

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF FOSTER FAMILY AGENCY SERVICES

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

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Foster Family Agency Services to increase available Resource Family Approval Homes; and intensive in-home services for child abuse intervention and treatment services;

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

WHEREAS, such contracts are authorized and provided for pursuant to Welfare and Institution Code (WIC) Section 16501.1(c)(1), 11400(v)(2); and California Department of Social Services Manual of Policies and Procedures, Section 11-403; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

TABLE OF CONTENTS

1.	TERM.....	4
2.	ALTERATION OF TERMS	4
3.	STATUS OF CONTRACTOR.....	4
4.	DEFINITIONS.....	4
5.	DESCRIPTION OF SERVICES.....	10
6.	LICENSES AND STANDARDS.....	11
7.	DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP	12
8.	SUBCONTRACTS	12
9.	FORM OF BUSINESS ORGANIZATION/NAME CHANGE.....	14
10.	NON-DISCRIMINATION.....	15
11.	NOTICES	18
12.	NOTICE OF DELAYS	19
13.	INDEMNIFICATION.....	19
14.	INSURANCE.....	20
15.	NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS	24
16.	CONFLICT OF INTEREST	25
17.	ANTI-PROSELYTISM PROVISION	26
18.	SUPPLANTING GOVERNMENT FUNDS.....	26
19.	BREACH SANCTIONS	26
20.	PAYMENTS – FFA GENERAL SERVICES.....	27
21.	PAYMENTS – COMPLETED FE SERVICES.....	28
22.	PAYMENTS – TECH SERVICES	29
23.	OVERPAYMENTS	31
24.	OUTSTANDING DEBT.....	32
25.	FINAL REPORT.....	32
26.	RECORDS, INSPECTIONS, AND AUDITS.....	32
27.	PERSONNEL DISCLOSURE.....	34
28.	EMPLOYMENT ELIGIBILITY VERIFICATION.....	36
29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	37
30.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	37
31.	CONFIDENTIALITY	38
32.	SECURITY	39
33.	COPYRIGHT ACCESS	41
34.	WAIVER.....	41
35.	SERVICES DURING EMERGENCY AND/OR DISASTER	41
36.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA.....	42
37.	REPORTS	43
38.	ENERGY EFFICIENCY STANDARDS.....	43
39.	ENVIRONMENTAL PROTECTION STANDARDS	44
40.	CERTIFICATION REGARDING LOBBYING AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	44
41.	POLITICAL ACTIVITY	45
42.	TERMINATION PROVISIONS.....	46
43.	GOVERNING LAW AND VENUE.....	47
44.	SIGNATURE IN COUNTERPARTS.....	47

EXHIBIT A

1.	POPULATION TO BE SERVED.....	1
2.	GOALS AND STRATEGIES.....	1
3.	HOURS OF OPERATION.....	2
4.	SERVICES.....	2
5.	CHILD AND FAMILY TEAM (CFT)	8
6.	BASIC NEEDS	8
7.	SPECIAL OR UNPLANNED INCIDENTS.....	12
8.	REMOVAL, TRANSFER, AND/OR RESPITE OF FOSTER CHILD/NMD	14
9.	RECRUITMENT OF RESOURCE PARENTS.....	14
10.	CONTRACTOR'S PROGRAM STATEMENT	15
11.	NEEDS AND SERVICES PLAN	15
12.	SMOKE FREE ENVIRONMENT.....	15
13.	ADDITIONAL RESPONSIBILITIES	16
14.	FACILITIES	18
15.	CLIENT'S CASE RECORDS	18
16.	REPORTS	19
17.	CONTRACT ADMINISTRATION.....	21
18.	CONFLICT RESOLUTION	21
19.	UTILIZATION REVIEW (UR).....	22
20.	TRAINING	22
21.	REFERRALS	22
22.	COMPENSATION FEE-FOR-SERVICES	22
23.	STAFF.....	23

EXHIBIT B

1.	POPULATION TO BE SERVED.....	1
2.	WORKLOAD STANDARDS.....	1
3.	GOALS, STRATEGIES, AND OUTCOME objectives.....	1
4.	SERVICES.....	2
5.	FACILITIES	4
6.	CASE RECORDS	4
7.	REPORTS	4
8.	REFERRALS	4
9.	COMPENSATION FEE-FOR-SERVICES	5
10.	STAFF.....	5

EXHIBIT C

1.	POPULATION TO BE SERVED.....	1
2.	GOALS, STRATEGIES, AND OUTCOME OBJECTIVES.....	2
3.	SERVICES.....	2
4.	FACILITIES	3
5.	REPORTS	3
6.	REFERRALS	3
7.	COMPENSATION FEE-FOR-SERVICES	4

1. TERM

The term of this Agreement shall commence on _____, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

4. DEFINITIONS

- 4.1 Adoption Assistance Program (AAP): A program of financial or medical assistance to facilitate the adoption of children who otherwise would remain in long-term foster care, as described in WIC Section 16115 through 16125.
- 4.2 Assembly Bill 12 (AB12): California legislation known as “Fostering Connections to Success Act”, signed into law on September 30, 2010, became effective January 1, 2012, and was phased in through January 2014, extending foster care services beyond age eighteen (18) years.
- 4.3 California Department of Social Services (CDSS): The State agency charged with the responsibility to serve, aid, and protect disadvantaged and vulnerable children and adults. CDSS establishes the rate for each Foster Family Agency (FFA) utilized by counties for placement of dependent children.
- 4.4 Case Plan: A court ordered, written document that, at a minimum, specifies the type of home in which a Foster Child/Non-Minor Dependent (NMD) shall be placed, the safety of that home, and the appropriateness of that home to meet the Foster Child’s/NMD’s needs.
- 4.5 Child and Family Team (CFT): A group process facilitated by SSA’s CFS division to make decisions critical to a youth’s well being, including, but not limited to, decisions to separate a youth from their family, reunify with family or NREFM, or change a placement.
- 4.6 Community Care Licensing Division (CCLD): A division of CDSS, pursuant to Health and Safety Code (HSC) Section 1562.01, responsible for the licensing and monitoring of FFAs for compliance with Community Care Licensing (CCL) regulations within the State of California.
- 4.7 County Social Worker: An SSA employee assigned as the case-carrying social worker responsible for a Foster Child’s/NMD’s placement and care.
- 4.8 Court Appointed Special Advocate (CASA): A trained volunteer, assigned by the CASA organization, who meets regularly with Foster Child/NMD. Each CASA shall serve at the pleasure of the court having jurisdiction over the proceedings in which a CASA has been appointed and that appointment may continue after the child attains the age at majority, with the consent of the NMD, as described in WIC Section 103.

- 4.9 Dependent Children: Children ages birth to eighteen (0-18) years, who have been adjudicated as a dependent of the Orange County Juvenile Court pursuant to WIC Section 300.
- 4.10 Education Case Plan: Public Law 110-351 (Fostering Connections to Success and Increasing Adoptions Act of 2008) amended Title IV-E of the Social Security Act to require that a case plan include a plan for ensuring the educational stability of Foster Child/NMD while in Foster Care. Placement of the child in foster care takes into account the appropriateness of the current educational setting and the proximity of the Resource Family Approval (RFA) Home placement to the school in which the child is enrolled at the time of placement.
- 4.11 Extended Foster Care (EFC): Period of time when NMDs, defined in Subparagraph 4.26 of this Agreement, are eligible to receive support services under AB12.
- 4.12 Family Evaluation (FE): A component of the permanency assessment, which includes a thorough evaluation of an applicant or Resource Family, his or her family system dynamics and strengths, and areas where more support or resources may be needed for more effective and quality parenting skills.
- 4.13 Family Urgent Response System (FURS): Coordinated system designed to provide collaborative and timely state-level phone-based response and county-level in-home, in-person mobile response during situations of instability, to preserve the relationship of the caregiver and the child or youth.
- 4.14 Fee-for-Services: A payment model where services are bundled and contractors are reimbursed for specific services rendered.
- 4.15 Foster Care: Twenty-four (24) hour out-of-home care provided to a minor whose family is unable or unwilling to care for them and who is in need of temporary or long-term substitute care.
- 4.16 Foster Child: A child raised by someone who is not the child's natural or adoptive parent.
- 4.17 Foster Family Agency (FFA): Any organization engaged in the recruiting, certifying, and training of, and providing professional support to, foster

parents, or in finding homes for placement of children for temporary or permanent care, who required that level of care as an alternative to a group home/Short-Term Residential Therapeutic Program.

- 4.18 Foster Parent/Family: Unrelated caretaker(s) providing twenty-four (24 hour out-of-home care to a minor whose family is unable or unwilling to care for them and who is in need of temporary or long-term substitute care.
- 4.19 Health and Education Passport (HEP): Document available via the California Child Welfare Services Case Management System (CWS/CMS) that provides all current educational, medical, mental health, and dental information on a Foster Child/NMD.
- 4.20 Ice Breaker: Informal Foster Child/NMD-focused meeting held prior to, or soon after, a Foster Child/NMD is placed in out-of-home care to facilitate the sharing of information about the Foster Child/NMD and for team building between Foster Child/NMD's biological parents and FFA caregivers. Ice Breaker meeting participants may include FFA staff, COUNTY Social Workers, Foster Child/NMD's biological parents, and FFA caregivers.
- 4.21 Independent Living Program (ILP): Training, services, and benefits to assist current and former foster youth between the ages of sixteen to twenty-one (16-21) years in achieving self-sufficiency prior to, and after leaving, the foster care system.
- 4.22 Individual Education Plan (IEP): An assessment procedure requested by parents, guardians, school staff, and/or other involved parties, to determine a youth's educational needs.
- 4.23 Intensive Services Foster Care (ISFC): Home-based family care for children/youth who require intensive medical, therapeutic, or behavioral services and support in order to remain in a home-based setting.
- 4.24 Minor: A person who is under the age of eighteen (18) years.
- 4.25 Needs and Services Plan: Written plan required by California Code of Regulations (CCR), Title 22, Division 6, Section 84068.2 and 84268.2 relating to the licensing of community care facilities.
- 4.26 Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a Foster

Child who has attained the age of eighteen (18) years while in Foster Care- NMD may be in a Supervised Independent Living Placement or placed in Extended Foster Care.

- 4.27 Nonrelative Extended Family Member (NREFM): An adult who has an established familial relationship with a relative of a child or a familial or mentoring relationship with a child as described in WIC Section 362.7.
- 4.28 Notice of Hearing: Notification by certified mail of Foster Child/NMD's dependency status review hearing. Included with the Notice of Hearing is the Summary of Recommendation for Disposition form, which is required to be provided to the Resource Family having physical custody of the Foster Child/NMD, if the Foster Child/NMD is not residing with their parents.
- 4.29 Permanency: Safe, stable, sustainable, and committed relationship between a Child/NMD and an adult across time and circumstances.
- 4.30 Placement Disruption: An occasion requiring the removal of a Foster Child/NMD from the FFA approve home. Placement disruption may occur in conjunction with a CFT meeting when the Foster Child/NMD is no longer compatible with the ability of the FFA Home to manage Foster Child/NMD's behavior, the security of the Foster Child/NMD is at risk, the Foster Child/NMD's needs cannot be met by the Resource Family due to an emergency, and/or the juvenile court has ordered the Foster Child/NMD transferred.
- 4.31 Private Adoption Agency Reimbursement Program (PAARP): Governed by WIC Section 16122, which requires CDSS to reimburse private adoption agencies for otherwise unreimbursed costs incurred, in completing the adoptions of children who are eligible for AAP benefits because of age, membership in a sibling group, medical or psychological problems, adverse parental background, or other circumstances that would make placement of the children especially difficult.
- 4.32 Program Statement: Document prepared by the FFA, as required by CDSS regulations, and filed with CCL, providing details of the day-to-day operations of the FFA, including, but not limited to, staffing, training,

therapy, selection criteria for Resource Families, intake criteria, and record-keeping.

- 4.33 Regional Center of Orange County (RCOC): Coordinates lifelong services and supports for individual consumers with developmental disabilities, including autism, epilepsy, cerebral palsy, and intellectual cognitive disabilities and their families.
- 4.34 Relative: An adult who is related to a child by blood, adoption, or affinity within the fifth degree of kinship, including stepparents, stepsiblings and all relatives whose status is preceded by the words “great,” “great-great,” or “grand” or the spouse of any of those persons even if the marriage was terminated by death or dissolution, as defined in WIC Section 11400.
- 4.35 Resource Family: An individual or couple that a County determines to have successfully applied and met the assessment criteria necessary for providing care for a child or non-minor dependent who is under the jurisdiction of the juvenile court, or otherwise in the care of a county child welfare agency or probation department.
- 4.36 Resource Family Approval (RFA): When an applicant or Resource Family successfully meets the home environment assessment and permanency assessment standards adopted pursuant to WIC Section 16519.5.
- 4.37 Resource Family Home: See Resource Family.
- 4.38 Resource Parent: See Resource Family.
- 4.39 RFA Assigned Social Worker: An SSA social worker within the RFA Program assigned to a Resource Family.
- 4.40 RFA Guidelines: Requirements under CDSS for the RFA Program. The RFA Guidelines govern how FEs are completed.
- 4.41 RFA Program: The single process for approving families for foster care, legal guardianship, and adoption.
- 4.42 Senior Social Worker (SSW): A social worker assigned to a client.
- 4.43 School of Origin Travel Plan: Public Law 110-351 (Fostering Connections to Success and Increasing Adoptions Act of 2008) amended Title IV-E of the Social Security Act to ensure case plans include an educational stability plan

for Foster Child/NMD while in Foster Care. Public Law allows for the cost of reasonable travel for the Foster Child/NMD to remain in the school of origin in which the child/NMD is enrolled at the time of placement as an allowable Foster Care maintenance cost.

- 4.44 Short-Term Residential Therapeutic Program (STRTP): A residential facility operated by a public agency or private organization, and licensed by CCLD, a department of CDSS pursuant to Health and Safety Code Section 1562.01, that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term twenty-four (24) hour care and supervision to foster children.
- 4.45 Special Education Local Planning Agency (SELPA): Provides county-wide support to special education staff and administration to encourage high quality instructional and professional practice.
- 4.46 Temporary Evaluation Community Homes (TECH): FFA Homes, located within the geographic boundaries of Orange County, that can exclusively accept immediate placement of SSA referrals, on a temporary basis.
- 4.47 Therapeutic Foster Care (TFC): Short-term, intensive, highly-coordinated, trauma-informed, and individualized rehabilitative services for children/youth, up to age twenty-one (21), who require mental health support in a one-on-one environment.
- 4.48 Transitional Independent Living Plan (TILP): A form used by the SSW when meeting with a Foster Child/NMD to develop meaningful, attainable goals in support of the Foster Child/NMD's transition to adulthood.

5. DESCRIPTION OF SERVICES

- 5.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibits to the Agreement between County of Orange and _____, for the Provision of Foster Family Agency Services, attached hereto and incorporated herein by reference: Exhibit A relating to FFA General Services, Exhibit B relating to Family Evaluation Services, and Exhibit C relating to Temporary Evaluation Community Homes Services. CONTRACTOR shall operate continuously throughout the term of

this Agreement with the number and type of staff described and as required for provision of services hereunder.

- 5.2 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 Agreement, is not exceeded.
- 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

6. LICENSES AND STANDARDS

- 6.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 28 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 6.2 In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted

thereunder, as each and all may now exist or be hereafter amended.

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

6.3 CONTRACTOR shall cooperate with the CDSS on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all reporting and evaluation requirements established by CDSS.

7. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

7.1 Delegation and Assignment

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

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

7.2 Change of Ownership

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

8. SUBCONTRACTS

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

8.1.1 Subcontracts of \$50,000 or less

8.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

8.1.2 Subcontracts in excess of \$50,000

8.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award

management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

8.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement.

8.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

9. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

9.1 Form of Business Organization

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

- 9.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 9.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

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

9.2 Change in Form of Business Organization

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

9.3 Name Change

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

10. NON-DISCRIMINATION

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

10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during

business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with this Paragraph 10 et seq.

10.3 Non-Discrimination in Employment

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

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

10.3.3 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)

10.4 Non-Discrimination in Service Delivery

10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR Section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC)

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

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

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

10.4.2.2 Discrimination Complaint Form

10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office of Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

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

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

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

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

11. NOTICES

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

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

CONTRACTOR: [Contractor's Name]
[Mailing Address]
[City, State, Zip Code]

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

11.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 11.1 above;

11.2.2 Sent by Email;

11.2.3 Faxed and transmission confirmed; or

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

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

12. NOTICE OF DELAYS

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

13. INDEMNIFICATION

13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that

liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

14. INSURANCE

- 14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- 14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the

Agreement, agrees to all of the following:

- 14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 14.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.
- 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.
- 14.5 Qualified Insurer
- 14.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- 14.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

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

14.8 Required Coverage Forms

- 14.8.1 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.
- 14.8.2 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.

14.9 Required Endorsements

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

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

CONTRACT.

- 14.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 14.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
 - 14.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
 - 14.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 14.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 14.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 14.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.

14.13 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 Agreement.

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

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

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

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

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

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

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

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

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

16. CONFLICT OF INTEREST

- 16.1 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 Agreement. 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.

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

17. ANTI-PROSELYTISM PROVISION

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

18. SUPPLANTING GOVERNMENT FUNDS

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

19. BREACH SANCTIONS

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

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

19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period

in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

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

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

20. PAYMENTS – FFA GENERAL SERVICES

20.1 Residential Care

20.1.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, the rate of reimbursement for the services provided under this Agreement as established by the State of California in CDSS MPP, Division 11, Section 11-403. Payments shall accrue from the date a Foster Child/NMD is placed and terminate on the date before the Foster Child/NMD is discharged from CONTRACTOR's Resource Family Approval Home.

20.1.2 Upon written approval by COUNTY SSW, COUNTY may continue to pay for Foster Care for up to fourteen (14) days when a Foster Child/NMD leaves CONTRACTOR's Resource Family Home prior to the planned discharge date (e.g., runaway), if CONTRACTOR has agreed to take Foster Child/NMD back immediately upon notice during the period of continued payment.

20.1.3 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days of the receipt of a payment for an Orange County placement which is inconsistent with the period of placement and results in an overpayment or an underpayment.

20.2 Medical Costs

20.2.1 It is anticipated that any medical costs for Foster Child/NMD placed by COUNTY under this Agreement shall be paid by the State Medi-Cal program during such periods as the Foster Child/NMD is eligible for health care services under that program.

20.2.2 If Foster Child/NMD is ineligible for Medi-Cal services, CONTRACTOR shall notify COUNTY SSW and specify the medical payment needed and approximate cost, as determined by the medical provider. Except in emergencies, written authorization by COUNTY SSW must be obtained prior to incurring any medical expenses not covered by Medi-Cal. COUNTY may pay for medical services if deemed necessary, in accordance with COUNTY “Special Needs: COUNTY Funding” procedure, if Medi-Cal rejects coverage. In all circumstances, COUNTY will reimburse based on Medi-Cal rates.

20.2.3 CONTRACTOR shall be responsible for controlling the use of each Foster Child/NMD’s Medi-Cal proof-of-eligibility card.

21. PAYMENTS – COMPLETED FE SERVICES

21.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY for Exhibit B of this Agreement, FE services, shall not exceed the amount of \$30,000, or actual allowable costs, whichever is less. Referred FEs shall be completed on County Resource Family Homes to expedite the approval process for COUNTY Resource Program applicants.

21.2 Allowable Costs and Usage

21.2.1 During the term of this Agreement, COUNTY shall pay CONTRACTORS participating in FE services in arrears, two thousand dollars (\$2,000), for each completed FE subject to any exclusions or limitations specified in Exhibit B. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to provide FE services at the unit price listed above, regardless of the number of referrals from COUNTY.

21.3 FE Claims

21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 23. In the event the twentieth (20th) calendar day

falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 27 of this Agreement.

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

22. PAYMENTS – TECH SERVICES

22.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY for Exhibit C of this Agreement, TECH services, shall not exceed the amount of \$210,000, or actual allowable costs, whichever is less.

22.2 Allowable Costs and Usage

22.2.1 During the term of this Agreement, COUNTY shall pay CONTRACTORS participating in TECH services monthly in arrears, at the rate of twenty-five dollars (\$25) per day, per bed subject to any exclusions or limitations specified in Exhibit C. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to provide TECH services at the unit price listed above, regardless of the number of referrals from COUNTY.

22.3 TECH Claims

22.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 23. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

22.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 27 of this Agreement.

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

23. YEAR-END AND FINAL CLAIMS

23.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June which shall require CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15th of May of each

corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

23.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

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

24. OVERPAYMENTS

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

and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

25. OUTSTANDING DEBT

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

26. FINAL REPORT

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

27. RECORDS, INSPECTIONS, AND AUDITS

27.1 Financial Records

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

27.1.2 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.

27.2 Client Records

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

27.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending

COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 43.2 of this Agreement.

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

27.3 Public Records

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

27.4 Inspections and Audits

- 27.4.1 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 Agreement. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.
- 27.4.2 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.

27.4.3 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.

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

27.5 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.

28. PERSONNEL DISCLOSURE

28.1 This Paragraph 28 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 23 of Exhibit A and Paragraph 10 of Exhibit B (hereinafter referred to as "Personnel").

28.2 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:

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

28.2.2 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;

28.2.3 The professional degree, if applicable, and experience required for each

position; and

28.2.4 The language skill, if applicable, for all Personnel.

28.3 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 Agreement.

28.4 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 Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

28.5 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 Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Agreement.

28.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 28.4 and 28.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.

28.7 In the event a record is revealed through the processes described in Subparagraphs 28.4 and 28.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

28.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records

and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

28.9 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 Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

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

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

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

28.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 28 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

29. EMPLOYMENT ELIGIBILITY VERIFICATION

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

30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely

surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

32. CONFIDENTIALITY

- 32.1 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.
- 32.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.
- 32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
- 32.5 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.
 - 32.5.1 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.

32.5.2 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.

33. SECURITY

33.1 Security Requirements

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

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

33.1.1.2 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.

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

33.1.1.4 Firewall protection.

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

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

33.2 Security Breach Notification

33.2.1 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:

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

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

33.2.1.3 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.

33.2.2 The COUNTY, in 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.

34. COPYRIGHT ACCESS

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

35. WAIVER

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

36. SERVICES DURING EMERGENCY AND/OR DISASTER

36.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local

government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

36.2 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.

36.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit 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.

37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

37.1 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.

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

37.2.1 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;

37.2.2 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;

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

37.2.3.1 Any commercial product or service; and

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

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

38. REPORTS

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

38.2 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 Agreement, 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.

39. 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).

40. 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:

- 40.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 40.2 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
- 40.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

41. CERTIFICATION REGARDING LOBBYING AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

41.1 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 41.1.1 - 41.1.1.4.

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

41.1.1.1 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 agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

41.1.1.2 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 Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

41.1.1.3 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 agreements) and that subrecipients shall certify and disclose accordingly.

41.1.1.4 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.

42. 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.

43. TERMINATION PROVISIONS

- 43.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.
- 43.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 43.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.
- 43.4 The obligations of COUNTY under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement

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

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

44. GOVERNING LAW AND VENUE

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

45. SIGNATURE IN COUNTERPARTS

- 45.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.
- 45.2 CONTRACTOR represents and warrants that the person executing this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of

CONTRACTOR have been fulfilled to provide such actual authority.

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

By: _____ By: _____
[NAME] CHAIRMAN
[TITLE] OF THE BOARD OF SUPERVISORS
[CONTRACTOR] COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn J. Frost
DEPUTY

Dated: 04/27/21

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF FOSTER FAMILY AGENCY
GENERAL SERVICES

1. **POPULATION TO BE SERVED**

CONTRACTOR shall provide Foster Family Agency (FFA) General Services to CLIENTS referred by ADMINISTRATOR. CLIENTS may live in Orange County or may reside in a contiguous county outside of Orange County (e.g., Los Angeles, San Diego, Riverside, and San Bernardino counties). CLIENTS may include, but not limited to, the following:

- 1.1 Resource Family caregiver(s);
- 1.2 Minor child(ren) of the Resource Family caregiver(s); and
- 1.3 Foster Child(ren) and Non-Minor Dependent (NMD) youth placed in the Resource Family Home.

2. **GOALS AND STRATEGIES**

2.1 The primary goals of FFA General Services are to:

- 2.1.1 Actively recruit, approve, and maintain Resource Family Homes; and
- 2.1.2 Provide supportive services to approved Resource Family Homes as required by the State, as documented in approved or pending approval program statements, and as necessary to maintain and preserve placement.

2.2 In addition, CONTRACTOR's goal is to:

2.3 CONTRACTOR shall ensure services adhere to the following strategies for preventing child abuse and neglect:

- 2.3.1 Provide concrete support in times of need;
- 2.3.2 Increase parental resilience;
- 2.3.3 Increase knowledge of parenting and child development;
- 2.3.4 Support the social and emotional competence of children; and
- 2.3.5 Build parents' social connection.

3. HOURS OF OPERATION

- 3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 8:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.
- 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

4. SERVICES

CONTRACTOR shall provide the following services:

4.1 Approved FFA/Resource Family Approval (RFA) Homes

Provide Approved FFA Homes in the process of converting, also referred to as foster homes, approved by CONTRACTOR's trained evaluator that are in compliance with COUNTY regulations, State law, and federal law. Requirements that must be satisfied, approved, and/or cleared prior to RFA approval and receiving any placements from COUNTY include, but not limited to, the following:

- 4.1.1 A completed, signed, and approved application;

- 4.1.2 Completion of CONTRACTOR's RFA preapproval training or annual training, as required by Health and Safety Code (HSC) Section 1506(b)(2) by all adults residing in Resource Family Home;
 - 4.1.3 Submission of fingerprints to the U.S. Department of Justice (DOJ), and clearance by California Department of Social Services (CDSS), if necessary, for all adults residing in the Resource Family Homes;
 - 4.1.4 Two (2) personal references for each approved Resource Family residing in the Resource Family Home;
 - 4.1.5 A signed statement verifying the applicant has knowledge of the Resource Family's child abuse and neglect reporting responsibilities pursuant to Penal Code 11166 and agrees to comply with those provisions;
 - 4.1.6 A floor plan with dimensions of the Resource Family Homes, including all bedroom dimensions;
 - 4.1.7 Emergency telephone numbers posted in an accessible area of the Resource Family Home and documentation evidencing assurance that disaster drills are conducted once every six (6) months;
 - 4.1.8 Functioning smoke alarm(s) and a carbon monoxide alarm in appropriate locations;
 - 4.1.9 A copy of automobile liability insurance and homeowner's or renter's liability insurance;
 - 4.1.10 A California Department of Motor Vehicles (DMV) printout for all potential drivers and whose driving;
 - 4.1.11 A thorough, typewritten report by CONTRACTOR's evaluator to assess the suitability of the Resource Family Home and to determine the type of CLIENT most appropriate for the home. The written report shall include an inspection for safety defects which could pose a hazard to children, including, but not limited to, verification of compliance with HSC Section 1500 et seq., and CCR Section 89387 et seq., including the inaccessibility of swimming pools and other bodies of water.
- 4.2 Resource Family Training

Meet all applicable requirements of Welfare and Institutions Code (WIC) Section 18358 through 18358.36 and Continuum of Care Reform (CCR), Title 22, Division 6, Chapters 8.8 and 9.5.

- 4.2.1 Ensure that all Resource Parents complete Prudent Parent training prior to accepting COUNTY placements.
- 4.2.2 Ensure that all Resource Parents complete twelve (12) hours of preapproval training and eight (8) hours of annual training.
- 4.2.3 Cover Prudent Parent and other training topics including, but not limited to, the following:
 - 4.2.3.1 Caring for Lesbian, Gay, Bisexual, Questioning and Transgender Youths;
 - 4.2.3.2 Extended Foster Care (EFC);
 - 4.2.3.3 Trauma Informed Parenting;
 - 4.2.3.4 The courses specifies in WIC 16519.5 (g)(13);
 - 4.2.3.5 The role of a Resource Family as a mandated reporter of child abuse and neglect;
 - 4.2.3.6 As deemed appropriated, relevant specialized training, as specified in WIC 16519(h) to meet the needs of a particular child or nonminor dependent;
 - 4.2.3.7 _____;
 - 4.2.3.8 _____;
 - 4.2.3.9 _____; and
 - 4.2.3.10 any other specialized training deemed appropriate to meet the needs of CLIENTS. CONTRACTOR shall ensure training requirements are met and shall retain written documentation of all training completed by Resource Parents in the appropriate Resource Parents' files. Failure to comply will result in a hold placed on the specific Resource Family Home from future COUNTY placements until compliance with training requirements are met.

4.3 FFA General Services

CONTRACTOR shall:

- 4.3.1 Provide services that are client-centered, client-friendly, and provided in the Resource Family Home as necessary.
- 4.3.2 Accept CLIENTS for placement in their approved Resource Family Homes.
- 4.3.3 Actively recruit and maintain Resource Family Homes.
- 4.3.4 Provide supportive services to approved Resource Family Homes as required by the State, as documented in FFA's approved or pending approval program statements, and as necessary to maintain and preserve placement.
- 4.3.5 Comply with State approved program statements which includes provisions for Intensive Services Foster Care (ISFC) and/or Therapeutic Foster Care (TFC) as currently defined by or as may be modified by the State. FFAs shall recruit and maintain homes to provide these levels of care.
- 4.3.6 Provide visitation monitoring and transportation as needed in collaboration with ADMINISTRATOR.
- 4.3.7 Attempt to make available Resource Family Homes that can accommodate large (three [3] or more) sibling sets.
- 4.3.8 Utilize a mutually agreed upon secured method of communication for all referrals.
- 4.3.9 Maintain safeguards set by ADMINISTRATOR to ensure the confidentiality of CLIENTS and all documents.
- 4.3.10 Employ social workers who possess a Master's degree level unless waived by CDSS and Community Care Licensing Division (CCLD).
- 4.3.11 Employ social workers responsible for ascertaining that each CLIENT, for the purpose of placement, receives adequate support services to ensure placement stability, and that Resource Parents receive proper programmatic supervision, support, and guidance.
- 4.3.12 Ensure social worker meets respectively with CLIENTS and Resource Parents a minimum of two (2) times per month.
- 4.3.13 Ensure social worker's caseload does not exceed twenty-five (25) CLIENTS in Resource Family Homes.

- 4.3.14 Ensure one full-time social worker is employed for every eighteen (18) children or nonminor dependents, or fraction thereof, in placement.
- 4.3.15 Ensure CONTRACTOR's social worker collaborates with COUNTY Senior Social Worker (SSW) to identify and support efforts to achieve permanency for CLIENTS placed in the CONTRACTOR's home, as defined in Subparagraph 4.29, of this Agreement.
- 4.3.16 CONTRACTOR's social worker shall be responsible for:
- 4.3.16.1 _____;
 - 4.3.16.2 _____;
 - 4.3.16.3 _____; and
 - 4.3.16.4 Ensuring CLIENTS are enrolled and maintain attendance in the local school district and/or school of origin, including cooperation with the Special Education Local Planning Agency (SELPA) in any needed assessment and follow-up for special education services, in the development and implementation of an Individual Education Plan (IEP), and surrogate parent appointment, as appropriate.
- 4.3.17 Promote and support the development of permanent connections that will serve as a support system for CLIENTS.
- 4.3.18 Collaborate with CLIENTS and COUNTY SSW to develop a list of expectations and limits regarding house rules appropriate for CLIENT.
- 4.3.19 Provide services as required by the Juvenile Court Order applicable to CLIENT or as determined by the Needs and Services Plan developed by COUNTY and CONTRACTOR to include, but not limited to, therapy and medical appointments, monitored and/or supervised visitation, and transportation to and from visitation.
- 4.3.20 Monitor the stability of each placement and intervene as early as possible when necessary, to reduce stress factors in order to preserve the placement.
- 4.3.21 Consult with COUNTY SSW as soon as possible prior to requesting to terminate a placement as directed in Subparagraph 8.3 of this Exhibit.
- 4.3.22 Assist COUNTY SSW in achieving timely family reunification, adoption,

legal guardianship, placement with a fit and willing relative, emancipation, and/or overall well-being of the CLIENT.

4.3.23 Provide the following with regard to NMDs:

4.3.23.1 Ensure NMD is consistent in participating in EFC activities as defined in the Transitional Independent Living Plan (TILP).

4.3.23.2 Support services and/or community resource linkages that will facilitate the NMD's transition to independent living and accomplish the goals set forth in the NMD's TILP.

4.3.24 Work with COUNTY SSW and NMD to support the development of an independent living plan in the event of NMD's unplanned termination.

4.3.25 Participate, if interested, as responder in the Family Urgent Response System (FURS) program.

4.3.26 Appear and testify at Juvenile Court hearings, if subpoenaed.

4.4 Placements

4.4.1 COUNTY makes no warranty, expressed or implied, that CONTRACTOR will be referred any minimum number of CLIENTS. CONTRACTOR, therefore, may accept placements referred by other public or private agencies not fully utilized by COUNTY.

4.4.2 COUNTY reserves the right to assess the qualifications, capabilities, etc., of the designated Resource Family Homes prior to the CLIENT's placement, and reject the placement if the home is not suitable.

CONTRACTOR shall:

4.4.3 Accept and provide services to referred CLIENT and, as applicable, NMDs placed with CONTRACTOR by ADMINISTRATOR.

4.4.4 Attempt to prioritize the placement of CLIENTS in any Resource Family Home that lies within the boundaries of Orange County.

4.4.5 Collaborate with ADMINISTRATOR to ensure placement is appropriate and remains stable.

4.4.6 Prioritize placement of CLIENT as follows: 1) parents, 2) other relatives, 3) Nonrelative Extended Family Member (NREFM), 4) COUNTY

Resource Family Homes, and 5) FFA Resource Family homes.

- 4.4.7 Provide a minimum of fourteen (14) calendar days advanced written notice to have a CLIENT removed from a Resource Family Home placement.

4.5 Intake

- 4.5.1 Ensure CONTRACTOR's social worker conducts intake and is responsible for assessing the referred CLIENT. The purpose of the assessment is to determine if CONTRACTOR has a placement family available that best meets CLIENT's needs. In the event a CLIENT is not accepted by CONTRACTOR, CONTRACTOR shall provide details as to the reason(s) to COUNTY SSW.

- 4.5.2 Accept respite and short-term placements as space permits. Additionally, CLIENT completing a twenty-four (24) hour residential care program, and who is in need of and would benefit from foster care, may be accepted by CONTRACTOR.

5. CHILD AND FAMILY TEAM (CFT)

- 5.1 CONTRACTOR shall provide CFT training to CONTRACTOR's social workers and Resource Parents as the process for all placement change decisions.
- 5.2 CONTRACTOR's social worker and Resource Parents shall participate in a CFT meeting with all treatment providers to formulate a resolution that will best serve the needs of the CLIENT when a placement instability or disruption occurs.

6. BASIC NEEDS

CONTRACTOR shall provide the following basic needs:

6.1 Clothing

- 6.1.1 Provide clothing as requested by SSA Placement staff or COUNTY Social Worker within seven (7) business days of initial placement. CONTRACTOR shall have available funds for initial clothing expenses if the Resource Family Home is unable to provide for these costs.
- 6.1.2 Designate in its Program Statement an amount of monthly funds to be used to purchase clothing to meet CLIENT's basic needs. Clothing shall be age

appropriate, align with CLIENT's social environment and daily activities in support of CLIENT's self-esteem. Clothing funding amount shall be in accordance with CDSS Children and Family Services (CFS) Division Resource Family Home rates.

6.1.3 Document all clothing purchases in CLIENT's record.

6.1.3.1 Clothing items are the property of each CLIENT and shall be retained by CLIENT upon placement termination.

6.2 Personal Needs

6.2.1 Ensure each CLIENT is provided with personal care items, including, but not limited to, toothpaste, toothbrush, soap, hair care items, and hygienic supplies. Ethnically appropriate and/or specialty personal care items shall be provided when applicable.

6.2.2 Ensure that the CLIENT's personal items are properly stored and can be easily transported in luggage/suitcase(s), canvas bags, plastic bins, drawstring bags, etc.

6.2.2.1 Personal items are to be the property of each CLIENT and shall be retained by CLIENT upon placement termination.

6.2.3 Contact local community resources and/or COUNTY Social Worker for possible assistance, if necessary.

6.2.4 Ensure that each school age CLIENT is provided appropriate weather attire, a book bag, and other items identified as essential by officials at CLIENT's school.

6.2.5 Ensure that a separate and secure storage area for personal items is made available for each CLIENT.

6.2.6 Ensure that each CLIENT is provided clean, fresh towels, mattress pads, sheets, blankets, and pillows in a sufficient number to ensure cleanliness and warmth.

6.3 Food

Ensure each CLIENT is provided a nutritious balanced diet as required by CCLD regulations. Such food shall be prepared and served in sanitary surroundings.

6.4 Allowance

- 6.4.1 Ensure a weekly allowance is provided to each CLIENT age eight (8) years and older. CONTRACTOR shall encourage Resource Family Homes to provide a weekly allowance to each CLIENT age seven (7) years and younger if Resource Family determines that CLIENT understands the concept of an allowance.
- 6.4.2 Ensure the minimum weekly allowance is provided according to age, as follows: one dollar (\$1.00) for every year of age of the CLIENT (e.g., eight dollars [\$8.00] for an eight [8] year-old CLIENT, etc.). The minimum weekly allowance amount may be adjusted for CLIENTS who are developmentally delayed.
- 6.4.3 Encourage Resource Family Homes to exceed the minimum allowance amount indicated in Subparagraph 6.4.2 above.
- 6.4.4 Document allowance payments in each CLIENT's file with the record initialed by the CLIENT to verify receipt.

6.5 Physical Plan

- 6.5.1 Require Resource Family Homes be maintained in a manner that ensures the well-being, protection, health, safety, and comfort of each CLIENT as defined by CCLD regulations and applicable California health and safety regulations. Alcohol shall be locked up and inaccessible to all CLIENTS in the Resource Family Home.
- 6.5.2 Ensure each CLIENT is afforded a degree of privacy, as described in WIC Section 16001.9.

6.6 Medical Needs

- 6.6.1 Ensure that information on medical, dental, mental health, educational, and specialty care resources are provided to Resource Parents as appropriate to meet the individualized needs of each CLIENT. Minimum medical and dental care to be made available to CLIENT are as follows:
 - 6.6.1.1 Physical examination within thirty (30) days of placement, unless CONTRACTOR has written documentation from a previous caregiver of an examination within the previous eleven (11) months with no follow-up recommended. A

physical examination is to be provided every twelve (12) months thereafter.

6.6.1.2 Dental examination within thirty (30) days of placement for CLIENT age one (1) year or older if the physical examination report warrants or as required by COUNTY Social Worker. CONTRACTOR's social worker or attending physician shall refer CLIENT for a dental appointment.

6.6.2 Maintain medical documentation in the CLIENT's file for the following:

6.6.2.1 A copy of applicable authorization for medical/dental care;

6.6.2.2 Authorization by a physician for the administration of specified over-the-counter medication;

6.6.2.3 Authorization for prescribed medication, at minimum, in the form of a pharmacy fill-notice;

6.6.2.4 A copy of the court order authorizing psychotropic medication(s), when applicable;

6.6.2.5 Administration of needed immunizations;

6.6.2.6 Monthly weight monitoring; and

6.6.2.7 Monitoring of overall physical development and care.

6.6.3 Provide ADMINISTRATOR with timely updates on CLIENT's Health and Education Passport (HEP), as defined by COUNTY policies and procedures.

6.6.4 Adhere to NMD's legal right to maintain confidentiality of their personal medical conditions, consent for medical treatment, and consent to take medication including psychotropic medication.

6.6.5 Maintain the confidentiality of information contained in the NMD's HEP. Information contained in the HEP shall be provided to NMD's caregiver, if NMD provides advance written consent to release to specified parties.

6.6.6 Assist the NMD to develop the skills to select, obtain, or decline medical, dental, vision, and mental health services, and ensure the NMD receives necessary services.

6.6.7 Determine the best needs for the NMD in the event the NMD is unable to

make the determination independently.

7. SPECIAL OR UNPLANNED INCIDENTS

CONTRACTOR shall:

7.1 Serious Illness, Accident/Injury, or Death

Immediately telephone COUNTY SSW upon becoming aware of any serious illness, accident/injury or death of a CLIENT in CONTRACTOR's care. If COUNTY SSW is unavailable, CONTRACTOR shall notify Orangewood Children and Family Center (OCFC) Intake Services at (714) 935-7171. CONTRACTOR shall follow up the verbal report with the submission of an electronic Special Incident Report, via the online Foster Youth Information (FYI) database, within one (1) business day of such serious illness, accident/injury or death. In the event the FYI System is not available, CONTRACTOR shall submit the Special Incident Report via facsimile within one (1) business day of the incident to avoid delinquency. Standard protocol shall resume once the FYI System becomes available. The verbal and electronic/facsimile reports shall include, but not be limited to, the following:

- 7.1.1 Name of the CLIENT;
- 7.1.2 Date of serious illness, accident/injury, or death;
- 7.1.3 Nature of the illness/injury or the circumstances of the death;
- 7.1.4 Name or names of CONTRACTOR's officers, employees, or agents with knowledge of the event;
- 7.1.5 Name of the hospital or treating provider(s);
- 7.1.6 Name of the attending physician; and
- 7.1.7 When applicable, the police report number, name of the police agency addressing the incident, date of the police report, and a summary of the circumstances.

7.2 Absence Without Leave (AWOL)

Immediately telephone COUNTY SSW and the local law enforcement agency in the event of any unauthorized CLIENT absence from placement. An authorized absence is one in which COUNTY SSW and CONTRACTOR have mutually approved the specific dates and/or circumstances of a placement absence. If

COUNTY SSW is not available, CONTRACTOR shall notify OCFC Intake Services at (714) 935-7171. The verbal report shall be followed up by written notification from CONTRACTOR to ADMINISTRATOR within three (3) business days of such AWOL.

- 7.2.1 Immediately notify COUNTY SSW and local law enforcement agency if CLIENT voluntarily returns.
- 7.2.2 Meet with CLIENT to discuss the AWOL significance upon the return of CLIENT. All resulting discussions shall be documented in CLIENT's record.
- 7.2.3 File a report, including local law enforcement agency information, in CLIENT's record of the action taken by CONTRACTOR as a result of the AWOL, with a copy to COUNTY SSW.
- 7.2.4 Deliver CLIENT's clothing and personal items to SSA/CFS Division currently located at 800 North Eckhoff Street, Orange, CA 92868, in the event CLIENT does not return to the home within fourteen (14) calendar days.

7.3 Other Special Incidents

- 7.3.1 Notify COUNTY SSW as soon as practicable, no later than same-day by telephone if any of the following occurs:
 - 7.3.1.1 CLIENT's school takes suspension or expulsion action;
 - 7.3.1.2 CLIENT engages in behavior which comes to the attention of law enforcement agencies;
 - 7.3.1.3 CLIENT's behavior or activity which substantially disrupts activities within the Resource Family Home and jeopardizes the status, safety, and health of another person; and/or
 - 7.3.1.4 CLIENT's COUNTY placement status, safety, or health of a CLIENT is at risk of being jeopardized due to a serious incident involving a person(s) other than CLIENT.
- 7.3.2 Follow up on the telephone report with the submission of an electronic Special Incident Report via the online FYI System to COUNTY SSW within three (3) business days of the incident, or as otherwise instructed by

ADMINISTRATOR.

7.4 Unplanned Termination

- 7.4.1 Work with COUNTY SSW for the best transition in the event of a CLIENT's unplanned termination from services.

8. REMOVAL, TRANSFER, AND/OR RESPITE OF FOSTER CHILD/NMD

- 8.1 CONTRACTOR agrees that ADMINISTRATOR may, in its sole discretion, remove, any or all CLIENTS placed with CONTRACTOR at any time with or without stating cause. COUNTY will conduct CFT meetings that include CONTRACTOR's social worker and Resource Parents prior to non-emergent placement changes.
- 8.2 CONTRACTOR shall not remove CLIENTS from placement without advance written approval from COUNTY SSW including a move to and from respite care, with the exception of critical emergency cases. CONTRACTOR shall notify COUNTY SSW within fifteen (15) minutes of any placement disruption. If COUNTY SSW is not available, CONTRACTOR shall immediately notify the CFS Officer of the Day and/or COUNTY SSW's supervisor. If none of the above individuals are available, CONTRACTOR shall notify OCFC Intake Services at (714) 935-7080. CONTRACTOR shall retain, in CLIENT's file, documentation of such authorization and notification.
- 8.3 CONTRACTOR shall contact COUNTY SSW to request a CFT meeting at the earliest sign of a placement disruption and prior to the submittal of a fourteen (14) days removal notice.

9. RECRUITMENT OF RESOURCE PARENTS

- 9.1 CONTRACTOR shall not recruit any Resource Parent who is currently approved by COUNTY or has submitted an application to COUNTY for approval. Transfer of approval between CONTRACTOR and COUNTY shall be conducted collaboratively and using the appropriate portability protocols.
- 9.2 CONTRACTOR shall not utilize false or misleading advertisements when recruiting Resource Parents.

10. CONTRACTOR'S PROGRAM STATEMENT

10.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised Program Statement submitted to the CDSS Foster Care Rates Bureau and/or CCLD prior to the execution of this Agreement and shall submit all revised Program Statements thereafter. Provisions of the revised Program Statement shall supersede the provisions contained in the previous Program Statement to the extent that they conflict.

10.2 CONTRACTOR shall complete the number of contacts per month with each CLIENT as indicated in their Program Statement.

11. NEEDS AND SERVICES PLAN

11.1 CONTRACTOR shall develop the Needs and Services Plan (NSP) within the first thirty (30) days of placement in partnership with all of CLIENT's treatment providers, including CONTRACTOR's social worker. NSPs apply only to CLIENTS, signed by all parties, and a copy shall be placed in CLIENT's file. The NSP shall be based on information including, but not limited to:

11.1.1 Review of the HEP;

11.1.2 Placement information;

11.1.3 Service needs of CLIENT;

11.1.4 Transportation and monitored visitation requirements;

11.1.5 Child and Adolescent Needs and Strengths assessment tool;

11.1.6 Level of Care assessments; and

11.1.7 Support in the development of a TILP for CLIENTS, ages fifteen and one-half (15½) years and older.

11.2 CONTRACTOR shall review the NSP on a quarterly basis, unless otherwise specified, with all applicable signatures. CONTRACTOR shall update the NSP on an annual basis, or as needed, and will consider the recommendation of the CFT when determining modifications.

12. SMOKE FREE ENVIRONMENT

CONTRACTOR shall be in compliance with HSC Sections 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5, Article 3, Section 89374(a)(1), which precludes anyone from smoking inside a motor vehicle.

12.1 HSC Section 1530.7 extends the health and safety protection specifically to foster children by providing that:

12.1.1 Persons who are licensed or certified to provide residential care in a Resource Family shall not smoke or permit any other person to smoke inside the facility, or on the outdoor grounds when the CLIENT is present;

12.1.2 A Resource Family shall not permit smoking in any motor vehicle regularly used to transport the child.

13. ADDITIONAL RESPONSIBILITIES

CONTRACTOR shall:

13.1 Comply with requirements, including initial data entry and ongoing maintenance of information on the automated, secure, web-based FFA Placement System, which could be implemented by COUNTY during the term of this Agreement. The automated placement system pertains to CONTRACTOR's agency and Resource Families it oversees. The data system is intended to facilitate suitable placements while maintaining confidentiality of CONTRACTOR's information.

13.2 Participate in Ice Breaker meetings between CLIENT's parents and FFA caregivers as a team-building experience. CONTRACTOR shall be responsible for training its social workers and caregivers in conducting Ice Breakers. The Ice Breaker meeting shall take place at the time of placement to discuss CLIENT's needs, visitation arrangements, and collaborate on appropriate ways to best serve the needs of CLIENT and assist with placement transitions.

13.3 Provide transportation for CLIENT as indicated in the NSP, Education Case Plan, School of Origin Travel Plan, or as requested by COUNTY SSW. Transportation requested may include, but not limited to, transportation to and from medical/dental appointments, court hearings, school of origin, and visits. On an emergency basis or as deemed necessary, CONTRACTOR shall

assist the certified Resource Family Home with transportation. CONTRACTOR shall ensure transportation needs are met.

- 13.4 Transport NMDs in compliance with CCR, Title 22, Division 6, Sections 893174, which requires CONTRACTOR to permit the NMD to arrange for his/her own transportation, unless otherwise specified in the TILP.
- 13.5 Provide professional treatment suited to CLIENT's needs and assist NMD with decisions related to professional treatment, if necessary or as requested by NMD.
- 13.6 Provide CLIENT with a nurturing, caring, and familial environment.
- 13.7 Consider the cultural, religious, ethnic, and/or racial background of the CLIENT as well as the capacity of the prospective Resource Parents to meet the needs.
- 13.8 Consider proximity to school, family, and community.
- 13.9 Confirm with COUNTY SSW that services are consistent with the court ordered Case Plan and the NSP.
- 13.10 Follow intake requirements related to medical, dental, behavioral, and developmental screening, physical examination, and medication policies as designated by COUNTY.
- 13.11 Comply with federal, State, and COUNTY requirements, and work with COUNTY in planning for CLIENT.
- 13.12 Transport CLIENT to hearing(s), if requested by ADMINISTRATOR, upon receipt of the Notice of Hearing, as defined in Subparagraph 4.28 of this Agreement.
- 13.13 Encourage the maintenance of the parent-child relationship, encourage other familial relationships, and include parents, relatives, and NREFMs in the CLIENT's Treatment Plan, as defined in Subparagraph 16.2 of this Exhibit A, unless determined by COUNTY to be contraindicated.
- 13.14 Not use any type of degrading or humiliating punishment, such as corporal punishment, deprivation of meals, cessation of visits from parents or siblings, or threat of removal as a punishment or disciplinary method.
- 13.15 Comply with CLIENT's Treatment Plan and meet as requested by COUNTY

SSW, with maximum involvement of CLIENT, parents, the Court Appointed Special Advocate (CASA), and ADMINISTRATOR.

13.16 Collaborate with COUNTY SSW in support of CLIENT's permanency.

14. FACILITIES

14.1 Services shall be provided in certified FFA Homes and at CONTRACTOR's main office located at:

15. CLIENT'S CASE RECORDS

15.1 Records of CLIENT shall be subject to the provisions of any applicable policies and orders of the Orange County Juvenile Court.

15.2 In addition to the requirements of Subparagraph 27.2 of this Agreement, CLIENT's records shall be maintained by CONTRACTOR and include, but not limited to, the following:

15.2.1 Copies of the initial and all revised NSPs;

15.2.2 A copy of the court ordered Case Plan as provided by COUNTY SSW;

15.2.3 Diagnostic studies;

15.2.4 Reports on interviews with CLIENT;

15.2.5 Progress notes and school performance;

15.2.6 Special Incident Reports;

15.2.7 Written quarterly treatment summaries, copies of which are to be submitted to COUNTY SSW upon completion;

15.2.8 Any reports from behavioral health treatment professionals as provided to CONTRACTOR by COUNTY SSW;

15.2.9 CLIENT foster placement packet as provided by COUNTY SSW;

15.2.10 Updated copies of the HEP;

15.2.11 Termination summary, a copy of which is to be submitted to COUNTY SSW within ten (10) business days of termination of placement; and

15.2.12 CLIENT's records to be maintained in the Resource Family Home which shall include, but not limited to:

- 15.2.12.1 Foster care agreement;
- 15.2.12.2 Medical authorization;
- 15.2.12.3 Visitation order; and
- 15.2.12.4 Case Plan and TILP for NMD.

16. REPORTS

CONTRACTOR shall provide the following reports and any other reports ADMINISTRATOR may deem necessary, in a format and time period approved by ADMINISTRATOR:

16.1 CLIENT Population

Prepare and submit to ADMINISTRATOR monthly reports including admissions, discharges, service provision, changes in staff positions, placement changes, certification and decertification of homes, and CONTRACTOR's social worker contacts with CLIENT. CONTRACTOR shall submit the report by the tenth (10th) calendar day of each month, for the previous month.

16.1.1 Notify ADMINISTRATOR of staff changes, such as Supervisor, Social Worker, Program Director, and Therapist, by telephone within one (1) business day and in writing within seven (7) business days.

16.2 Treatment Plan

16.2.1 Ensure CONTRACTOR's social worker prepares and submits to COUNTY SSW a Treatment Plan for each assigned CLIENT within the first thirty (30) days of placement. The Treatment Plan information shall include, but not limited to:

- 16.2.1.1 Medical and dental needs;
- 16.2.1.2 Psychological/psychiatric evaluations obtained;
- 16.2.1.3 Staffing review summaries;
- 16.2.1.4 Educational assessment;
- 16.2.1.5 Peer adjustment;
- 16.2.1.6 Relationships with staff and Resource Parents;
- 16.2.1.7 Involvement in recreation programs;
- 16.2.1.8 Behavioral problems;
- 16.2.1.9 Involvement/relationship with parents, relatives, and friends;

and

16.2.1.10 Independent Living Program (ILP), when appropriate.

16.2.2 Ensure the Treatment Plan for the NMD is consistent with the NMD's TILP goals and supports the NMD in meeting those goals and working towards achieving self-sufficiency. CONTRACTOR shall ensure medical and dental needs and educational assessments are provided to NMD.

16.3 Quarterly Report

CONTRACTOR shall submit to COUNTY SSW, on a quarterly basis, written evaluations of each CLIENT and/or NMD placed with CONTRACTOR by COUNTY. These reports shall be submitted by the tenth (10th) calendar day of the month following each three (3)-month reporting period, either electronically through ADMINISTRATOR's Secure Communication Management System, or in another format deemed appropriate by ADMINISTRATOR.

16.3.1 The quarterly report for CLIENTS shall include, but not limited to, the following:

16.3.1.1 Progress toward accomplishing long-range goal(s), short-term objectives, and tasks since the previous quarterly report;

16.3.1.2 Identification of CLIENT's unmet needs, assessment of unmet needs, and efforts made to meet those needs;

16.3.1.3 Reassessment of CLIENT's adjustment to CONTRACTOR's Resource Family Home, Treatment Plan, school, and FFA staff;

16.3.1.4 Current status of CLIENT's physical and psychological health, and report of medical care received and medication(s) given;

16.3.1.5 Modification of the Treatment Plan and, as necessary, the tasks to be performed and changes in the anticipated length of placement; and

16.3.1.6 Summary of contacts with CLIENT, CONTRACTOR's Resource Family Home, and CLIENT's biological family.

16.3.2 Quarterly report for the NMD shall include, but not limited to:

16.3.2.1 NMD's progress in meeting at least one (1) EFC participation requirement as defined in the TILP; progress in meeting TILP goals for maintaining eligibility for EFC; and, as applicable, progress toward transitioning to self-sufficiency, including educational achievements, employment search/job retention, housing search, and other relevant activities; and

16.3.2.2 Summary of support services CONTRACTOR provided to NMD to facilitate achieving goals set forth in the TILP.

16.4 Termination Summary

CONTRACTOR shall prepare and submit to COUNTY SSW, within ten (10) business days of termination of placement, a closing summary of the records relating to treatment of CLIENT.

17. CONTRACT ADMINISTRATION

CONTRACTOR shall designate a liaison to have primary responsibility for the coordination of activities required to comply with this Agreement, with ADMINISTRATOR's advance written approval.

18. CONFLICT RESOLUTION

In the event CONTRACTOR and COUNTY are unable to resolve differences of opinion regarding the necessity and/or appropriateness of services and length of services, the parties shall attempt to resolve the dispute in the following order:

18.1 CONTRACTOR and COUNTY SSW shall first attempt to resolve the dispute;

18.2 CONTRACTOR and COUNTY SSW's Senior Social Services Supervisor shall then attempt to resolve the dispute if CONTRACTOR and COUNTY SSW are unable to resolve the dispute;

18.3 CONTRACTOR and COUNTY Program Managers from the assigned CFS program and the Foster Care Support and Development Program shall then attempt to resolve the dispute if CONTRACTOR and COUNTY Senior Social Services Supervisor are unable to resolve the dispute; and

18.4 CONTRACTOR shall accept Director of CFS Division's final authority and sole discretion to resolve any dispute as to the necessity and appropriateness

of services and length of services.

19. UTILIZATION REVIEW (UR)

19.1 CONTRACTOR and ADMINISTRATOR's designee shall meet upon ADMINISTRATOR's request to review and evaluate a random selection of family case records. The review may include, but 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.

19.2 ADMINISTRATOR may conduct an UR at CONTRACTOR'S facility, 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.

19.3 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY's CFS staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of CFS for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 43 of this Agreement.

20. TRAINING

20.1 CONTRACTOR shall complete training(s) as required by ADMINISTRATOR. Training(s) may be provided in a variety of formats (e.g., in-person, electronically, or virtually, etc.).

21. REFERRALS

COUNTY does not guarantee CONTRACTOR any specified minimum number of referrals or minimum sum of money during the term of this Agreement. CONTRACTOR shall provide services requested as needed by COUNTY, at the compensation structure agreed upon in this Agreement, regardless of the quantity of referrals made by COUNTY.

21.1 CONTRACTOR shall not refuse referred Foster Child(ren)/NMDs without advance written approval from ADMINISTRATOR.

22. COMPENSATION FEE-FOR-SERVICES

22.1 CONTRACTOR shall be paid monthly, in arrears, pursuant to Paragraph 20 of this Agreement.

23. STAFF

In addition to personnel disclosure requirements set forth in Paragraph 28 of this Agreement, CONTRACTOR shall:

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

23.2 Maintain a personnel file on each employee, which shall include, but not limited to, the following information:

23.2.1 The name of the person who completed the employment application;

23.2.2 A completed and signed criminal record statement where employees must self-disclose their criminal records, as permitted by law;

23.2.3 Written performance evaluations;

23.2.4 Proof of automobile insurance;

23.2.5 Completed reference checks;

23.2.6 Completed initial physical exam;

23.2.7 DMV driving record printout;

23.2.8 Confidentiality agreement;

23.2.9 Child abuse reporting statement confirming that the employee understands they are a mandated reporter of child abuse;

23.2.10 Approved education credentials;

23.2.11 Annual training(s) completed; and

23.2.12 Disciplinary actions taken, if applicable.

23.3 Establish and maintain documentation of in-service training for staff involved in direct contact with CLIENTS. Each personnel file shall contain documentation of attendance and content provided to that employee.

EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF FOSTER FAMILY AGENCY
FAMILY EVALUATION SERVICES

1. **POPULATION TO BE SERVED**

CONTRACTOR shall provide Family Evaluation (FE) Services to CLIENTS referred by ADMINISTRATOR. CLIENTS may live in Orange County or may reside in a contiguous county outside of Orange County (e.g., Los Angeles, San Diego, Riverside, and San Bernardino counties). CLIENTS may include, but not limited to, the following:

- 1.1 Resource Family caregiver(s);
- 1.2 Minor child(ren) of the Resource Family caregiver(s); and
- 1.3 Foster Child(ren) and Non-Minor Dependent (NMD) youth placed in the Resource Family Home.

2. **WORKLOAD STANDARDS**

CONTRACTOR shall count each FE as one (1) assessment regardless of the number of family or household members being served. FEs shall be completed in entirety to qualify for reimbursement.

3. **GOALS, STRATEGIES, AND OUTCOME OBJECTIVES**

- 3.1 The primary goal of FE Services is to:
 - 3.1.1 Provide referred CLIENTS an opportunity to comply with required Resource Family Approval (RFA) FEs by offering client-friendly and professionally-delivered services in CLIENTS' homes and/or other agreed upon locations.
- 3.2 CONTRACTOR shall ensure services adhere to the following strategies for preventing child abuse and neglect:

- 3.2.1 Provide concrete support in times of need;
- 3.2.2 Increase parental resilience;
- 3.2.3 Increase knowledge of parenting and child development;
- 3.2.4 Support the social and emotional competence of children; and
- 3.2.5 Build parents' social connection.
- 3.3 CONTRACTOR shall meet the following outcome objectives for the term of this Agreement:
 - 3.3.1 Complete a minimum of seventy percent (70%) of referred FEs within forty-five (45) calendar days of referral date.

4. SERVICES

CONTRACTOR shall:

- 4.1 Comply with all FFA General Services referenced in Exhibit A of this Agreement.
- 4.2 Complete FEs on referred CLIENTS in a manner consistent with current RFA State of California Written Directives.
- 4.3 Accept a maximum of five (5) FE referrals per month; however, ADMINISTRATOR reserves the right to exceed the monthly maximum as agreed and based upon FFA's ability to accept additional referrals.
- 4.4 Conduct face-to-face interviews with CLIENTS, all members of their household, and any other person(s) deemed necessary in the family home and at other convenient locations, such as during trainings or in a classroom environment, as necessary to complete the FE.
- 4.5 Complete FEs on any and all forms necessary as approved and provided by ADMINISTRATOR.
- 4.6 Complete FEs on referred CLIENTS within forty-five (45) calendar days of receiving the referral. The first (1st) day begins the next business day after the referral is sent.
- 4.7 Contact each referred CLIENT, by telephone, within two (2) business days of receiving the referral, to schedule an initial appointment. In the event the CLIENT cannot be reached via telephone, CONTRACTOR shall send a letter to the CLIENT's address inviting the CLIENT to contact CONTRACTOR to

schedule an initial appointment.

- 4.8 Notify ADMINISTRATOR, by telephone and in writing, within fourteen (14) calendar days of receiving the referral, if attempts to reach the CLIENT are unsuccessful.
- 4.9 Notify ADMINISTRATOR in writing by the thirty-first (31st) day from receiving the referral, if CONTRACTOR is unable to complete the FE. Written notice shall include an explanation of any barriers that contributed to the delay.
- 4.10 Contact each referred CLIENT and provide reminder(s) of appointments to ensure compliance.
- 4.11 Document all attempted CLIENT contacts and submit documentation to ADMINISTRATOR upon request.
- 4.12 Maintain verbal and/or written contact with ADMINISTRATOR's RFA Program staff a minimum of every fifteen (15) calendar days to discuss progress toward completing FEs and any encountered barriers.
- 4.13 Provide to ADMINISTRATOR a minimum of one (1) business day, advance written notice to terminate a CLIENT from further services.
- 4.14 Receive ADMINISTRATOR approval to terminate CLIENT services.
- 4.15 Utilize a mutually agreed upon secure method of communication for all referrals on a form provided by ADMINISTRATOR.
- 4.16 Confirm receipt of referrals using ADMINISTRATOR's approved form. CONTRACTOR shall document the date the referral is received.
- 4.17 Collaborate with ADMINISTRATOR in signing the Adoption Placement Agreement to qualify for Private Adoption Agency Reimbursement Program (PAARP) funding reimbursement as applicable.
- 4.18 Seek compensation through the PAARP when appropriate and/or as eligible.
- 4.19 Require CLIENTS to sign authorization to release information between ADMINISTRATOR and CONTRACTOR for the purpose of facilitating the PA/FE.
- 4.20 Maintain safeguards set by ADMINISTRATOR to ensure the confidentiality of CLIENTS and all related documents.

5. FACILITIES

5.1 Administrative services under this Agreement shall be provided at:

[FFA Agency]

[FFA Contact]

[Street Address]

[City, State, Zip Code]

5.2 FEs shall be provided in referred CLIENT's home or other locations convenient to referred CLIENT, as necessary.

6. CASE RECORDS

CONTRACTOR shall maintain case records on each referral which shall include, but not limited to, the following:

6.1 FEs and any related documentation; and

6.2 Authorization to release information between ADMINISTRATOR and CONTRACTOR.

7. REPORTS

7.1 CONTRACTOR shall prepare and submit to designated COUNTY's CFS staff written reports including, but not limited to, the following:

7.1.1 Monthly reports for services provided the prior month, due by the twentieth (20th) calendar day of each month.

7.1.2 Quarterly cumulative performance reports detailing work performed and any obstacles to achieving the expected outcomes due within fifteen (15) days after the end of each quarter.

7.2 Report formats shall be jointly developed and mutually agreed upon by CONTRACTOR and ADMINISTRATOR and shall be submitted via a mutually agreed upon secured method of communication to protect CLIENT confidentiality. ADMINISTRATOR may add, delete, waive, or otherwise modify individual reporting requirements.

8. REFERRALS

COUNTY does not guarantee CONTRACTOR any specified minimum number of referrals or minimum sum of money during the term of this Agreement. CONTRACTOR shall

provide services requested as needed by COUNTY, at the compensation structure agreed upon in this Agreement, regardless of the quantity of referrals made by COUNTY.

8.1 CONTRACTOR shall not refuse referred Resource Program applicant families without advance written approval from ADMINISTRATOR.

9. COMPENSATION FEE-FOR-SERVICES

9.1 CONTRACTOR shall provide to ADMINISTRATOR, the monthly invoice for prior month's services, by the twentieth (20th) calendar day of each month.

9.2 CONTRACTOR shall be paid monthly, in arrears, at a rate of two thousand dollars (\$2,000) per completed FE. CONTRACTOR shall only receive payment for completed FEs.

10. STAFF

CONTRACTOR shall meet the following staff requirements:

10.1 Ensure all FEs are conducted by social work personnel qualified by education and/or experience according to RFA guidelines and who meet the following requirements:

10.1.1 Minimum Qualifications

10.1.1.1 Bachelor's degree in social work, psychology, sociology, or a related field and/or three (3) years of experience in human services.

10.1.2 Duties

10.1.2.1 Conduct home visits as required by RFA guidelines to conduct FEs.

10.1.2.2 Conduct interviews/in-person interviews and/or as required by RFA guidelines.

10.1.2.3 Complete all required FE paperwork as required by RFA guidelines.

10.1.2.4 Maintain regular and ongoing contact per Subparagraph 4.12, of this Exhibit B, with ADMINISTRATOR's RFA assigned staff as needed.

10.2 Hire staff in accordance with Subparagraph 10.1 of Exhibit B and all

applicable statutes and regulations including CCR Title 22, Division 6 for criminal record clearances.

- 10.3 Maintain and complete a personnel file on each employee as referenced in Paragraph 23 of Exhibit A.

EXHIBIT C
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF FOSTER FAMILY AGENCY
TEMPORARY EVALUATION COMMUNITY HOMES SERVICES

1. **POPULATION TO BE SERVED**

CONTRACTOR shall provide Temporary Evaluation Community Homes (TECH) Services to children referred by ADMINISTRATOR, including children ages birth to eighteen (0-18) years who meet any of the following criteria including, but not limited to, the following:

- 1.1 Detained and subject of a child abuse or neglect investigation where a Petition is pending filing or has been filed with the Juvenile Court;
- 1.2 Detained from the custody of their parents or legal guardians;
- 1.3 Adjudicated as a dependent of the Juvenile Court pursuant to WIC Section 300;
- 1.4 A relative/Nonrelative Extended Family Member (NREFM) has been identified for placement and the relative/NREFM needs sixty (60) days or less to prepare their home for placement of the child(ren);
- 1.5 Accepted for Short-Term Residential Therapeutic Program (STRTP), Therapeutic Foster Care (TFC), Intensive Services Foster Care (ISFC), Regional Center of Orange County (RCOC), COUNTY Resource Family Home, Community Home, or FFA placement and are awaiting an opening which will be available within sixty (60) days;
- 1.6 A Foster Family Agency (FFA) or Community home has been identified for placement which will be available within sixty (60) days;
- 1.7 Approved to return to their parent(s)/legal guardian(s) within sixty (60) days;

and

- 1.8 Will be eighteen (18) years old in sixty (60) days and have an identified living arrangement when they turn eighteen (18) years old.

2. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

- 2.1 The primary goals of TECH Services are to:
 - 2.1.1 Actively recruit and maintain Resource Family Homes; and
 - 2.1.2 Provide supportive services to approved Resource Family Homes as required by the State, as documented in approved or pending approval program statements, and as necessary to maintain and preserve placement.
- 2.2 CONTRACTOR shall meet the following outcome objectives for the term of this Agreement:
 - 2.2.1 Accept one hundred percent (100%) of referrals for TECH services within twelve (12) hours of contact by ADMINISTRATOR.
 - 2.2.2 Maintain one hundred percent (100%) of TECH placements for the entire referred period.

3. SERVICES

CONTRACTOR shall:

- 3.1 Comply with all FFA General Services referenced in Exhibit A, of this Agreement.
- 3.2 Maintain COUNTY approved TECH beds, on a 24-hour, seven (7) days-per-week basis, until placement occurs.
- 3.3 Ensure that only children referred by ADMINISTRATOR for TECH Services, as defined in Paragraph 1 of this Exhibit C, are placed in the TECH beds.
- 3.4 Maintain an available phone line with voicemail/text message capability to receive placement request referrals from ADMINISTRATOR.
- 3.5 Accept referrals for TECH services within twelve (12) hours of contact by ADMINISTRATOR, seven (7) days a week.
- 3.6 Obtain ADMINISTRATOR's prior written approval when referral is declined due to exceptional condition(s). Exceptional conditions may include, but not limited to:

- 3.6.1 Residency in the TECH home will endanger the child placed in the TECH bed;
- 3.6.2 Residency in the TECH home will endanger other children in the home; and/or
- 3.6.3 Residency in the TECH home will endanger the safety of any others residing in the TECH home.
- 3.7 Coordinate with ADMINISTRATOR to evaluate the needs of each individual child in a TECH placement, and provide services that are necessary and appropriate to meet the identified needs for the period of the child's placement in the TECH bed.
- 3.8 Provide continued services should placement plans for a child in a TECH bed be delayed or fall through, until a mutually agreeable solution for the child can be reached between ADMINISTRATOR and CONTRACTOR.
- 3.9 Provide and/or facilitate all necessary transportation for each child in a TECH placement as required by ADMINISTRATOR, including but not limited to: to and from school; all school/educational related activities; all Juvenile Court hearings, medical, dental, psychiatric appointments, and support services etc.; independent living activities and functions; and monitored/supervised visitation.

4. FACILITIES

- 4.1 Services shall be provided in certified FFA Homes, Resource Family Approval Homes, and at CONTRACTOR's main office located at:

[FFA Agency]

[FFA Contact]

[Street Address]

[City, State, Zip Code]

5. REPORTS

- 5.1 CONTRACTOR shall provide a minimum of fourteen (14) calendar days' advance written notice to have a child removed from placement in their approved Resource Family Home.

6. REFERRALS

COUNTY does not guarantee CONTRACTOR any specified minimum number of referrals or minimum sum of money during the term of this Agreement. CONTRACTOR shall provide services requested as needed by COUNTY, at the compensation structure agreed upon in this Agreement, regardless of the quantity of referrals made by COUNTY.

- 6.1 CONTRACTOR shall not refuse referred CLIENTS without advance written approval from ADMINISTRATOR that exceptional conditions apply. Exceptional conditions may include, but not limited to, residency in the TECH home might endanger the child placed in the TECH home, other children placed in the TECH home, and/or the TECH home family.

7. COMPENSATION FEE-FOR-SERVICES

CONTRACTOR shall:

- 7.1 Provide to ADMINISTRATOR, the monthly invoice for prior month's services by the twentieth (20th) calendar day of each month.
- 7.2 Be paid monthly, in arrears, at a rate of twenty-five dollars (\$25) per day, per bed reserved for child(ren) referred by ADMINISTRATOR.
- 7.3 Neither charge COUNTY nor be reimbursed for TECH services when CONTRACTOR is on hold or otherwise ineligible for accepting placements from ADMINISTRATOR.
- 7.4 Neither charge COUNTY nor be reimbursed for TECH services when child(ren) referred by ADMINISTRATOR are placed in homes that are on hold or otherwise ineligible for accepting placements from ADMINISTRATOR.

Payment of the TECH rate:

- 7.5 Will continue once a child referred by ADMINISTRATOR is placed in the home and foster care payments commence.
- 7.6 Will stop if a TECH bed is not made available when placement is requested and will resume when a TECH bed is made available.
- 7.7 Will stop if the status of a placement of a child is changed, by mutual agreement between CONTRACTOR and ADMINISTRATOR, from TECH to long-term. Payment of the TECH rate will resume if CONTRACTOR makes another TECH bed available.