP~~ CFS Liaison or ASW, copies of any pertinent information such as school
4 reports, medical reports and psychological/psychiatric reports as completed.

5 11.4 Quarterly Performance Report:

6 CONTRACTOR shall provide a quarterly report of PROGRAM PARTICIPANT's
7 performance relative to their goals, strategies and outcomes identified in Paragraph 13 of this
8 Exhibit A. Report shall be submitted to the ~~TPSP~~ CFS Liaison in a format approved by SSA.

9 11.5 Termination Summary:

10 CONTRACTOR shall include a closing summary of all issues regularly reported in
11 the monthly evaluation, including records relating to treatment of the PROGRAM
12 PARTICIPANT, any monies (i.e., savings) owed to PROGRAM PARTICIPANT, and an
13 inventory of PROGRAM PARTICIPANT's personal belongings and clothing. CONTRACTOR
14 shall require PROGRAM PARTICIPANT to sign the Termination Summary in agreement for the
15 identification of personal belongings, monies, and clothing taken from the facility.

16 11.6 Serious Illness, Accident/Injury, Hospitalization or Death

17 11.6.1 CONTRACTOR shall immediately notify ADMINISTRATOR by
18 telephone (voicemail is acceptable) upon becoming aware of any serious illness, accident/injury,
19 hospitalization or death of any PROGRAM PARTICIPANT in CONTRACTOR's care. This
20 verbal report shall be followed by a written Special Incident Report form, provided by
21 ADMINISTRATOR, within twenty-four (24) hours after such serious illness, accident/injury,
22 hospitalization or death.

23 11.6.2 The verbal and written report shall include, but not be limited to:

24 11.6.2.1 The name of PROGRAM PARTICIPANT and date of birth;

25 11.6.2.2 The date, time, and location of serious illness, accident/injury,
26 hospitalization or death;

27 11.6.2.3 The program under which PROGRAM PARTICIPANT was
28 receiving treatment; and

1 11.6.2.4 The name or names of each person involved (first and last name)
2 with knowledge of the event and their role-relationship to PROGRAM
3 PARTICIPANT~~client/family~~; and summary of the circumstances thereof.

4 11.6.2.5 CONTRACTOR shall comply with the "Special Incident
5 Reporting Guidelines for Residential Facilities" developed by ADMINISTRATOR and the
6 Probation Department, and referenced in Subparagraph 11.8, as it currently exists or may hereafter
7 be amended.

8 11.7 Absence:

9 11.7.1 CONTRACTOR shall consult with the ~~TPSP~~ CFS Liaison, ASW, DPO or
10 Parole Agent if a PROGRAM PARTICIPANT's whereabouts are unknown for longer than twenty-
11 four (24) hours.

12 11.7.2 CONTRACTOR shall require PROGRAM PARTICIPANTS to consult
13 with CONTRACTOR if the PROGRAM PARTICIPANT anticipates being absent from the
14 program for longer than twenty-four (24) hours.

15 11.7.3 CONTRACTOR shall immediately telephone and consult with the
16 ~~TPSP~~CFS Liaison, ASW, DPO or Parole Agent upon learning of a PROGRAM PARTICIPANT's
17 plans to be absent for longer than twenty-four (24) hours. The ~~TPSP~~ CFS Liaison, ASW, DPO or
18 Parole Agent will receive written notification from CONTRACTOR within twenty-four (24) hours
19 thereafter.

20 11.7.4 If the PROGRAM PARTICIPANT is absent for longer than twenty-four
21 (24) hours without consulting CONTRACTOR and the PROGRAM PARTICIPANT later returns
22 to the program, CONTRACTOR shall provide an evaluation for PROGRAM PARTICIPANT
23 emphasizing the significance of their absence following the PROGRAM PARTICIPANT's return.
24 All discussion resulting from the evaluation will be documented in PROGRAM PARTICIPANT's
25 record.

26 11.7.5 CONTRACTOR shall maintain records of absences longer than twenty-four
27 (24) hours in PROGRAM PARTICIPANT's record.

28 11.8 Special Incidents:

1 11.8.1 CONTRACTOR shall immediately telephone ~~TPSP-CFS~~ Liaison and the
 2 ~~TPSP-CFS~~ Manager or designee, if any of the following occurs:

3 11.8.2 Any behavior or activities by any PROGRAM PARTICIPANT which
 4 substantially disrupts activities within the Transitional Residential Home and/or TFC facility and
 5 jeopardizes the status, safety, and health of him/herself or other PROGRAM PARTICIPANTS;

6 11.8.2.1 Any behavior or activities by staff while on duty which
 7 substantially disrupts activities within the Transitional Residential Home and jeopardizes the
 8 status, safety or health of PROGRAM PARTICIPANTS;

9 11.8.2.2 Any other behavior or activity by PROGRAM PARTICIPANT
 10 or staff not listed above, which is required to be reported to COUNTY.

11 11.8.2.3 This verbal report shall be followed by the submission of a
 12 Special Incident Report as described in Subparagraph 11.8 of this Exhibit A, via facsimile, to ~~TPSP~~
 13 ~~CFS~~ Liaison, and within two (2) calendar days of the incident, via the CFS Special Incident Report
 14 Fax line at (714) ~~940-3993 940-3961~~ and Probation Department fax (714) 935-7725.

15 11.9 Resident Population:

16 CONTRACTOR shall:

17 11.9.1 Report statistical data regarding its resident population as requested by
 18 ADMINISTRATOR.

19 11.9.2 Provide information deemed necessary by ADMINISTRATOR to complete
 20 any State-required reports related to the services provided under this Agreement.

21 11.9.3 Maintain records and submit reports containing such data and information
 22 regarding the performance of CONTRACTOR's services, costs or other data relating to this
 23 Agreement as may be requested by ADMINISTRATOR, on a form approved by
 24 ADMINISTRATOR.

25 12. ASSESSMENT/OUTCOME AND EVALUATION

26 12.1 Upon acceptance into THP-Plus/~~THPP-NMD~~, CONTRACTOR shall ensure that
 27 each PROGRAM PARTICIPANT is evaluated using an assessment tool as prescribed by the
 28 ~~TPSP~~~~CFS~~ Liaison.

1 12.2 CONTRACTOR shall track and evaluate PROGRAM PARTICIPANT's progress
2 on a monthly basis measuring the following seven (7) key focus areas as outcomes to determine
3 individual program effectiveness using COUNTY approved web-based database.

4 12.3 ADMINISTRATOR will provide CONTRACTOR with initial training in the use
5 of COUNTY approved web-based database as necessary to comply with the requirements of this
6 Agreement. The COUNTY approved categories related to the initial training shall include, but not
7 be limited to the following:

8 12.3.1 K-12 Education;

9 12.3.2 Post-secondary education and training;

10 12.3.3 Housing;

11 12.3.4 Employment and career development;

12 12.3.5 Financial literacy and competency;

13 12.3.6 Personal/social asset development; and

14 12.3.7 Young adult and family permanence.

15 12.4 Contractor shall track and evaluate the success of PROGRAM PARTICIPANTS
16 every six (6) months for two (2) years post-completion of the program using the ~~Ansell-Casey Life~~
17 ~~Skills Assessments and/or the Child Welfare League Positive Youth Development evaluation~~
18 Administrator-approved assessment instrument by asking PROGRAM PARTICIPANTS to
19 answer questions regarding the seven (7) key focus areas listed in Subparagraph 12.3 of this
20 Exhibit A.

21 12.5 Contractor shall offer incentives to PROGRAM PARTICIPANTS to participate in
22 the post-evaluation. Incentives will be mutually determined by CONTRACTOR and
23 ADMINISTRATOR or Probation Department.

24 13. GOALS, STRATEGIES AND OUTCOMES

25 13.1 CONTRACTOR shall support the goals of THP-Plus/THPP-NMD, which is to
26 assist PROGRAM PARTICIPANTS in developing skills, setting goals, and achieving outcomes
27 that will enable them in becoming self-sufficient adults; and reduce the risk of homelessness by
28 assisting ~~to assist~~ PROGRAM PARTICIPANTS in obtaining stable housing that will integrate

1 them into the community.

2 13.2 CONTRACTOR shall implement the strategies of THP-Plus/THPP-NMD, which
3 includes developing appropriate services, resources, and a supportive environment; engaging
4 PROGRAM PARTICIPANTS in job development/training, education, personal permanency, and
5 financial awareness; and developing appropriate opportunities to learn and build the structure
6 required to live independently.

7 13.3 CONTRACTOR shall achieve the following outcomes during the term of this
8 Agreement:

9 13.3.1 Eighty percent (80%) of PROGRAM PARTICIPANTS will complete a
10 COUNTY-approved vocational assessment and attend a job readiness training.

11 13.3.2 Eighty percent (80%) of PROGRAM PARTICIPANTS will attain the
12 educational goals outlined in their TILP as established upon entering the program.

13 13.3.3 Fifty percent (50%) of PROGRAM PARTICIPANTS will obtain and retain
14 employment for a minimum of ninety (90) days.

15 13.3.4 Eighty percent (80%) of PROGRAM PARTICIPANTS will establish a
16 permanent personal connection (i.e., family, non-related friend, mentor).

17 13.3.5 Eighty-five percent (85%) of PROGRAM PARTICIPANTS, after the initial
18 six (6) months of participation in program, will have developed and put into a savings account
19 twenty-five percent (25%) of their net income on an ongoing basis. Net income shall be defined
20 as the final amount of any earned income after all deductions, including, but not limited to, payroll
21 taxes and employee benefits. Savings includes, but is not limited to, deposits by PROGRAM
22 PARTICIPANTS, monies paid for rent and any unspent stipends.

23 13.3.6 Eighty percent (80%) of PROGRAM PARTICIPANTS with planned exits
24 will obtain secure permanent affordable ~~successful~~ housing outcomes [(i.e., transition from THP-
25 Plus/THPP-NMD at TFC to a THP-Plus apartment, shared housing with friend or family (not
26 overcrowded), self-leased apartment (shared or not)].

27 13.3.7 Eighty percent (80%) of PROGRAM PARTICIPANTS shall pay their rent
28 on time each month.

1 13.4 ADMINISTRATOR may, in its sole discretion, require changes to the outcomes
2 stated in Subparagraph 13.3 of this Exhibit A, in accordance with any changes in law and/or State
3 policy or regulation.

4 14. CASE RECORDS

5 14.1 CONTRACTOR shall maintain physical case records (hard copies) for each
6 PROGRAM PARTICIPANT. The content of the physical case records must be in a format
7 approved by ADMINISTRATOR and shall contain any documentation not included in the
8 COUNTY-approved web-based information system.

9 14.2 Information in case records shall be treated as confidential by CONTRACTOR and
10 released only to ADMINISTRATOR as required, or to others upon approval of
11 ADMINISTRATOR.

12 14.3 CONTRACTOR shall accurately maintain and update the case narrative in a timely
13 fashion whenever there is contact with PROGRAM PARTICIPANT.

14 14.4 Items in the physical case records may include, but are not limited to, the following:

15 14.4.1 The TILP and THP-Plus/THPP-NMD Plan and amendments.

16 14.4.2 Placement agreement.

17 14.4.3 Intake Summary.

18 14.4.4 Needs and Services Plan and updates.

19 14.4.5 Social history and family connections.~~report.~~

20 14.4.6 Documentation of all services provided, including contacts with and on
21 behalf of PROGRAM PARTICIPANT and general observations.

22 14.4.7 Documentation of community organizations working with the PROGRAM
23 PARTICIPANT.

24 ~~14.4.8 Child care arrangements/documentation.~~

25 ~~14.4.9 Documentation/justification for supportive services.~~

26 ~~14.4.10~~14.4.8 Documentation of hours of participation and constructive time.

27 ~~14.4.11~~14.4.9 Documentation of correction plans and disciplinary actions.
28 ~~regarding any cooperation issues and cause determinations.~~

~~14.4.12~~ 14.4.10 School Attendance and progress reports.

~~14.4.13~~ ~~Family connections.~~

~~14.4.14~~ 14.4.11 Employment information, documentation in earnings, and employment retention tracking.

~~14.4.15~~ ~~Documentation of changes in earnings.~~

~~14.4.16~~ 14.4.12 Authorization release forms. ~~Standard release forms as needed for collateral contacts.~~

~~14.4.17~~ 14.4.13 Documentation of language needs and how they were resolved, as applicable.

~~14.4.18~~ 14.4.14 Copies of rights and responsibilities and other forms and documents required in program procedures.

~~14.4.19~~ 14.4.15 Medical verifications, as applicable.

~~14.4.20~~ 14.4.16 Monthly Evaluations.

~~14.4.21~~ 14.4.17 Quarterly Performance report.

~~14.4.22~~ 14.4.18 PROGRAM PARTICIPANT's financial information, including revenues and disbursements for clothing and material provided by COUNTY and signed for by PROGRAM PARTICIPANT; wages and other incomes; and allowances received by and signed for by PROGRAM PARTICIPANT.

~~14.4.23~~ ~~Diagnostic studies.~~

~~14.4.24~~ ~~Report of interviews with PROGRAM PARTICIPANT.~~

~~14.4.25~~ 14.4.19 Progress notes, school performance, and employment attainment and progress.

~~14.4.26~~ 14.4.20 County Special Incident Reports.

~~14.4.27~~ 14.4.21 Clinical notes on services provided by treatment professionals.

14.4.22 Medical/dental records of visits/treatment.

~~14.4.28~~ 14.4.23 Termination Summary.

~~14.4.29~~ ~~All entries by CONTRACTOR are to be signed, dated, legible, and in a~~

1 ~~format approved by ADMINISTRATOR. Case narratives shall include, but are not limited to, the~~
 2 ~~following:~~

3 ~~14.5 Date referral is received, assessment of service needs, actions taken, and status of~~
 4 ~~referrals;~~

5 ~~14.6 Overall plan for PROGRAM PARTICIPANT, outcomes, and follow-up dates~~
 6 ~~arranged during contact;~~

7 ~~14.7 Weekly participation hours;~~

8 ~~14.8 Complete and accurate descriptions of the case activity;~~

9 ~~14.9 Issues related to the PROGRAM PARTICIPANT's progress toward the established~~
 10 ~~TILP; and~~

11 ~~14.10~~14.5 ~~The closing narrative shall include date and reason for the termination,~~
 12 ~~incomplete actions and reasons, actions to be taken upon termination~~ Upon termination of
 13 PROGRAM PARTICIPANT's participation, CONTRACTOR shall return all original records
 14 furnished by COUNTY to ~~TPSP~~CFS Liaison, ASW, or DPO, upon request, within thirty (30) days
 15 after PROGRAM PARTICIPANT's termination.

16 15. CONTRACTOR'S STAFF TRAINING AND MEETINGS

17 ~~15.1 Attend all mandated trainings and meetings as requested by ADMINISTRATOR.~~

18 ~~15.2~~15.1 CONTRACTOR shall attend initial training conducted by COUNTY staff
 19 with respect to CFS regulations and COUNTY policies and procedures. CONTRACTOR shall be
 20 required to attend any additional training(s) that COUNTY determines to be mandatory.
 21 CONTRACTOR shall conduct subsequent training(s) for its staff.

22 ~~15.3~~15.2 CONTRACTOR shall attend all mandated meetings and the following
 23 meetings scheduled by ADMINISTRATOR:

24 ~~15.4~~15.3 Case Review Conferences:

25 ~~15.4.1~~15.3.1 CONTRACTOR shall conduct at minimum, one (1) monthly
 26 ~~monthly~~ Case Review Conference to present and review the progress of participating PROGRAM
 27 PARTICIPANTS and services provided to PROGRAM PARTICIPANTS with CONTRACTOR's
 28 direct service staff, ~~TPSP~~CFS Liaison, ASW and supervisors and/or ADMINISTRATOR. Topics

to be discussed may include, but are not limited to, PROGRAM PARTICIPANTS' dynamics, case challenges, successful strategies for service delivery, resources utilized, and outcomes.

~~15.4.2~~15.3.2 CONTRACTOR agrees that all CONTRACTOR's direct staff shall attend these meetings. ADMINISTRATOR may attend CONTRACTOR's Case Review Conference meetings on a quarterly basis, with CONTRACTOR's staff, to provide consultation and assistance in monitoring and determining the focus of the programmatic services provided under this Agreement.

~~15.5~~15.4 Transitional Housing Program Contractors Meeting:

~~15.5.1~~15.4.1 CONTRACTOR's Program Coordinator and Assistant Coordinator shall attend monthly Contractors meetings.

16. BUDGET

16.1 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

LINE ITEMS

Administrative Costs ⁽¹⁾	\$2,515.00
Service Costs ⁽²⁾	\$790.00
Housing Expenses ⁽³⁾	\$650.00
Monthly Allowance for Household Items ⁽⁴⁾	<u>\$50</u>
Maximum Monthly Obligation per PROGRAM	\$4,005

PARTICIPANT

____(1) Administrative Cost to include salaries, operating expenses, equipment and other related costs.

____(2) Service Costs to include direct services staffs' salaries and benefits.

____(3) Housing Expenses to include rent and utilities.

____(4) Monthly Allowance for Household Items to include transportation, food, cleaning supplies, clothing, and telephone.

16.2 CONTRACTOR shall have the flexibility to allocate funds for Administrative Cost,

1 Service Costs, Housing Expenses and Monthly Allowance for Household Items based on the needs
2 of PROGRAM PARTICIPANTS.

3 16.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
4 notice, to add, delete or modify line items and/or amounts and/or the number and type of Full Time
5 Equivalent (FTE) positions as stated in Paragraph 16 and Paragraph 22 of this Exhibit A or
6 reducing the level of service to be provided by CONTRACTOR.

7 17. MEDICAL COSTS

8 17.1 CONTRACTOR shall coordinate each PROGRAM PARTICIPANT's Medi-Cal
9 eligibility. In absence of Medi-Cal, CONTRACTOR shall coordinate with community resources
10 for alternate free treatment (i.e., HCA/Medical Services for the Indigent or free clinics).

11 17.1.1 It is anticipated that any medical costs for PROGRAM PARTICIPANTS
12 under twenty-~~six~~~~one~~ (21~~26~~) years of age shall be paid by the State Medi-Cal program during such
13 periods as PROGRAM PARTICIPANT is eligible for health care services under that program.

14 17.2 If PROGRAM PARTICIPANT under the age of twenty-one (21), is ineligible for
15 Medi-Cal services, CONTRACTOR shall notify ~~TPSP~~-CFS Liaison, ASW, or DPO and specify
16 the medical treatment needed and approximate cost.

17 18. HANDLING COMPLAINTS

18 18.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving,
19 investigating and responding to provider and PROGRAM PARTICIPANT'S complaints,
20 including Civil Rights complaints, requests for COUNTY reviews, negative comments and other
21 complaints relating to the TFC.

22 18.2 CONTRACTOR shall maintain a log for identification and response to PROGRAM
23 PARTICIPANTS' complaints. When complaints cannot be resolved informally, a system of
24 follow-through shall be instituted which adheres to formal plans for specific actions and strict time
25 deadlines. Responses to complaints shall occur within two (2) business days.

26 18.3 For Civil Rights complaints, refer to Subparagraph 10.4.2 of this Agreement.

27 18.4 CONTRACTOR shall identify issues with potential legal implications, and review
28 any such cases with designated COUNTY staff prior to responding to the complaints.

1 18.5 CONTRACTOR shall provide to the COUNTY, in a form approved by the
 2 COUNTY, information pertaining to complaints, as well as CONTRACTOR's response to any
 3 complaints as described above within ten (10) business days of the complaint. CONTRACTOR
 4 shall provide a summary of all complaints and/or negative comments as prescribed and on a format
 5 approved by COUNTY. Complaints include, but are not limited to, complaints from PROGRAM
 6 PARTICIPANTS~~clients~~, other contract service providers, community organizations, and the
 7 public.

8 ~~19. OUTSIDE CONTACTS~~

9 ~~CONTRACTOR shall:~~

10 ~~19.1 Immediately inform ADMINISTRATOR of any inquiry from an elected official,~~
 11 ~~their representative, participant advocate, or the press, and immediately provide information in~~
 12 ~~order to permit ADMINISTRATOR to respond.~~

13 ~~19.2 Consult with ADMINISTRATOR prior to initiating contact with a participant~~
 14 ~~advocate or the press.~~

15 ~~19.3 Inform ADMINISTRATOR prior to initiating contact with an elected official or~~
 16 ~~their representative.~~

17 ~~20.~~19. QUALITY CONTROL

18 ~~20.1~~19.1 During the term of this Agreement, CONTRACTOR shall establish and
 19 utilize a comprehensive Quality Control Plan, on a format approved by COUNTY, to monitor the
 20 level of program service and quality. The Quality Control Plan shall be updated and resubmitted
 21 for COUNTY approval when changes occur. The Quality Control Plan shall include, but not be
 22 limited to, the following:

23 ~~20.2~~19.2 The method for ensuring the services, deliverables, and requirements
 24 defined in this Agreement are being provided at or above the COUNTY's level of quality;

25 ~~20.3~~19.3 The method for assuring that the professional staff rendering services under
 26 the Agreement have the necessary qualifications;

27 ~~20.4~~19.4 The method for identifying and preventing deficiencies in the quality of
 28 service as defined by COUNTY policy;

1 ~~20.5~~19.5 The method for providing COUNTY with a copy of CONTRACTOR's case
2 reviews, a clear description of, and corrective action taken, to resolve identified problems;

3 ~~20.6~~19.6 Items/areas to be inspected on either a scheduled or unscheduled basis, how
4 often inspections will be accomplished, and the title of the individual(s) who will perform the
5 inspections;

6 ~~20.7~~19.7 Specific methods for identifying and preventing deficiencies in the quality
7 of service performed, before the level of performance becomes unacceptable;

8 ~~20.8~~19.8 Maintenance of a file of all inspections conducted by CONTRACTOR and,
9 if necessary, the corrective action taken; ~~and~~

10 ~~20.9~~ — ~~Method for continuing services in the event of a strike by the CONTRACTOR's~~
11 ~~employees or a natural disaster.~~

12 21.20. BUSINESS CONTINUITY PLAN

13 ~~21.2~~20.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)
14 that identifies how CONTRACTOR will continue to provide services after a business interruption,
15 including, but not limited to, a strike by CONTRACTOR's employees or a natural disaster. The
16 BCP will include a Disaster Preparedness and Response Plan and will be submitted to COUNTY
17 within thirty (30) days of the commencement of this Agreement. The BCP shall be reviewed,
18 updated, and resubmitted to COUNTY as changes occur.

19 ~~21.220.2~~ The Disaster Preparedness and Response Plan shall include, but not be
20 limited to, the following:

21 ~~21.2.1~~20.2.1 Evacuation protocols and procedures that include CONTRACTOR's
22 responsibility for the safety, relocation, and tracking of all PROGRAM
23 PARTICIPANTS~~participants~~ in its care during any disaster event.

24 ~~21.2.2~~20.2.2 Notification to be made to ADMINISTRATOR with regard to
25 participants' welfare, including the provision of on-site emergency contact information.

26 ~~21.2.3~~20.2.3 Provisions for maintaining court-ordered services during a disaster.

27 ~~21.2.4~~20.2.4 Protection and recovery of participants' records.

28 ~~21.2.5~~20.2.5 Provision of crisis-response services to participants such as crisis

1 counseling, medical needs, both through the provision of prescribed medications, or through the
2 provision of emergency medical services.

3 ~~21.2.6~~20.2.6 Disaster response training for staff.

4 ~~21.2.7~~20.2.7 Maintenance and review of plan at regular intervals.

5 22.21. CONTRACTOR PERFORMANCE MONITORING AND UTILIZATION REVIEWS

6 ~~22.1~~21.1 The CONTRACTOR's performance will be monitored and reviewed by
7 ADMINISTRATOR who will conduct reviews as part of an ongoing evaluation of the
8 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in
9 providing the information necessary for performance monitoring.

10 ~~22.2~~21.2 CONTRACTOR and ADMINISTRATOR's designee shall meet at least
11 annually to review and evaluate a random selection of current and past PROGRAM
12 PARTICIPANTS' case records. The review may include, but is not limited to, an evaluation of
13 the appropriateness of services provided. ADMINISTRATOR will conduct the Utilization Review
14 (UR) at CONTRACTOR's facility referenced in Paragraph 8 of this Exhibit A, with date and time
15 determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or
16 written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of
17 the UR and take corrective action accordingly.

18 ~~22.3~~ ADMINISTRATOR may use a variety of inspection methods to evaluate
19 CONTRACTOR's performance, including, but not be limited to, the following:

20 ~~22.3.1~~ ADMINISTRATOR will inspect CONTRACTOR's cases and applicable
21 data reports to ensure compliance with the outcome objectives;

22 ~~22.3.2~~ Random sampling of program activities including a review of case files each
23 month.

24 ~~22.3.3~~ Activity checklists and random observations.

25 ~~22.3.4~~ Inspection of output items on a periodic basis as deemed necessary.

26 ~~22.3.5~~ COUNTY computer data system reports.

27 ~~22.3.6~~ Participant complaints and/or participant questionnaires.

28 ~~22.3.7~~ Service provider complaints or reports.

1 ~~22.4~~21.3 When it is determined that services were not performed in accordance with
2 this Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may
3 require a corrective action plan. CONTRACTOR shall, within the time period specified in any
4 such corrective action plan, remedy the performance defects.

5 ~~22.5~~21.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
6 information necessary for performance monitoring, and with authorized ~~s~~State or ~~f~~Federal
7 representatives who may audit program services.

8 ~~22.6~~21.5 Performance evaluation meetings will be conducted as deemed necessary
9 by ADMINISTRATOR.

10 ~~23.22.~~ STAFF

11 ~~23.1~~22.1 CONTRACTOR shall ensure that all direct service positions are required to
12 have the ability to speak, read and write in English, and in the specified language, (i.e. Spanish or
13 Vietnamese) in which services are to be delivered. At a minimum, CONTRACTOR shall provide
14 translation services for all languages as needed to ensure all participants are provided services in
15 the language they speak. Additionally, all direct services staff shall have the ability to prepare
16 clear, complete and concise reports in English.

17 ~~23.2~~22.2 CONTRACTOR's direct service staff shall not live on the site, but will use
18 the office space that is available.

19 ~~23.3~~22.3 CONTRACTOR's staff shall respect the culture of each PROGRAM
20 PARTICIPANT served and ~~provide~~ensure staff are culturally responsive in line with ICPM~~direct~~
21 ~~service employees~~, as described in Subparagraph 2.4 of this Exhibit A.

22 ~~23.4~~22.4 Case Manager staff shall be available on a twenty-four (24) hours basis for
23 crisis intervention and support, which shall include providing each PROGRAM PARTICIPANT
24 with a twenty-four (24) hour emergency telephone number to assist PROGRAM PARTICIPANT
25 in living independently.

26 ~~23.5~~22.5 CONTRACTOR shall provide direct service staff with a minimum of one
27 (1) hour of individual supervision per week, four (4) hours of group supervision per month, and
28 ensure that they complete six (6) hours of training per quarter in child abuse and adolescent issues

1 and other topics related to program delivery (e.g., human development, substance use, reproductive
2 health, etc.).

3 ~~23.6~~22.6 CONTRACTOR shall provide ongoing staff training and assistance to its
4 staff to ensure that all assignments are effectively handled.

5 ~~23.7~~22.7 CONTRACTOR shall provide staff training in understanding cultural
6 differences among PROGRAM PARTICIPANTS to ensure that staff recognizes and effectively
7 intervenes to overcome any language and/or cultural barriers to employment that may be evident.

8 ~~23.8~~22.8 CONTRACTOR shall provide a training program designed to educate
9 employees who work directly with PROGRAM PARTICIPANTS about the characteristics of
10 THP-Plus/THPP-NMD participants. The training shall be designed to ensure that these employees
11 are able to adequately support and counsel PROGRAM PARTICIPANTS and provide them with
12 ILS training.

13 ~~23.9~~22.9 CONTRACTOR shall employ staff that serve as role models and support to
14 PROGRAM PARTICIPANTS.

15 ~~23.10~~22.10 CONTRACTOR shall maintain a log of in-house training activities and
16 participants. This log shall be made available to the ADMINISTRATOR upon request.

17 ~~23.11~~22.11 CONTRACTOR shall provide the following described ~~Full-Time~~
18 ~~Equivalent~~(FTE) staff positions:

19 ~~23.11.1~~22.11.1 Program Supervisor - One (1.0) FTE

20 _____ Duties:

21 ~~23.11.1.1~~22.11.1.1 Recruit, hire and train staff.

22 ~~23.11.1.2~~22.11.1.2 Conduct interview and screening of referred
23 PROGRAM PARTICIPANT.

24 ~~23.11.1.3~~22.11.1.3 Provide weekly and monthly supervision,

25 ~~23.11.1.4~~22.11.1.4 Conduct ongoing staff evaluations.

26 ~~23.11.1.5~~22.11.1.5 Submit all reports as requested by
27 ADMINISTRATOR.

28 ~~23.11.1.6~~22.11.1.6 Be on-call twenty-four (24) hours a day.

1 ~~23.11.1.7~~22.11.1.7 Maintain collaborative relationships with outside
2 partner agencies, County staff, and TFC contracted service providers.

3 Qualifications:

4 ~~23.11.1.8~~22.11.1.8 Master’s degree in social work, psychology,
5 counseling or related field; or Bachelor’s degree in social work, psychology, counseling or related
6 field and a minimum of five (5) years of progressively responsible social work casework
7 experience in a public or private organization working with transitional age youth.

8 ~~23.11.1.9~~22.11.1.9 Must be at least twenty-four (24) years of age.

9 ~~23.11.1.10~~22.11.1.10 Must possess a valid California driver's license with
10 proof of insurance.

11 ~~23.11.1.11~~22.11.1.11 Must possess a basic understanding of adolescent
12 and child abuse issues, human development and trauma informed care.

13 ~~23.11.1.12~~22.11.1.12 Must possess experience in assigning and monitoring
14 of other's work.

15 ~~23.11.2~~22.11.2 Case Managers - Seven (7.0) FTE (~~A minimum of two (2)~~
16 ~~Case Managers will have a minimum of one (1) year of experience in crisis intervention~~)

17 The Case Manager staff shall be scheduled to provide awake supervision
18 twenty-four (24) hours per day, seven (7) days per week. The work shifts shall be ~~7:00~~ a.m. to
19 ~~3:00~~ p.m., ~~3:00~~ p.m. to ~~11:00~~ p.m., and ~~11:00~~ p.m. to ~~7:00~~ a.m.

20 Duties:

21 ~~23.11.2.1~~22.11.2.1 Participate in program development.

22 ~~23.11.2.2~~22.11.2.2 Facilitate application and intake process.

23 ~~23.11.2.3~~22.11.2.3 Assist PROGRAM PARTICIPANTS through the
24 move-in and orientation process.

25 ~~23.11.2.4~~22.11.2.4 Attend weekly THP-Plus/THPP-NMD staff meeting
26 and community building THP-Plus/THPP-NMD participant meetings.

27 ~~23.11.2.5~~22.11.2.5 Facilitate monthly support group meetings.

28 ~~23.11.2.6~~22.11.2.6 Implement PROGRAM PARTICIPANT’s treatment

1 plans as devised by the team.

2 ~~23.11.2.7~~22.11.2.7 Support each PROGRAM PARTICIPANT in
3 developing and meeting the TILP goals.

4 ~~23.11.2.8~~22.11.2.8 Coordinate the transportation of each PROGRAM
5 PARTICIPANT to medical appointments and any emergencies as needed.

6 ~~23.11.2.9~~22.11.2.9 Maintain accurate records and reports on a daily
7 basis (i.e., intake information, personal logs, treatment notes, staff communication log, termination
8 assessment, incident and runaway reports, behavioral health contacts).

9 ~~23.11.2.10~~22.11.2.10 Match PROGRAM PARTICIPANT with a mentor
10 when appropriate.

11 ~~23.11.2.11~~22.11.2.11 Supervise mentors.

12 ~~23.11.2.12~~22.11.2.12 Coordinate medical and dental needs of each
13 PROGRAM PARTICIPANT.

14 ~~23.11.2.13~~22.11.2.13 Be on-call twenty-four (24) hours a day.

15 ~~23.11.2.14~~22.11.2.14 Coordinate after-care support for PROGRAM
16 PARTICIPANTS.

17 ~~23.11.2.15~~22.11.2.15 Maintain frequent and consistent contact with
18 representatives of all involved agencies.

19 Qualifications:

20 ~~23.11.2.16~~22.11.2.16 Bachelor's degree in social work, psychology, human
21 services or related field with a minimum of two (2) years of experience working in a human
22 services field.

23 ~~23.11.2.17~~22.11.2.17 Must be at least twenty-four (24) years of age.

24 ~~23.11.2.18~~22.11.2.18 Must possess a valid California driver's license with
25 proof of insurance.

26 ~~23.11.2.19~~22.11.2.19 Must possess a basic understanding of adolescent
27 and child abuse issues, human development and trauma informed care.

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~~23.11.3~~22.11.3 One-half (.50) FTE Licensed Clinician

Duties:

~~23.11.3.1~~22.11.3.1 Provide crisis, individual, group and family therapy and support services to PROGRAM PARTICIPANTS.

~~23.11.3.2~~22.11.3.2 Conducts psycho-education workshops addressing the needs of the PROGRAM PARTICIPANTS ~~clients~~ (e.g., healthy relationships, social skills, substance use, interview skills, etc.).

~~23.11.3.3~~22.11.3.3 Conduct behavioral health assessments and coordinate care with multidisciplinary team.

~~23.11.3.4~~22.11.3.4 Maintain a caseload of up to fourteen (14) PROGRAM PARTICIPANTS per month depending on caseload intensity.

~~23.11.3.5~~22.11.3.5 Participate in meetings, supervision and consultation as required.

~~23.11.3.6~~22.11.3.6 Provide regular and ongoing communication and care coordination. Work closely with multidisciplinary team.

~~23.11.3.7~~22.11.3.7 Complete intakes and assessments including a Mental Health Assessment, HIPAA and consent paperwork.

~~23.11.3.8~~22.11.3.8 Assist in determining appropriateness of referrals to behavioral health programs and linkage to behavioral health programs, as appropriate.

~~23.11.3.9~~22.11.3.9 Assist multidisciplinary team in developing a sustainability plan to include community, family and friends to provide ongoing support when services terminate.

~~23.11.3.10~~22.11.3.10 Work a schedule that includes evenings and weekend appointments and an on-call rotation.

Qualifications:

~~23.11.3.11~~22.11.3.11 Master's Degree in Social Work, Psychology, Counseling or related field and two (2) years of experience providing home, community and school based clinical services.

~~23.11.3.12~~22.11.3.12 Possess one (1) of the following licenses: California State License, Professional Counselor, Marriage and Family Therapist, Psychologist, Clinical Social Worker.

~~23.11.3.13~~22.11.3.13 Experience in writing clinical assessments, documentation, case notes as well as treatment, service and discharge plans.

~~23.11.3.14~~22.11.3.14 Experience working within multiple systems including: Juvenile Justice, Mental/Behavioral Health, Children and Family Services and community-based organizations.

~~23.11.3.15~~22.11.3.15 Familiarity with community resources.

~~23.11.3.16~~22.11.3.16 Experience and or knowledge of cultural issues related to marginalized youth and young adults.

~~23.11.3.17~~22.11.3.17 Must possess a high level of self-initiation, efficiency, organizational skills and the ability to meet mandatory deadlines.

~~23.12 Administrative Assistant - One-half (.50) FTE~~

~~Duties:~~

~~23.12.1 Answer phones.~~

~~23.12.2 Maintain office equipment.~~

~~23.12.3 Stock office supplies.~~

~~23.12.4 Assist staff as needed.~~

~~Qualifications:~~

~~23.12.5 High School diploma or GED and be a minimum of twenty one (21) years of age.~~

~~23.12.6~~22.11.4 Education Specialist - One-half (.50) FTE

Duties:

~~23.12.6.1~~22.11.4.1 Meet with all PROGRAM PARTICIPANTS who need educational guidance.

~~23.12.6.2~~22.11.4.2 Follow up on a monthly basis to advise and monitor PROGRAM PARTICIPANT's progress.

1 ~~23.12.6.3~~22.11.4.3 Partner with foster youth services, the educational
2 system, and vocational system (e.g., counselors, Extended Opportunity Programs and Services) to
3 ensure that PROGRAM PARTICIPANTS pursuing a High School diploma, GED, or High School
4 Proficiency Certificate are receiving the support they need to succeed.

5 ~~23.12.6.4~~22.11.4.4 Provide technical assistance with college or post-
6 secondary education applications, enrollment processes, financial aid, scholarships, etc.

7 ~~23.12.6.5~~22.11.4.5 Organize school tours and interviews.

8 ~~23.12.6.6~~22.11.4.6 Maintain accurate records and reports on a daily
9 basis (i.e., educational needs, follow up services, achievements, etc.).

10 ~~23.12.6.7~~22.11.4.7 Maintain at minimum monthly contact with
11 representatives of all involved agencies.

12 ~~23.12.6.8~~22.11.4.8 Review the vocational assessment on file or have
13 CONTRACTOR complete a vocational assessment with the PROGRAM PARTICIPANT.

14 Qualifications:

15 ~~23.12.6.9~~22.11.4.9 Bachelor's degree in social work, psychology, human
16 services or related field with one (1) to two (2) years of experience in working in a human services
17 field.

18 ~~23.12.6.10~~22.11.4.10 Must be at least twenty-one (21) years of age.

19 ~~23.12.6.11~~22.11.4.11 Must possess a valid California driver's license with
20 proof of insurance,

21 ~~23.12.6.12~~22.11.4.12 Must possess a solid understanding of educational
22 and vocational resources available to THP-Plus/THPP-NMD PROGRAM PARTICIPANTS as
23 well as how to access these resources.

24 ~~23.12.6.13~~22.11.4.13 Must possess a basic understanding of adolescent
25 and child abuse issues, human development and trauma informed care as it applies to adolescent
26 and young adult behavior.

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~~23.12.7~~22.11.5 Employment Specialist - One-half (.50) FTEDuties:

~~23.12.7.1~~22.11.5.1 Assist PROGRAM PARTICIPANTS with job readiness training and support including linkages to Workforce Investment Act partners, One-Stop Centers, mentor programs, and other appropriate employment resources.

~~23.12.7.2~~22.11.5.2 Assist PROGRAM PARTICIPANTS in obtaining employment and build their employment skills in order to retain their jobs.

~~23.12.7.3~~22.11.5.3 Coach PROGRAM PARTICIPANTS on job applications, resume, and interviewing skills.

~~23.12.7.4~~22.11.5.4 Identify any barriers to employment and evaluate the need for referrals to other service providers in the community.

~~23.12.7.5~~22.11.5.5 Monitor progress and maintain accurate records and reports as needed (i.e., training sessions, interviews, hours worked, etc.).

Qualifications:

~~23.12.7.6~~22.11.5.6 Bachelor's degree in social work, psychology, human services or related field with a minimum of two (2) years of experience in working in a human services field.

~~23.12.7.7~~22.11.5.7 Must be at least twenty-one (21) years of age.

~~23.12.7.8~~22.11.5.8 Must possess a valid California driver's license with proof of insurance,

~~23.12.7.9~~22.11.5.9 Must possess a basic understanding of adolescent and child abuse issues, human development and trauma informed care as it applies to adolescent and young adult behavior.

~~23.12.7.10~~22.11.5.10 Possess a basic understanding of the behaviors necessary for PROGRAM PARTICIPANTS to secure and maintain employment.

~~23.12.7.11~~22.11.5.11 Possess a basic understanding of employment law and/or the ability to refer PROGRAM PARTICIPANTS to the appropriate resources.

~~23.13 – Bookkeeper/Accounting Clerk – One-fourth (.25) FTE~~

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~~_____~~ Duties:

~~23.13.1 Prepare accounting summaries of contract expenditures at month end.~~

~~23.13.2 Prepare bi-weekly payroll from approved time sheets to payroll supervisor.~~

~~23.13.3 Obtain contract billing information from Program Supervisor and prepare monthly claims for reimbursement from COUNTY.~~

~~23.13.4 Prepare accounts receivables for Chief Accountant.~~

~~23.13.5 Prepare the payable checks from approved invoices and present for signature.~~

~~23.13.6 Prepare signed checks for mailing to vendors.~~

~~23.13.7 Prepare other bookkeeping functions as directed by Chief Accountant.~~

~~_____~~ Qualifications:

~~23.13.8 Minimum two (2) years of computer experience including payroll, accounts payable, and general ledger.~~

~~23.13.9 Ability to operate ten key calculator by touch.~~

~~23.13.10 Must be proficient in Microsoft Office, Excel and Word software.~~

~~23.13.11 Must have a minimum six (6) units of general bookkeeping or related field.~~

~~23.13.12 Adult Mentor (Volunteer)~~

~~23.13.13 _____~~ Duties:

~~23.13.14 Assist PROGRAM PARTICIPANTS with building community relationships.~~

~~23.13.15 _____~~ Qualifications:

~~23.13.16 Minimum of one (1) year of experience in working with at risk transitional aged youth.~~

~~23.13.17 Participate in a volunteer training and pass background check through a criminal clearance, child abuse index check, Department of Motor Vehieles clearance, and must provide two (2) references prior to having any contact with PROGRAM PARTICIPANTS.~~

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~~23.13.18 — Must attend mentor orientation for the rules and regulations of the Transitional Residential Home Services program and for an understanding of the mentor and PROGRAM PARTICIPANT relationship and PROGRAM PARTICIPANT's background.~~

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