

CONTRACT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST  
FOR THE PROVISION OF TRANSITIONAL HOUSING PROGRAM-PLUS AND  
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR NON-MINOR DEPENDENTS  
REMOTE SITES

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

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of the Transitional Housing Program-Plus and Transitional Housing Placement Program for Non-Minor Dependents services;

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

WHEREAS, such services are authorized and provided for pursuant to Health and Safety Code (HSC) Sections 1559.110 to 1559.115, and Welfare and Institutions Code (WIC) Sections 11403, and 16522.1; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2022, and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 40 of this Contract; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Attachment A to the Contract between County of Orange and OLIVE CREST, for the Provision of the Transitional Housing Program-Plus (THP-Plus) and Transitional Housing Placement Program for Non-Minor Dependents (THP-NMD) Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 25 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Contract, CONTRACTOR shall comply with all

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

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

## 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

### 6.1 Delegation and Assignment

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

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

### 6.2 Change of Ownership

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

and obligations contained in this Contract and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

- 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Contract.

8.2 Change in Form of Business Organization

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

8.3 Name Change

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

9. NON-DISCRIMINATION

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

9.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,



gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

- 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

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

9.4 Non-Discrimination in Service Delivery

- 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual

of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7<sup>th</sup> Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

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

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

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

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

## 10. NOTICES

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

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

CONTRACTOR: Olive Crest  
ATTN: Donald Verleur, Chief Executive Officer  
2130 E. Fourth Street, Suite 200  
Santa Ana, CA 92705

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

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

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or

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

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

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

13. INSURANCE

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

herein for CONTRACTOR.

- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Contract, agrees to all of the following:
- 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

- 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.
- 13.5 Qualified Insurer
- 13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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

13.8 Required Coverage Forms

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

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

13.9 Required Endorsements

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

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

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

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

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

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

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

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

- 13.11 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.
- 13.13 If CONTRACTOR's Professional Liability and Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability and Network Security & Privacy Liability coverage for two (2) years following completion of this Contract.
- 13.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Contract.
- 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates



of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

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

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

- 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.
- 14.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
- 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.
- 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.
- 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract,

regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

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

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

16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

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

18. BREACH SANCTIONS

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

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

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

18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

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

19. PAYMENTS

19.1 During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, pursuant to the authority of the State of California, the rate of reimbursement for the services provided under this Contract, as may be adopted by COUNTY and/or established by the State of California, and as stated in CDSS Manual of Policies and Procedures, Division 11, Chapter 11-425.1. Payments shall accrue from the date Program Participant is placed and terminate on the date Program Participant is discharged, terminated, runs away, or otherwise leaves the CONTRACTOR's facility. No payment shall accrue to CONTRACTOR if the Program Participant is placed in and removed from the facility and placed in another facility on the same day, e.g., the Program Participant must spend the night in the facility before payment shall accrue.

19.2 The daily rate shall be paid when an individual Program Participant occupies a bed for less than a full calendar month. The monthly rate shall be paid when individual Program Participant occupies a bed for a full calendar month.

19.3 ADMINISTRATOR may change rates referenced in Subparagraph 19.1 when such

changes are adopted by the COUNTY and/or pursuant to the authority of the State of California. CONTRACTOR shall bill COUNTY as specified by ADMINISTRATOR. Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed invoice when applicable from CONTRACTOR, including required supporting documentation.

19.4 CONTRACTOR shall provide written notice to COUNTY immediately, upon receipt of a payment for a Program Participant which is inconsistent with the period of placement that results in an overpayment or underpayment. The overpayment or underpayment shall be identified by the Program Participant's name, case number and the amount of overpayment or underpayment.

20. OVERPAYMENTS

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

21. OUTSTANDING DEBT

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

22. FINAL REPORT

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

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

23. INDEPENDENT AUDIT

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

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

24. RECORDS, INSPECTIONS, AND AUDITS

24.1 Financial Records

24.1.1 CONTRACTOR shall prepare and maintain accurate and complete

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

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

## 24.2 Client Records

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

24.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 40.2.

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

## 24.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this

Contract, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

#### 24.4 Inspections and Audits

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

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

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

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

#### 24.5 Evaluation Studies

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

### 25. PERSONNEL DISCLOSURE

- 25.1 This Paragraph 25 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid (hereinafter referred to as "Personnel").
- 25.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:
- 25.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;
  - 25.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;
  - 25.2.3 The professional degree, if applicable, and experience required for each position; and
  - 25.2.4 The language skill, if applicable, for all Personnel.
- 25.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Contract.
- 25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).
- 25.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California



Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.

- 25.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 25.4 and 25.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 25.7 In the event a record is revealed through the processes described in Subparagraphs 25.4 and 25.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 25.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 25.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 18 above.
- 25.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's

Personnel.

25.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

25.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.

25.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 25 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section

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

28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY

LAW

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

29. CONFIDENTIALITY

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

29.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.

29.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that

any person violating the provisions of said California state law may be guilty of a crime.

29.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

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

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

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

30. SECURITY

30.1 Security Requirements

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

30.1.1.1 Storage of confidential paper files that ensures records are secured,

handled, transported, and destroyed in a manner that prevents unauthorized access.

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

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

30.1.1.4 Firewall protection.

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

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

## 30.2 Security Breach Notification

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

30.2.1.1 Investigate to determine the nature and extent of the Security

Breach.

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

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

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

31. COPYRIGHT ACCESS

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

32. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver

by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

33. SERVICES DURING EMERGENCY AND/OR DISASTER

- 33.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.
- 33.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.
- 33.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies

necessary to conduct business during an emergency and/or disaster.

34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

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

34.2.3.1 Any commercial product or service; and

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

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

35. REPORTS



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

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

36. ENERGY EFFICIENCY STANDARDS

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

37. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of

\$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 38.1.1.1 - 38.1.1.4.

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

38.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

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

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

38.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

39. POLITICAL ACTIVITY

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

40. TERMINATION PROVISIONS

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

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

40.3 In the event of termination of this Contract, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse

for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Contract.

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

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

#### 41. COOPERATIVE CONTRACT

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

certificates of insurance and bonds required. CONTRACTOR is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

42. GOVERNING LAW AND VENUE

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

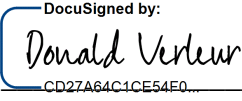
43. SIGNATURE IN COUNTERPARTS

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

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

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

**Contractor: OLIVE CREST**

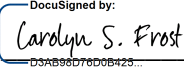
Donald Verleur	CEO
_____	_____
Print Name	Title
	4/22/2022   2:49:07 PM PDT
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

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

**APPROVED AS TO FORM**  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

Carolyn S. Frost	Deputy County Counsel
_____	_____
Print Name	Title
	4/22/2022   3:41:15 PM PDT
_____	_____
Signature	Date

**ATTACHMENT A  
SCOPE OF WORK**

**FOR THE PROVISION OF TRANSITIONAL HOUSING PROGRAM-PLUS AND  
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR NON-MINOR DEPENDENTS  
REMOTE SITES**

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to clients referred by Social Services Agency (SSA) and Orange County Probation Department. The population to be served shall include Emancipated Young Adults and Non-Minor Dependents.

1.2 Emancipated Young Adults and Non-Minor Dependents that have been accepted into a Transitional Housing Program-Plus (THP-Plus) or Transitional Housing Placement Program for Non-Minor Dependents (THP-NMD) program shall hereinafter be referred to as "PROGRAM PARTICIPANTS." Emancipated Young Adults and Non-Minor Dependents that are applying to a THP-Plus and/or THP-NMD program shall hereinafter be referred to as "PROGRAM APPLICANTS."

2. DEFINITIONS

2.1 After-Care Services: Support services available to PROGRAM PARTICIPANTS who have exited/completed THP-Plus/THPP-NMD program.

2.2 Assigned Social Worker (ASW): SSA employee assigned as the case-carrying social worker responsible for the PROGRAM PARTICIPANT's or PROGRAM APPLICANT's placement and care.

2.3 Case Manager: Employee of CONTRACTOR who is responsible for providing all of the case management duties for PROGRAM PARTICIPANTS.

2.4 Children and Family Services (CFS) Liaison: SSA employee responsible for referral coordination, meeting regularly with providers, and oversight of quality assurance of CONTRACTOR.

2.5 Deputy Probation Officer (DPO): The PROGRAM PARTICIPANT's or

PROGRAM APPLICANT's probation officer.

- 2.6 Emancipated Young Adult: Former foster youth ages eighteen (18) to twenty-five (25) years of age who exited foster care on or after their 18th birthday and were dependents or wards of the court through SSA or Orange County Probation Department.
- 2.7 Extended Foster Care (EFC): The period of time that provides PROGRAM PARTICIPANTS or PROGRAM APPLICANTS extended time as a Non-Minor Dependent as defined in Subparagraph 2.13.
- 2.8 Harm-Reduction Model: Policies, programs, and practices that aim to minimize negative health, social, and legal impacts associated with various human behaviors both legal and illegal, such as substance use behaviors, risky sexual behavior, and human sex trafficking.
- 2.9 Health and Education Passport (HEP): The form that provides historical and current medical, dental, behavioral health, and educational information as it pertains to a PROGRAM PARTICIPANT or PROGRAM APPLICANT.
- 2.10 Independent Living Program (ILP): A program authorized by the Foster Care Independence Act of 1999 (Public Law 106-169). The ILP provides training, services, and benefits to assist current and former foster youth's successful transition to adulthood.
- 2.11 Multi-Disciplinary Team (MDT): A team of individuals with diverse expertise that meet to review the case and PROGRAM PARTICIPANT's/PROGRAM APPLICANT's progress with the program. The CONTRACTOR's Case Manager may be responsible for initiating the MDT meeting. MDT members may consist of the following: CONTRACTOR's Case Manager; ASW and SSA program staff; Mental Health and Recovery Services staff; DPO if applicable; educational provider if applicable; and any other individuals whose relevant expertise would benefit the MDT.
- 2.12 Needs and Services Plan: A written plan required by Title 22, California Code of



Regulations (CCR), Sections 84068.2 and 84268.2.

- 2.13 Non-Minor Dependent (NMD): Pursuant to California Welfare and Institutions Code (WIC) Section 11400(v), a former foster youth ages eighteen (18) to twenty-one (21) years who is eligible for and elects to participate in Extended Foster Care.
- 2.14 Remote Sites: Single housing units where PROGRAM PARTICIPANTS live independently without provider staff living in the same building, which may include apartments, condominiums, or single family dwellings that are rented, leased, or owned by CONTRACTOR in various locations in Orange County.
- 2.15 Supportive Services: CONTRACTOR provided services designed to help PROGRAM PARTICIPANTS develop the life skills necessary to live independently.
- 2.16 Transitional Housing Placement Program for Non-Minor Dependent (THP-NMD): A program certified by SSA and licensed by the CDSS, Community Care Licensing Division (CCLD) to provide safe housing and supportive services to NMDs, and assistance in developing needed skills to transition to independent living based on the NMD's TILP and Needs and Service Plan.
- 2.17 Transitional Housing Program-Plus (THP-Plus): A program certified by SSA to provide supervised transitional housing opportunities to eligible young adults (i.e., PROGRAM PARTICIPANTS) pursuant to Health and Safety Code Sections 1559.110 and 1559.115 and WIC Section 11400(r) and (s).
- 2.18 Transitional Independent Living Plan (TILP): A plan established by the ASW or DPO in collaboration with the PROGRAM PARTICIPANT to develop and document meaningful and attainable goals that will support the PROGRAM PARTICIPANT's successful transition to adulthood, and meet at least one (1) participation requirement for the PROGRAM PARTICIPANT to remain eligible for EFC as defined in Subparagraph 2.7.
- 2.19 Unauthorized Absence: An event when a PROGRAM PARTICIPANT has been out of the residence for more than three (3) consecutive days without prior approval from

a Case Manager.

3. COUNTY CERTIFICATION AND LICENSING

3.1 CONTRACTOR must be certified by the COUNTY to provide THP-Plus Services pursuant to HSC Sections 1559.110 to 1559.115 and WIC Sections 11403 and 16522.1. CONTRACTOR shall maintain its certification throughout the term of this Contract.

3.2 CONTRACTOR shall possess current THP-NMD licensure by CDSS, CCLD as set forth under HSC Sections 1559.110 to 1559.115. CONTRACTOR shall maintain such licensure throughout the term of this Contract.

4. CONTRACTOR'S PLAN OF OPERATION

4.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of its Plan of Operation as submitted to the CDSS Foster Care Rates Bureau and/or CCLD subsequent to the execution of this Contract. CONTRACTOR shall submit to ADMINISTRATOR any updates, changes, or modifications to its Plan of Operation during this Contract. The provisions of the revised Plan of Operation shall supersede the provisions contained in the previous Plan of Operation to the extent that they conflict.

5. ASSESSMENT AND EVALUATION

5.1 CONTRACTOR shall ensure that each PROGRAM PARTICIPANT is evaluated using an ADMINISTRATOR approved standardized assessment instrument according to its recommended frequency of usage.

5.2 CONTRACTOR shall track and evaluate PROGRAM PARTICIPANT's progress on a monthly basis by measuring the following seven (7) transition to adulthood capabilities using the John Burton Advocates for Youth THP-NMD & THP-Plus Participant Tracking Systems or ADMINISTRATOR approved web-based database:

- 5.2.1 Family/social support
- 5.2.2 Daily independent living skills
- 5.2.3 Education
- 5.2.4 Employment
- 5.2.5 Housing
- 5.2.6 Health

## 5.2.7 Financial responsibility

5.3 ADMINISTRATOR will provide CONTRACTOR with initial training in the use of the John Burton Advocates for Youth THP-NMD & THP-Plus Participant Tracking Systems or COUNTY approved web-based database as necessary to comply with the requirements of this Contract.

5.4 To the extent the PROGRAM PARTICIPANT agrees, CONTRACTOR shall track and evaluate the success of PROGRAM PARTICIPANTS every six (6) months for one (1) year post-completion of the program using John Burton Advocates for Youth THP-NMD & THP-Plus Participant Tracking Systems or COUNTY approved web-based database.

6. OUTCOME OBJECTIVES

6.1 CONTRACTOR shall achieve the following outcome objectives during the term of this Contract:

6.1.1 Ninety-five percent (95%) of Program Applicants will receive an initial face-to-face interview within fourteen (14) calendar days of CONTRACTOR's receipt of referral.

6.1.2 Ninety-five percent (95%) of Program Applicants shall have a disposition of their admittance into the program within seven (7) calendar days after the interview is completed.

6.1.3 Eighty percent (80%) of Program Participants shall successfully complete the program as demonstrated by voluntary program exit to another approved placement or other secure housing.

6.1.4 Eighty percent (80%) of Program Participants with planned exit shall obtain secure housing outcomes (e.g., transition from Remote Sites to shared housing with a friend or family, or self-leased housing).

6.1.5 Eighty percent (80%) of Program Participants with individualized Service Plan educational goals are engaged in supportive educational services and activities to achieve their educational goals.

6.1.6 Eighty percent (80%) of Program Participants with individualized Service Plan employment goals are engaged in employment readiness services and

activities to achieve their employment goals.

6.2 ADMINISTRATOR may, at its sole discretion, require changes to the goals and outcomes stated in this Paragraph 6, in accordance with any changes in law and/or State policy or regulation.

7. PRINCIPLES

7.1 CONTRACTOR shall incorporate the following four (4) principles that provide a framework for preparing PROGRAM PARTICIPANTS for independent living and self-sufficiency:

7.1.1 Recognize that PROGRAM PARTICIPANTS are adults with all the legal rights and responsibilities of adults.

7.1.2 Have program rules that are distinct from those that apply to minors currently in foster care.

7.1.3 Provide services that allow PROGRAM PARTICIPANTS the freedom to make personal decisions, pursue personal interests and relationships, work towards achieving goals that will prepare them for self-sufficiency, and, as may occur, work through the consequences of poor decisions.

7.1.4 Provide PROGRAM PARTICIPANTS with COUNTY approved Supportive Services related to transition to adulthood capabilities.

8. REFERRALS

8.1 It is mutually understood that no minimum number of referrals is guaranteed, expressed, or implied, under this Contract.

8.2 The County of Orange SSA and/or Probation Department shall be the sole source of all referrals for placements to the THP-Plus/THP-NMD program.

9. SERVICE REQUIREMENT

CONTRACTOR shall:

9.1 Comply with all requirements of the CCR Title 22, Division 6, Chapters 1 and 7 and the Interim Licensing Standards for NMDs in Foster Care that regulate the Transitional Housing Placement Program.

9.2 Provide case management and Supportive Services to PROGRAM PARTICIPANTS

to address the following target areas:

- 9.2.1 Education: Completing high school and/or pursuing postsecondary education;
  - 9.2.2 Employment: Participating in career exploration, strengths assessments, vocational assessments, soft skills building, volunteerism, employment readiness, employment placement, and employment stability activities;
  - 9.2.3 Housing: Participating in transitional housing programs and other stable housing services, developing tenant responsibility skills, and maintaining housing;
  - 9.2.4 Family/Social Support: Developing and sustaining healthy support networks, managing conflict, and negotiating and engaging in positive relationship building;
  - 9.2.5 Financial Responsibility: Participating in responsible rent/bill payment, banking, spending, budgeting, and money management based on short and long term goals;
  - 9.2.6 Health: Seeking mental/recovery, medical, dental, vision and reproductive/sexual health care; utilizing preventive health care; managing physical, emotional, and developmental/intellectual disabilities; and managing prescriptions (including psychotropic) and over the counter medicine; and
  - 9.2.7 Daily Tasks: Preparing food, participating in housekeeping and laundry, managing transportation, arriving timely to work/school/appointments, developing routines, following through with assignments, understanding natural consequences, and utilizing community resources.
- 9.3 Provide support and crisis intervention services, in-person or by remote methods, twenty-four (24) hours per day, seven (7) days per week.
- 9.4 Referral Process
- 9.4.1 Provide evaluation for participation in THP-Plus/THP-NMD services to all PROGRAM APPLICANTS referred by ADMINISTRATOR.
  - 9.4.2 Contact the PROGRAM APPLICANT to schedule an initial face-to-face interview within three (3) business days of receipt of referral from

## ADMINISTRATOR.

- 9.5 CONTRACTOR shall conduct the initial face-to-face interview within fourteen (14) calendar days of receipt of referral. CONTRACTOR shall provide an interview time and place that does not interfere with the PROGRAM APPLICANT's employment, education, or training activity.
- 9.5.1 CONTRACTOR shall notify CFS Liaison when PROGRAM APPLICANT has been accepted into program within seven (7) calendar days after the interview is completed.
- 9.5.2 Prior to refusal of PROGRAM APPLICANT's referral, CONTRACTOR shall discuss and identify with CFS Liaison or designee any services that could be implemented in order for CONTRACTOR to accept PROGRAM APPLICANT within seven (7) calendar days of referral and/or interview.
- 9.5.3 If CONTRACTOR decides to deny admission to a PROGRAM APPLICANT, the denial notice shall be given in writing to CFS Liaison or designee with specific details supporting the decision. CONTRACTOR shall review and reconsider denial decisions if so requested by CFS Liaison or designee.
- 9.5.4 If referral is denied and ADMINISTRATOR requests a formal meeting to discuss PROGRAM APPLICANT's ability to enter the program at a later time, CONTRACTOR shall participate in this meeting with CFS Liaison, ASW, and others identified by ADMINISTRATOR.
- 9.5.5 If referral is denied, and matter cannot be resolved as referenced in Subparagraph 9.5.4, the following sequential steps shall apply:
- 9.5.5.1 Step 1: Conference shall be held between the CFS Program Manager and CONTRACTOR's Program Manager or equivalent position.
- 9.5.5.2 Step 2: Conference shall be held between the CFS Deputy Director and CONTRACTOR's Executive Officer or equivalent position.
- 9.6 Intake
- 9.6.1 Provide PROGRAM PARTICIPANT with CONTRACTOR's Participant-Provider contract. The Participant-Provider contract shall include, but not

- be limited to, the following:
- 9.6.1.1 Description of the THP-NMD/THP-Plus Remote Sites program including program goals, program rules, TILP integration into the PARTICIPANT's individualized Needs and Services plan, timeframes, Supportive Services and staff roles.
  - 9.6.1.2 PROGRAM PARTICIPANT's rights and responsibilities, including how to prevent involuntary discharge.
  - 9.6.2 Ensure PROGRAM PARTICIPANT has executed a written Waiver and Release with the CFS Liaison prior to entering the THP-Plus/THP-NMD program. In said Waiver and Release, PROGRAM PARTICIPANT shall acknowledge that they are voluntarily entering the program with the understanding that they will be waiving some privacy and confidentiality rights otherwise guaranteed under federal and California law.
  - 9.6.3 Obtain all necessary release forms.
  - 9.6.4 Upon entry to the program, work with PROGRAM PARTICIPANTS and ASW or DPO to clarify the appropriate resources to be used in the event of a medical concern or medical emergency, as well as routine medical care.
  - 9.7 Complete the Needs and Services Plan and the TILP for THP-Plus youth within ten (10) calendar days of entry into the program, and at least every six (6) months thereafter.
  - 9.8 Evaluate progress of the Needs and Services Plan, TILP, and THP-Plus/THP-NMD program goals, and provide updates to the ASW or DPO monthly.
  - 9.9 After-Care Services
    - 9.9.1 After-care support services shall be offered to PROGRAM PARTICIPANT for a minimum of one (1) year following PROGRAM PARTICIPANT's exit from the program to the extent that PROGRAM PARTICIPANT agrees to participate. CONTRACTOR shall offer the following after-care support services to PROGRAM PARTICIPANTS:
      - 9.9.1.1 Monthly activities.
      - 9.9.1.2 Outreach services.

9.9.1.3 Referrals to community resources.

10. ADDITIONAL CONTRACTOR RESPONSIBILITIES

10.1 On a monthly basis, CONTRACTOR shall allocate funds to provide PROGRAM PARTICIPANTS with housing to include rent, utilities, transportation, purchase of food for meals and snacks, kitchen utensils, cleaning supplies, clothing, telephone, and other necessities.

10.2 Personal Needs

CONTRACTOR shall:

10.2.1 Provide initial supplies for personal care items, including, but not limited to, toothpaste, toothbrush, soap, hair care items, and hygienic supplies. CONTRACTOR shall inform PROGRAM PARTICIPANTS that subsequent purchases of personal care items are the responsibility of the PROGRAM PARTICIPANT. Personal items shall be the property of each PROGRAM PARTICIPANT and shall be retained by PROGRAM PARTICIPANT upon exiting the program.

10.2.2 Provide initial supply of clean towels, mattress pads, pillows, sheets, and blankets.

10.2.3 Provide a secure, separate storage area for personal items for each PROGRAM PARTICIPANT.

10.3 Absence

CONTRACTOR shall:

10.3.1 Notify ADMINISTRATOR if PROGRAM PARTICIPANT has an unauthorized absence as defined in Subparagraph 2.19 of this Attachment.

10.3.2 Consult with the CFS Liaison, ASW, or DPO if a PROGRAM PARTICIPANT's whereabouts are unknown and reasonable suspicion exists that PROGRAM PARTICIPANT is a victim of harm or foul play, or has competency issues.

11. MEDICAL COST

11.1 It is anticipated that any medical costs for PROGRAM PARTICIPANT under twenty-six (26) years of age and/or in accordance with all applicable Federal and



State laws, referred by COUNTY under this Contract shall be paid by the State Medi-Cal program during such periods as Program Participant is eligible for health care services under that program.

- 11.2 If a Program Participant under the age of twenty-six (26) is ineligible for Medi-Cal services, CONTRACTOR shall notify Program Participant's ASW or DPO or CFS Liaison (for THP-Plus Participants) and specify the medical treatment needed and approximate cost.
- 11.3 CONTRACTOR shall assist each Program Participant with the coordination of Medi-Cal eligibility. In absence of Medi-Cal, CONTRACTOR shall assist each Program Participant with the coordination of community resources for alternate low-cost and/or free treatment (e.g., Medical Safety Net (MSN) or free community clinics).

## 12. FACILITIES

CONTRACTOR shall:

- 12.1 Provide transitional housing units approved by ADMINISTRATOR, in cities located within Orange County, which may include apartments, condominiums, or single-family dwellings rented, leased, or owned by CONTRACTOR.
- 12.2 Provide housing units with reasonable access to public transportation to high schools, college/vocational schools, employment, supportive services, shopping, medical care, and community resources.
- 12.3 Provide a private and furnished individual bedroom that affords reasonable privacy to each PROGRAM PARTICIPANT.
- 12.4 Provide modifications for PROGRAM PARTICIPANTS with special circumstance housing needs. Special circumstances shall be reviewed on a case-by-case basis. CFS Manager/designee shall determine the final decision for approval or denial of special circumstance housing needs.
- 12.5 Ensure each housing unit has an approved commercially manufactured and functioning smoke detector installed in hallways and in each PROGRAM

PARTICIPANT's sleeping area.

12.6 Provide functioning utilities including electricity, water, gas, and heating.

13. ADMINISTRATIVE SERVICES LOCATION

13.1 CONTRACTOR shall provide an Administrative Services office in Orange County, which houses CONTRACTOR's administrative staff, case managers, and support staff, to provide direct services to, and meet with, PROGRAM PARTICIPANTS and PROGRAM APPLICANTS at this location.

13.2 CONTRACTOR and ADMINISTRATOR may agree in writing as to the facility(ies) and location(s) where administrative services shall be provided.

13.3 Administrative services under this Contract shall be provided at:

Olive Crest

2130 E. Fourth Street, Suite 200

Santa Ana, CA 92705

14. HOURS OF OPERATION

14.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population as determined by COUNTY. At a minimum, CONTRACTOR shall provide services during business days Monday through Friday, from 8:00 a.m. to 5:00 p.m., and be available via phone twenty-four (24) hours per day, seven (7) days per week to provide direction and assist in handling crisis and emergency situations.

15. REPORTING REQUIREMENTS

CONTRACTOR shall:

15.1 Submit and/or enter data into various data systems as determined by ADMINISTRATOR.

15.2 Create and update the record of PROGRAM PARTICIPANTS' participation efforts on an ongoing basis, including preparation of standard monthly and quarterly reports and/or as requested by ADMINISTRATOR.

15.3 Submit monthly cumulative outcome data reports, which shall include PROGRAM

PARTICIPANT data reflective of participation, engagement and progress of the goals and outcomes described in Paragraph 6 of this Attachment.

15.4 Submit monthly written progress reports on each PROGRAM PARTICIPANT to ADMINISTRATOR, for THP-Plus PROGRAM PARTICIPANTS. CONTRACTOR shall submit monthly written progress reports on each NMD to the NMD's ASW or DPO, for THP-NMD PROGRAM PARTICIPANTS. Progress Reports shall be submitted within seven (7) calendar days following the monthly reporting period. The progress report shall be submitted in a format approved by ADMINISTRATOR. These reports shall include, but not be limited to, PROGRAM PARTICIPANT's progress on achieving the target areas as defined in Subparagraph 9.2 of this Attachment.

15.5 Resident Population

15.5.1 Report all statistical data regarding all PROGRAM PARTICIPANTS and provide information deemed necessary to complete any State or other required reports related to the THP-Plus/THP-NMD program.

15.6 Annual Report

15.6.1 Submit an annual report that includes data on progress toward services provided and outcomes.

15.7 Termination Summary

15.7.1 Include a closing summary of all issues regularly reported in the monthly progress report, including records relating to treatment of the PROGRAM PARTICIPANT, any monies (e.g., savings, rent) owed to PROGRAM PARTICIPANT, discharge information, and an inventory of PROGRAM PARTICIPANT's personal belongings and clothing.

## 16. CASE RECORDS

16.1 CONTRACTOR shall maintain current case records for each PROGRAM PARTICIPANT and PROGRAM APPLICANT referred. ADMINISTRATOR will provide training, as mutually determined by CONTRACTOR and

ADMINISTRATOR, regarding use and maintenance of case records.

- 16.2 CONTRACTOR shall maintain case records, which shall be in a format approved by ADMINISTRATOR.
- 16.3 Information in all case records shall be treated as confidential and released only to ADMINISTRATOR as required, or to others upon approval by ADMINISTRATOR.
- 16.4 Items in the case records shall include, but are not limited to the following for each PROGRAM PARTICIPANT:
  - 16.4.1 Advance Directive/Power of Attorney.
  - 16.4.2 Health Insurance Portability and Accountability Act (HIPAA) Releases as needed.
  - 16.4.3 HEP if provided by PROGRAM PARTICIPANT.
  - 16.4.4 Program application.
  - 16.4.5 Housing agreement.
  - 16.4.6 TILP and amendments.
  - 16.4.7 Intake Summary.
  - 16.4.8 Needs and Services Plan and updates.
  - 16.4.9 Interviews with PROGRAM PARTICIPANT.
  - 16.4.10 Special Incident Reports.
  - 16.4.11 Social history report.
  - 16.4.12 Monthly evaluations.
  - 16.4.13 Progress notes, school performance, completed vocational assessment and employment attainment and progress.
  - 16.4.14 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; allowances and incentives received by and signed for by PROGRAM PARTICIPANT.
  - 16.4.15 Documentation of all services provided, including contacts with and on behalf of PROGRAM PARTICIPANT and general observations.
  - 16.4.16 Documentation of community organizations working with PROGRAM

## PARTICIPANT.

- 16.4.17 Child care arrangements/documentation.
- 16.4.18 Documentation/justification for Supportive Services.
- 16.4.19 Documentation of hours of participation.
- 16.4.20 Documentation regarding any cooperation issues and cause determinations.
- 16.4.21 Family connections.
- 16.4.22 Employment information and employment retention tracking.
- 16.4.23 Documentation of changes in earnings.
- 16.4.24 Standard release forms as needed for collateral contacts.
- 16.4.25 Documentation of language needs and how they were addressed, as applicable.
- 16.4.26 Copies of rights and responsibilities and other forms and documents required CDSS, CCLD, ADMINISTRATOR, or in program procedures.
- 16.4.27 Medical verifications, as applicable.
- 16.4.28 Medical/dental records of visits/treatment.
- 16.4.29 Quarterly Performance report.
- 16.4.30 Termination Summary.

17. SPECIAL OR UNPLANNED INCIDENTS

## 17.1 Serious Illness, Accident/Injury, Hospitalization or Death

- 17.1.1 CONTRACTOR shall immediately notify ADMINISTRATOR by telephone (voicemail is not acceptable) upon CONTRACTOR becoming aware of any weapon possessed by PROGRAM PARTICIPANTS, serious illness, accident/injury, hospitalization, or death of any PROGRAM PARTICIPANT in CONTRACTOR's care. This verbal report shall be followed by a Special Incident Report on a form and/or secure electronic communication system approved by ADMINISTRATOR within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death.
- 17.1.2 The verbal and written reports shall include, but not be limited to:
  - 17.1.2.1 The name of the PROGRAM PARTICIPANT and date of birth;
  - 17.1.2.2 The date, time, and location of serious illness, accident/injury,

hospitalization, or death;

17.1.2.3 The program under which the PROGRAM PARTICIPANT was receiving treatment;

17.1.2.4 The name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to PROGRAM PARTICIPANT/family; and

17.1.2.5 A summary of the circumstances thereof.

17.2 Law Enforcement Contact

17.2.1 If CONTRACTOR contacts law enforcement officials regarding any issue related to the provision of services under this Contract, CONTRACTOR shall immediately telephone PROGRAM PARTICIPANT's ASW or DPO, and CFS Program Manager/designee. This verbal report shall be followed by the submission of a Special Incident Report to PROGRAM PARTICIPANT's ASW or DPO, and CFS Program Manager within three (3) calendar days of the incident.

18. SAFEGUARDS FOR CASH RESOURCES, PERSONAL PROPERTY, AND VALUABLES

CONTRACTOR shall:

18.1 Maintain a stipend of a minimum of fifty dollars (\$50.00) each month for each PROGRAM PARTICIPANT for household items, food, and other necessities.

18.2 Require PROGRAM PARTICIPANTS to pay rent, monthly. CONTRACTOR shall deposit PROGRAM PARTICIPANT's contribution into a savings account to the satisfaction of PROGRAM PARTICIPANT. PROGRAM PARTICIPANT's portion of the rent shall not exceed thirty percent (30%) of all PROGRAM PARTICIPANT's income received.

18.3 Release the entire balance of the savings account to PROGRAM PARTICIPANT upon exiting the program.

18.4 Release all funds to PROGRAM PARTICIPANT in the form of a check less any charges for damages, repairs and/or late fees, in a timely manner for PROGRAM PARTICIPANT to secure new housing, prior to PROGRAM PARTICIPANT exiting

the program.

18.5 Ensure personal items shall be the property of each PROGRAM PARTICIPANT, who shall take their clothing with them upon exiting the program. If this is not possible, all clothing shall immediately be stored separately and securely for each individual PROGRAM PARTICIPANT by CONTRACTOR for a period of thirty (30) days.

19. HANDLING COMPLAINTS

CONTRACTOR shall:

19.1 Develop, operate, and maintain formal and time sensitive procedures for receiving, investigating, and responding to complaints.

19.2 Identify complaints with potential legal implications and consult with ADMINISTRATOR prior to responding to these complaints.

19.3 Provide a monthly report to ADMINISTRATOR, in a format approved by ADMINISTRATOR, a summary of all complaints, including CONTRACTOR's response to all complaints.

20. MEETINGS

CONTRACTOR shall:

20.1 Participate in MDT meetings.

20.2 Attend all mandated meetings as requested by ADMINISTRATOR.

20.3 Conduct a monthly case management team meeting with the ASW to discuss the status and progress of each PROGRAM PARTICIPANT.

20.4 CONTRACTOR shall jointly host and/or attend meetings conducted by or with ADMINISTRATOR, for the purpose of enhancing communication between ADMINISTRATOR and CONTRACTOR, and between CONTRACTOR and other contracted service providers, to coordinate procedures, review program operations, and solve problems.

21. UTILIZATION REVIEW

21.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of case records. The review may include,

but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

- 21.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 13 of this Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.
- 21.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 40 of this Contract.

22. TRAINING

CONTRACTOR shall:

- 22.1 Attend initial training conducted by COUNTY staff with respect to CFS regulations and COUNTY policies and procedures. CONTRACTOR shall be required to attend any additional training(s) that COUNTY determines to be mandatory. CONTRACTOR shall conduct subsequent training(s) for its staff.
- 22.2 Ensure that CONTRACTOR's staff shall attend SSA training, conferences, and meetings as required by SSA.
- 22.3 Provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.
- 22.4 Ensure that CONTRACTOR's staff receives cultural awareness and responsiveness training.
- 22.5 Maintain a log of in-house training activities for CONTRACTOR's staff. This log



shall be made available to COUNTY, upon request.

23. STAFFING REQUIREMENTS

- 23.1 At the minimum, comply with the requirements of CCR, Title 22, Division 6, Chapter 7, Sections 86064, 86065, and 86065.2, 86065.3, 86065.4, 86065.5 and 86066.
- 23.2 All services must be linguistically and culturally responsive to the PROGRAM PARTICIPANTS and PROGRAM APPLICANTS served. Although English is the predominant language spoken, there are PROGRAM PARTICIPANTS and PROGRAM APPLICANTS whose primary language is not English (e.g., Spanish or Vietnamese).
- 23.3 All direct service staff shall speak, read, and write in English, with the ability to prepare clear, complete, concise written and verbal reports in English.
- 23.4 Bilingual Direct Service staff shall speak, read, and write the specified second language (e.g., Spanish or Vietnamese) in which services are to be delivered and shall be available to provide such services to PROGRAM PARTICIPANTS and PROGRAM APPLICANTS.
- 23.5 Bilingual staffing ratios shall be maintained in accordance with the language needs of PROGRAM PARTICIPANTS and PROGRAM APPLICANTS.
- 23.6 Direct service staff shall possess a valid California State driver's license with acceptable driving record as determined by CONTRACTOR's insurance carrier and verified clearance from the California Department of Motor Vehicle.
- 23.7 The Case Manager position and functions shall be separate and distinct from other positions.

24. QUALITY ASSURANCE/QUALITY CONTROL

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

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

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