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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS,  
~~INCORPORATED, INC.~~  
FOR THE PROVISION OF  
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM  
TUSTIN FAMILY CAMPUS

This AGREEMENT is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS ~~INCORPORATED, INC.~~, a Nevada non-profit corporation, qualified to transact interstate business in the State of California, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency ([SSA](#)) Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of ~~residential care and intensive treatment services~~ [Short-Term Residential Therapeutic Program Tustin Family Campus](#); and

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

WHEREAS, such services are authorized and provided for pursuant to Section 16501 of the Welfare and Institutions Code;

~~NOW, THEREFORE, IT IS MUTUALLY~~ [ACCORDINGLY, THE PARTIES](#) AGREED AS FOLLOWS:

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1. TERM

1.1 The term of this Agreement shall commence on ~~the date of execution by both parties,~~ July 1, 2021, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 42 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. This Agreement may be renewed thereafter for two (2) additional one-year term(s) upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement.

~~1.2 Amendment No. 1 to Agreement CKV2717 is hereby terminated; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond termination, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.~~

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.

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

4. DESCRIPTION OF SERVICES ~~AND STAFFING~~

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Exhibit A ~~to~~ of the Agreement between County of Orange and Rite of Passage Adolescent Treatment Centers and Schools ~~Incorporated, Inc.~~ Inc. for the Provision of Short-Term Residential Therapeutic Program ~~(STRTP) Services at~~ Tustin Family Campus, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the ~~number~~ staffing ratio and type of staff described and as required for provision of services hereunder.

4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs ~~as long as COUNTY's maximum obligation, as set forth in Subparagraph 20.1 of this Agreement, is not exceeded.~~

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

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 30 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.).

5.2 CONTRACTOR shall be licensed as a Short-Term Residential Therapeutic Program (STRTP) and CONTRACTOR shall operate in compliance with the California Department of Social Services (CDSS), Community Care Licensing Division (CCLD) STRTP licensing standards, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

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

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

~~5.25.3~~ 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.

~~5.2.1 It is mutually understood that CONTRACTOR is in the process of obtaining licensure as an STRTP and that CONTRACTOR shall operate in compliance with group home license requirements until CONTRACTOR is licensed as an STRTP. After CONTRACTOR is licensed as an STRTP, CONTRACTOR shall operate in compliance with STRTP regulations.~~

~~5.2.2~~5.3.1 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.

5.4 CONTRACTOR shall cooperate with 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.

6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 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.

~~6.2 Subcontracts~~

~~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.~~

6.1.2 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.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this 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.

7. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

7.1 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:

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

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

7.1.3 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.

7.2 Change in Form of Business Organization

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

7.3 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.



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8. USE OF COUNTY PROPERTY

8.1 During the entire term of this Agreement, CONTRACTOR shall provide services at single-story residential style structures located at Tustin Family Campus, a facility wholly owned and operated by County of Orange. CONTRACTOR shall enter into a license agreement, number GA 1213-203-7, with a term of July 1, 2021 to June 30, 2024, with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute all terms and conditions of said agreement upon ADMINISTRATOR's presentation of said document to CONTRACTOR. Failure to execute the license agreement will result in a breach of this Agreement.

~~8. \_\_\_\_\_~~

~~8.1 services in the Agreement are to take place at single-story residential care facilities at Tustin Family Campus (STRTP Homes).~~

~~8.2 County and CONTRACTOR have agreed to License Agreement GA1213-203-4, with a term of July 1, 2015 to June 30, 2020, for two (2) STRTP Homes.~~

~~Upon expiration of License Agreement GA1213-203-4, CONTRACTOR shall enter into another lease or license agreement for STRTP Homes with ADMINISTRATOR until at least June 30, 2021. Failure to execute a new lease or license agreement until at least June 30, 2021 for STRTP Homes will result in a breach of this Agreement.~~

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

9. NON-DISCRIMINATION

9.1 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.

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

9.3 Non-Discrimination in Employment

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

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

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

California Department of ~~Social Services~~ Fair Employment

~~Public Inquiry and Response Bureau~~

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

~~Sacramento~~ 2218 Kausen Drive, Suite 100

Elk Grove, CA 95814 95758

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

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

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as

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1 amended; the Age Discrimination Act of 1975, as amended; the Food Stamp  
 2 Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of  
 3 the Americans with Disabilities Act of 1990, as amended; California Civil  
 4 Code Section 51 et seq., as amended; California Government Code (CGC)  
 5 Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and  
 6 (j); CGC Section 4450; Title 22, California Code of Regulations (CCR)  
 7 Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC  
 8 Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic  
 9 Adoption Act of 1996; and other applicable federal and State laws, as well as  
 10 their implementing regulations (including Title 45 CFR Parts 80, 84, and 91;  
 11 Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining  
 12 to Equal Employment Opportunity, Affirmative Action, and  
 13 Nondiscrimination, as each may now exist or be hereafter amended.  
 14 CONTRACTOR shall not implement any administrative methods or  
 15 procedures which would have a discriminatory effect or which would violate  
 16 the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-  
 17 100. If there are any violations of this Paragraph, CDSS shall have the right  
 18 to invoke fiscal sanctions or other legal remedies in accordance with WIC  
 19 Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the  
 20 issue may be referred to the appropriate federal agency for further compliance  
 21 action and enforcement of Subparagraph ~~of this Agreement~~9.4 et seq.  
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9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal  
 complaint any and all information as appropriate:

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

\_\_\_ County Civil Rights Contact:

\_\_\_ Orange County Social Services Agency

\_\_\_ Program Integrity

\_\_\_ Attn: Civil Rights Coordinator

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\_\_\_ 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. ~~458-16-70~~

\_\_\_ Sacramento, CA 94244-2430

~~\_\_\_~~ Telephone: (916) 654-2107

~~\_\_\_~~ Toll Free: (866) 741-6241

~~\_\_\_~~ Federal Civil Rights Contact:

~~\_\_\_~~ Office of Civil Rights

~~\_\_\_~~ U.S. Department of Health and Human Services

~~\_\_\_\_\_~~ Office of Civil Rights

~~\_\_\_\_\_~~ 50 U.N. Plaza, Room 322

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

~~\_\_\_\_\_~~ San Francisco, CA 94103

~~\_\_\_\_\_~~ Customer Response Center: (800) 368-1019

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

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

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

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

10. NOTICES

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

COUNTY: \_\_\_\_\_ County of Orange Social Services Agency

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

\_\_\_\_\_  
CONTRACTOR: ~~—~~ Rite of Passage Adolescent Treatment Centers and Schools, Inc.  
\_\_\_\_\_  
Attn. Lawrence W. Howell  
\_\_\_\_\_  
2560 Business Parkway, Suite B  
\_\_\_\_\_  
Minden, ~~Nevada~~ NV 89423 ~~—~~

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

10.2.1 Deposited in the United States mail, first class, postage prepaid and addressed as ~~above. — Any communications, including notices, requests, claims, correspondence, reports, and~~ shown in the Subparagraph 10.1;

10.2.2 Sent by Email;

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

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

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

11. NOTICE OF DELAYS

Except as otherwise provided under this 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.

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal

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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.

13. INSURANCE

13.1 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.

13.2 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.

13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. —Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager,

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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:

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

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

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

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

13.5 Qualified Insurer

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

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

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

~~13.7~~

Coverage

Minimum Limits

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for <u>owned, non-owned and hired vehicles</u> :	
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

### 13.8 Required Coverage Forms

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

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

### 13.9 Required Endorsements

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

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



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AS REQUIRED BY WRITTEN CONTRACT.

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

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

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

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

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

13.11 All insurance policies required by this 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.

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

13.13 If CONTRACTOR’s Professional Liability, and/or Network Security & Privacy Liability policies policy are a “claims made” policy, CONTRACTOR shall agree to maintain Professional Liability, and/or Network Security & Privacy Liability

coverage for two (2) years following completion of this Agreement.

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- 13.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
- 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.
- 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 13.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

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

14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance under this 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.

~~14.1~~14.2 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.

~~14.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.

~~14.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

~~14.4~~14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.

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

#### 15. CONFLICT OF INTEREST

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

15.1 provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to prevent~~ rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers ~~from acting~~ in the ~~best interests~~ performance of ~~COUNTY~~ their duties.

15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, 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.

#### 16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

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

18. ~~PERSONAL COMPUTER EQUIPMENT~~

18.1 Computer Equipment

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

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 ~~of this Agreement~~ 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

~~20.1 Maximum Contractual Obligation~~

20.1 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, the STRTP rate of reimbursement for the services provided under this Agreement, as established by the State of California, as stated in the CDSS MPP, Division 11, Chapter 11-425.1. Payments ~~shall~~will accrue from the date a Foster Youth/Non-Minor Dependent (NMD) is placed, and terminate on the date before the ~~Youth/NMD~~Foster Youth/NMD is discharged, removed, runs away, or otherwise leaves the Tustin Family Campus (TFC). No payment ~~shall~~will accrue to CONTRACTOR if the ~~Youth/NMD~~Foster Youth/NMD is placed in and removed from the TFC and placed in another facility on the same day (i.e., the ~~Youth/NMD~~Foster Youth/NMD must spend the night in the TFC before payment will accrue).

20.2 It is mutually understood that an approved STRTP CONTRACTOR shall be reimbursed at the STRTP rate, as determined by CDSS in accordance with WIC Section 11462(c).

~~20.2~~20.3 Upon prior written approval of ~~Youth's/NMD's COUNTY~~the Foster Youth/NMD's County Social Worker ~~(SSW),~~ COUNTY may continue to pay for residential care for up to fourteen (14) days when a ~~Youth/NMD~~Foster Youth/NMD leaves the TFC prior to the planned discharge date (e.g., runaway), if CONTRACTOR has agreed to take the ~~Youth/NMD~~Foster Youth/NMD back immediately upon notice during the period of continued payment.

~~20.3 CONTRACTOR shall provide written notice to the Orange County Foster Care Eligibility Team immediately, and no later than 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. The overpayment or underpayment shall be identified by the Youth's/NMD's name, case number, caseload number, and the amount of underpayment or overpayment.~~

21. OVERPAYMENTS/UNDERPAYMENTS

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21.1 CONTRACTOR shall provide written notice to the Orange County Foster Care Eligibility unit immediately, and no later than within thirty (30) days of receipt of a payment for an Orange County placement which is inconsistent with the actual period of placement and results in an overpayment or underpayment. The overpayment or underpayment shall be identified by the Foster Youth/NMD's name, case number, caseload number, and the amount of overpayment or underpayment.

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

21.2.1 CONTRACTOR may call the following telephone numbers for overpayment/underpayment matters:

SSA Foster Care Program Development:

(714) 704-8866 or (714) 704-8441

21.2.2 CONTRACTOR may call the following telephone numbers for appeal overpayment/underpayment matters:

SSA Program Integrity:

(714) 438-8880 or

CDSS State Hearing System:

(800) 952-5253

22. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with ~~ADMINISTRATOR~~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.

23. MEDICAL COSTS

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

~~23.1~~23.2 CONTRACTOR shall seek reimbursement for Foster Youth/NMD medical costs ~~for Youth/NMD placed by COUNTY under this Agreement shall be paid by~~ from the State Medi-Cal program during such periods as the ~~Youth/NMD~~Foster Youth/NMD is eligible for health care services under that program.

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

23.2.2 Except in emergencies, authorization ~~by~~ from the ~~SSW~~County Social Worker shall be obtained prior to incurring any medical expenses not covered by Medi-Cal.

~~23.2~~23.2.3 COUNTY may pay for medical services, in accordance with COUNTY procedure, if such services are deemed necessary by COUNTY and Medi-Cal rejects coverage. COUNTY ~~shall~~will reimburse CONTRACTOR for medical expenses paid by CONTRACTOR pursuant to this section based on Medi-Cal rates.

~~23.3~~23.2.4 CONTRACTOR shall be responsible for controlling the use of each ~~Youth's/NMD's~~ Foster Youth/NMD's Medi-Cal proof-of-eligibility card.

24. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

COUNTY will maximize the use of Early and Periodic Screening Diagnosis and Treatment Program (EPSDT) funding when children and families are determined to have an eligible condition. COUNTY will provide training for CONTRACTOR on EPSDT charting requirements and will facilitate the processing of EPSDT funding claims. CONTRACTOR shall comply with these requirements for EPSDT eligible children and their families and



shall facilitate the processing of EPSDT funding claims. CONTRACTOR understands that in order to participate in this funding opportunity, agreements with both ADMINISTRATOR and County of Orange Health Care Agency shall be required.

25. FINAL REPORT

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

26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

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

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

26.2 Client Records

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

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



of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2. ~~of this Agreement.~~

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

26.3 Public Records

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

26.4 Inspections and Audits

26.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of the 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.

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

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

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

26.5 Evaluation Studies

~~26.5.1~~ CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.

27. PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 17 of Exhibit A (hereinafter referred to as "Personnel").

~~27.1.2~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

~~27.1.1~~27.2.1 Names and dates of birth of all ~~full or part-time personnel by title, including volunteer personnel~~Personnel by title, whose direct services are required to provide the programs described herein;

~~27.1.2~~27.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time ~~personnel~~Personnel, each day or month, as appropriate;

~~27.1.3~~27.2.3 The professional degree, if applicable, and experience required for each position; and

~~27.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

~~27.2~~27.3 Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require prospective ~~employees~~Personnel to provide detailed information regarding the conviction of a

1 crime, by any court, for offenses other than minor traffic offenses. Information  
 2 discovered subsequent to the hiring or promotion of any prospective  
 3 ~~employee~~ Personnel shall be cause for termination from the performance of services  
 4 under this Agreement.  
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 7 ~~27.3~~ 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
 8 COUNTY, a clearance on the following public websites of the names and dates of  
 9 birth for all ~~employees and/or volunteers~~ Personnel who will have direct, interactive  
 10 contact with clients served through this Agreement: U.S. Department of Justice  
 11 National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
 12 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).  
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 15 ~~27.4~~ 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
 16 COUNTY, a criminal record background check on all ~~employees (direct service and~~  
 17 ~~administrative) funded through this Agreement and also all non-funded staff (e.g.,~~  
 18 ~~volunteers, in-kind staff, etc.)~~ Personnel who will have direct, interactive contact with  
 19 clients served through this Agreement. ~~Background checks conducted through the~~  
 20 California Department of Justice shall include a check of the California Central Child  
 21 Abuse Index, when applicable. ~~Candidates will satisfy background checks~~  
 22 consistent with this Paragraph and their performance of services under this  
 23 Agreement.  
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 26 ~~27.5~~ 27.6 CONTRACTOR shall ensure that clearances and background checks  
 27 described in Subparagraphs ~~27.3~~ 27.4 and ~~27.4, of this Agreement,~~ 27.5 are completed  
 28 prior to CONTRACTOR's ~~personnel~~ Personnel providing services under this  
 Agreement.

~~27.6~~ 27.7 In the event a record is revealed through the processes described in  
 Subparagraphs ~~27.3~~ 27.4 and ~~27.4, of this Agreement,~~ 27.5, COUNTY will be  
 available to consult with CONTRACTOR on appropriateness of ~~personnel~~ Personnel  
 providing services through this Agreement.

~~27.7~~ 27.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~ Personnel  
 assigned by CONTRACTOR to provide services under this Agreement have  
 satisfactory past work records and/or reference checks indicating their ability to  
 perform the required duties and accept the kind of responsibility anticipated under

1 this Agreement. CONTRACTOR shall maintain records of background  
 2 investigations and reference checks undertaken and coordinated by CONTRACTOR  
 3 for ~~each employee and/or volunteer~~ Personnel assigned to provide services under this  
 4 Agreement, for a minimum of five (5) years from the date of final payment under this  
 5 Agreement, or until all pending COUNTY, State, and federal audits are completed,  
 6 whichever is later, in compliance with all applicable laws.  
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 10 ~~27.8~~27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning  
 11 the arrest and/or subsequent conviction, for offenses, other than minor traffic  
 12 offenses, of any ~~paid employee and/or volunteer staff~~ Personnel performing services  
 13 under this Agreement, when such information becomes known to CONTRACTOR.  
 14 ADMINISTRATOR may determine whether such ~~employee and/or~~  
 15 ~~volunteer~~ Personnel may continue to provide services under this Agreement and shall  
 16 provide notice of such determination to CONTRACTOR in writing.  
 17 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be  
 18 deemed a material breach of this Agreement, pursuant to Paragraph 19 ~~of this~~  
 19 ~~Agreement~~ above.  
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 25 ~~27.9~~27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
 26 ~~staff~~ Personnel performing work hereunder, and any proposed changes in  
 27 CONTRACTOR's ~~staff~~ Personnel.  
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~~27.10~~27.11 COUNTY shall have the right to require CONTRACTOR to remove any  
~~employee~~ Personnel from the performance of services under this Agreement. At the  
request of COUNTY, CONTRACTOR shall immediately replace said  
~~personnel~~ Personnel.

~~27.11~~27.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel is  
terminated for cause from working on this Agreement.

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

~~27.12~~

28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

~~29. — ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~29.1 — CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.~~

~~29.2 — In the case of an individual contractor or contractor doing business in a form other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of the award of this Agreement:~~

~~29.2.1 His/her name, date of birth, Social Security Number, and residence address; or~~

~~29.2.2 In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security Number, and residence address of each individual who owns an interest of ten~~

~~percent (10%) or more in the contracting entity.~~

~~29.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.~~

~~30-~~29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

~~31-~~30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

~~32-~~31. CONFIDENTIALITY

~~32-~~31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, ~~362.5~~ and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~32-~~31.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents,

subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.

~~32.3~~31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

~~32.4~~31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

~~32.5~~31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, 362.5, and all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

~~32.5.1~~31.5.1 No access, disclosure, or release of information regarding a ~~child~~Foster Youth/NMD who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

~~32.5.2~~31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any ~~child~~Foster Youth/NMD to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through ~~child's SSW~~the County Social Worker.

## ~~33.~~32. SECURITY

### ~~33.1~~32.1 Security Requirements

~~33.1.1~~32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all



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

~~33.1.1.1~~32.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

~~33.1.1.2~~32.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.

~~33.1.1.3~~32.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

~~33.1.1.4~~32.1.1.4 Firewall protection.

~~33.1.1.5~~32.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

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

~~33.1.1.6~~  
~~33.2~~32.2 Security Breach Notification

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~~33.2.1~~32.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

~~33.2.1.1~~32.2.1.1 Investigate to determine the nature and extent of the Security Breach.

~~33.2.1.2~~32.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

~~33.2.1.3~~32.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

~~33.3~~32.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally

required actions.

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~~34.~~33. COPYRIGHT ACCESS

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

~~35.~~34. WAIVER

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

35. SERVICES DURING EMERGENCY AND/OR DISASTER

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

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

services for staff as requested by COUNTY.

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

36. PUBLICITY, LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

36.1 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.

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

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

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

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

36.2.3.1 Any commercial product or service; and,

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

36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related

to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

37. REPORTS

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

37.2 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.

38. 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).

39. 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:

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

39.2 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

39.3 It will notify COUNTY and EPA about any known violation of the above laws and

regulations.

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

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to ~~Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the OMB and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332.~~ Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that ~~cites~~ includes the ~~following:~~ text below in Subparagraphs 40.1.1 - 40.1.1.4

~~40.1.1~~ The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph 40.1.2 of this Agreement.

~~40.1.2~~ 40.1.1 ~~The offeror, by signing its offer, hereby~~ undersigned certifies to the best of his or her knowledge and belief ~~as of December 23, 1989, that:~~

~~40.1.2.1~~ 40.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~on his or her behalf~~ in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement~~;~~.

~~40.1.2.2~~ 40.1.1.2 If any funds other than federal appropriated funds ~~(including profit or fee received under a covered federal~~

1 ~~transaction~~) have been paid, or will be paid, to any person for  
 2 influencing or attempting to influence an officer or employee of  
 3 any agency, a Member of Congress, an officer or employee of  
 4 Congress, or an employee of a Member of Congress ~~on his or her~~  
 5 ~~behalf~~ in connection with this ~~solicitation~~ Agreement, grant, loan,  
 6 or cooperative agreement, the ~~offeror~~ undersigned shall complete  
 7 and submit ~~with its offer, OMB standard form~~ Standard Form-  
 8 LLL, "Disclosure of Form to Report Lobbying Activities, to the  
 9 Contracting Officer; and," in accordance with its instructions.

10 ~~40.1.2.3~~ 40.1.1.3 ~~He or she will include~~ The undersigned shall require  
 11 that the language of this certification be included in the award  
 12 documents for all subcontract awards subawards at any tier all tiers  
 13 (including subcontracts, subgrants, and require that all recipients  
 14 of subcontract awards in excess of \$100,000 contracts under grants  
 15 loans and cooperative agreements) and that subrecipients shall  
 16 certify and disclose accordingly.

17 ~~40.1.2.4~~ 40.1.1.4 This certification is a material representation of fact  
 18 upon which reliance was placed when this transaction was made  
 19 or entered into. Submission of this certification ~~and disclosure~~ is  
 20 a prerequisite for making or entering into this  
 21 ~~Agreement~~ transaction imposed by Section 1352, Title 31, ~~USC~~  
 22 U.S. Code. Any person who ~~makes an expenditure prohibited~~  
 23 ~~under this provision or who fails to file or amend the disclosure~~  
 24 ~~form to be filed or amended by this provision,~~ the required  
 25 certification shall be subject to a civil penalty of not less than  
 26 \$10,000 and not more than \$100,000 for each such failure.

27 41. 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.

28 42. TERMINATION PROVISIONS

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- 42.1 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.
- 42.2 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.
- 42.3 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.
- 42.4 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



1 this Agreement, reduce COUNTY's maximum funding obligation, or modify this  
 2 Agreement, without penalty. The decision of ADMINISTRATOR shall be binding  
 3 on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with  
 4 written notification of such determination.— CONTRACTOR shall immediately  
 5 comply with ADMINISTRATOR's decision.  
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 9 42.5 If any term, covenant, condition, or provision of this Agreement or the application  
 10 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this  
 11 Agreement shall remain in full force and effect and shall in no way be affected,  
 12 impaired, or invalidated thereby.  
 13

14 43. GOVERNING LAW AND VENUE

15 This Agreement has been negotiated in the State of California and shall be governed by and  
 16 construed under the laws of the State of California, without reference to conflict of law  
 17 provisions. In the event of any legal action to enforce or interpret this Agreement, the sole  
 18 and exclusive venue shall be a court of competent jurisdiction located in Orange County,  
 19 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such  
 20 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties  
 21 specifically agree to waive any and all rights to request that an action be transferred for trial  
 22 to another county.  
 23

24 44. SIGNATURE IN COUNTERPARTS

25 44.1 The parties agree that separate copies of this Agreement may be signed by each of  
 26 the parties, and this Agreement will have the same force and effect as if the original  
 27 had been signed by all the parties.  
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44.2 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.

By: \_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_-LAWRENCE W. HOWELL \_\_\_\_\_CHAIRMAN  
CHIEF ADMINISTRATIVE OFFICER \_\_\_\_\_OF THE BOARD OF SUPERVISORS  
EXECUTIVE DIRECTOR \_\_\_\_\_COUNTY OF ORANGE, CALIFORNIA  
 \_\_\_\_\_RITE OF PASSAGE  
ADOLESCENT TREATMENT CENTERS  
 \_\_\_\_\_-AND SCHOOLS INCORPORATED, INC.

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 \_\_\_\_\_CJ BOWER  
CHIEF FINANCIAL OFFICER  
RITE OF PASSAGE ADOLESCENT  
TREATMENT CENTERS AND SCHOOLS, INC.

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
 ROBIN STIELER  
 Clerk of the Board  
 Orange County, California

APPROVED AS TO FORM  
 COUNTY COUNSEL  
 COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
 DEPUTY

Dated: \_\_\_\_\_

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EXHIBIT A  
 TO  
 AGREEMENT  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS,  
~~INCORPORATED, INC.~~  
 FOR THE PROVISION OF  
 SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM ~~SERVICES~~  
 TUSTIN FAMILY CAMPUS

1. POPULATION TO BE SERVED

CONTRACTOR shall provide Short-Term Residential Therapeutic Program (STRTP) services at the Tustin Family Campus (TFC) to Foster Youth/Non-Minor Dependents (NMD), referred to CONTRACTOR by ADMINISTRATOR pursuant to the terms and conditions set forth herein, and in accordance with ~~the Youth's/NMD's Placement Agreement, Services Case Plan, and~~ CONTRACTOR's Program Statement approved by the ~~State of California~~ California Department of Social Services (CDSS), Community Care Licensing Division (CCLD), and incorporated herein by reference, as it currently exists or may hereafter be amended. The population to be served as defined in this Paragraph shall hereinafter be referred to as "Foster Youth/NMD" and may include:

~~1.1 The population to be served shall hereinafter be referred to as "Youth/NMD" and may include:~~

1.1 Orange County Juvenile Court dependent Foster Youth, twelve (12) to eighteen (18) years old, pursuant to Welfare and Institutions Code (WIC) Section 241.1, or have dual status jurisdiction, with specific age range to be in accordance with CONTRACTOR facility approved CDSS/CCLD STRTP license.

~~1.1.1 At risk youth who may have a history of child abuse, loss, trauma, multiple placement failures, significant behavioral and mental health needs, dual diagnosis, psychiatric hospitalizations and medication non-compliance.~~

1.2 Orange County Juvenile Court NMDs, who are under the age of eighteen (18) years old upon placement, and are eighteen (18) years old to twenty-one (21) years old, with an open SSA case, pursuant to WIC Section 11.400(v)(1)(2)(3), or have dual status jurisdiction.

1.3 NMDs that meet "medical necessity" as defined in Subparagraph 2.24 of this Exhibit A, for STRTP level of intervention as determined through the Interagency Placement Committee process.

1.3.1 A Foster Youth who turns eighteen (18) years old while placed in the STRTP TFC and meets NMD criteria, may remain placed in the STRTP TFC only if attending high school. After high school graduation or when the NMD reaches the age of nineteen (19) years old, whichever comes first; the NMD placement must be terminated unless the NMD meets "medical necessity" and verified by ADMINISTRATOR.

1.4 At-risk Foster Youth/NMDs who may have a history of child abuse, loss, and/or trauma; multiple placement failures; significant behavioral issues, with or without associated "medical conditions" as defined in Subparagraph 2.23 of this Exhibit A; significant mental health needs; dual diagnosis; psychiatric hospitalizations; and medication non-compliance.

~~1.1.2 Youth, twelve (12) to eighteen (18) years of age, that are child welfare dependents of the Orange County Juvenile Court or have dual status jurisdiction pursuant to California Welfare and Institutions Code (WIC) Section 241.1; and~~

~~1.1.3 NMDs, eighteen (18) years of age or until they have graduated from high school, as defined by WIC Section 11400.(v)(1)(2)(3); that are child welfare dependents of the Orange County Juvenile Court or have dual status jurisdiction pursuant to WIC Section 241.1 and have an open Social Services Agency (SSA) case.~~

~~1.1.4~~1.5 Youth/NMDFoster Youth/NMDs who are classified as Commercially Sexually Exploited Children (CSEC) as defined in Subparagraph 2.9 of this Exhibit A.

1.6 Youth/NMDFoster Youth/NMDs who would otherwise be placed in another STRTP facility licensed by CDSS/CCLD.

## 2. DEFINITIONS

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- 2.1 Authorized Absence: An absence of which the Foster Youth/NMD's County Social Worker has authorized and/or has mutual agreement for absence with CONTRACTOR.
- 2.2 Authorized Representative: A Foster Youth/NMD's County Social Worker, Probation Ward's assigned County Probation Officer, and/or other parties designated by the Orange County Juvenile Court to represent a Foster Youth/NMD's interest on their behalf.
- 2.3 Case Plan: A written document which identifies a case plan goal, objectives to be achieved, services to be provided, and case management activities to be performed, and, at a minimum, specifies the type of home in which a Foster Youth/NMD shall be placed.
- 2.4 Child and Family Team (CFT): As defined in WIC Section 16501, a group of individuals who are convened by the placing agency and who are engaged through a variety of team-based processes to identify the strengths and needs of the child or youth and his or her family, and to help achieve positive outcomes for safety, permanency, and well-being, determines that they are ready to transition from the STRTP TFC homes to a Lower Level of Care.
- 2.5 Child Health and Disability Prevention Program (CHDP): The CHDP oversees the provision of screening and preventive services for beneficiaries younger than twenty-one (21) years old who are enrolled in fee-for-service Medi-Cal, including those with special health care needs.
- 2.6 Child and Adolescent Needs and Strengths (CANS) Tool: A multi-purpose tool developed for children's services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services.
- 2.7 Children and Family Services (CFS): A division of the Orange County Social Services Agency (SSA).
- 2.8 Clinical Staff: Individuals who possess a valid license as a Psychologist, Clinical Psychologist, Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, Psychiatrist, or any other licensed professional whose California license

permits the design and/or implementation of behavior modification intervention services, including specialty mental health services, and mental health supports, as appropriate to the needs of the Foster Youth/ NMD.

2.9 Commercially Sexually Exploited Children (CSEC): A commercially sexually exploited or sexually trafficked child, as described in California Penal Code (CPC) Section 236.1, is one who receives food or shelter in exchange for, or is paid to perform sexual acts described in CPC Sections 236.1 or 11165.1, and whose parent or guardian failed to or was unable to protect the child. At-risk foster youth are those whose living circumstances may subject them to becoming victims of commercial sexual exploitation.

2.10 Community Care Licensing Division (CCLD): The division of the CDSS that is responsible for the licensing and monitoring of STRTPs for compliance with CCLD regulations within the State of California.

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

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

2.13 Dual Status Jurisdiction: Foster Youth/NMD designated by the Orange County Superior Court or Juvenile Court, as one who falls under Court jurisdiction under both WIC Section 300 and Sections 601, 602, or is receiving services under Probation supervision and therefore may be supervised by and receive services from both SSA and the Probation Department, based on Orange County Juvenile Court Protocol for WIC Section 241.1 proceedings. SSA is the lead placement agency for dual status jurisdiction Foster Youth/NMDs.

2.14 Early and Periodic Screening Diagnosis and Treatment Program (EPSDT): EPSTD services are a benefit of the Medi-Cal program to provide comprehensive and

preventive health care services for individuals younger than twenty-one (21) years old who are enrolled in Medi-Cal.

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

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

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

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

2.19 Individualized Treatment Plan (ITP): A written plan, which identifies the specific treatment needs, goals, and interventions, of a Foster Youth/NMD, and delineates those services necessary in order to meet the Foster Youth/NMD's identified treatment needs.

2.20 Interagency Placement Committee (IPC): A committee established by the County, with a membership that includes at least the County placement agency and a licensed mental health professional from the county department of mental health pursuant to WIC Section 4096(c).

2.21 Lead Agency: SSA is the lead agency who assumes responsibilities for placement of the Foster Youth/NMD at the STRTP TFC in cases where Dual Status Jurisdiction is invoked as the disposition.

2.22 Lower Level of Care: The least restrictive environment from a residential facility, including, but not limited to: reunification with biological parent(s); placement with relatives, or NREFMs; placement in a RFA home; transitional housing program; or emancipation.

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

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

- 2.24 Medical Necessity: A physical or mental state as determined by County, that limits an NMD's ability to participate in any one of the following activities: completing high school or an equivalency program; enrollment in post-secondary education or vocational school; participation in a program or activity that promotes or removes barriers to employment; and/or employment of at least eighty (80) hours per month. An NMD that meets "medical necessity" may remain in the STRTP until he or she turns twenty-one (21) years old.
- 2.25 Medi-Cal: California's Medicaid public health insurance program which provides medical services, mental health and substance use disorder services, including behavioral health treatment, for children and adults with limited income.
- 2.26 National Accreditation: An accreditation pursuant to Title 22, Division 6, Interim Licensing Standards (ILS), Section 87089. STRTP must obtain accreditation for their STRTP from an entity identified by CDSS.
- 2.27 Needs and Services Plan (NSP): The written plan required by Title 22 of the California Code of Regulations, Sections 87068.2 and 87068.22.
- 2.28 Non-Minor Dependent (NMD): A Foster Youth who is at least eighteen (18) years old and not more than twenty-one (21) years old, or a non-minor former dependent or ward, as defined in WIC Section 11400(v). The NMD must meet at least one of the participation requirements in WIC Section 11403(b) and must participate in a Transitional Independent Living Plan (TILP) under the supervision of COUNTY.
- 2.29 Placing Agency: The lead agency, SSA, is responsible for placement of all Foster Youth/NMD including those with Dual Status Jurisdiction, and is responsible for case management and Court-related matters, and as defined in Health and Safety Code Section 1536.1.
- 2.30 Program Statement: The document prepared by a STRTP as required by State regulation and filed with CDSS/CCLD, which provides details of the day-to-day operation of the STRTP, including, but not limited to, staffing, training, therapy, intake criteria, and record-keeping.



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- 2.31 Probation Department: The Orange County Probation Department.
- 2.32 Probation Officer: The Foster Youth/NMD’s assigned Probation Department Case Manager.
- 2.33 Program Manager: SSA management staff responsible for the oversight of STRTP placements.
- 2.34 Short-Term Residential Therapeutic Program (STRTP): A residential facility operated by a public agency or private organization and licensed by the CDSS, CCLD, pursuant to WIC Section 1562.01 and Chapter 7.5 of the STRTP ILS that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, of twenty-four (24) hours a day, seven (7) days a week, short-term, residential care and supervision, organized and operated on a non-profit basis, to Foster Youth/NMDs with the purpose of moving the Foster Youth/NMD to a Lower Level of Care within six (6) months.
- 2.35 Special Education Local Planning Area (SELPA): A service area covered by a special education local plan and the governance structure created under any of the planning options of California Education Code Sections 56205, 56206, 56208, 56213, 56241, and 56243-56245. SELPAs facilitate educational programs and services for special needs students and training for parents and educators
- 2.36 Strengthening Families Protective Factors: “Strengthening Families” is a research-informed approach developed by the Center for the Study of Social Policy to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five (5) protective factors: parental/caregiver resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and social and emotional competence of children. This approach assists child welfare systems, early education, prevention organizations, and other programs work with parents to build five (5) protective factors that, when present, increase the overall well-being of children and families.
- 2.37 Title 22: Title 22, California Code of Regulations (CCR), Division 6, Chapter 1, General Licensing Requirements, relating to the licensing of community care facilities and STRTPs.

- 2.38 Transitional Independent Living Plan (TILP): A plan established by the County Social Worker in collaboration with the Foster Youth/NMD to develop and document meaningful and attainable goals that will support the Foster Youth/NMD's transition to adulthood and meet at least one participation requirement for the NMD to remain eligible for Extended Foster Care.
- 2.39 Transitional Planning Services Program (TPSP): A program within the CFS Division of SSA which provides independent living skills training resources, supportive services, vocational assessment referrals, and financial resources assistance for employment and education to Orange County's dependent, NMD and emancipated Foster Youth, ages sixteen (16) through twenty (20) years old.
- 2.40 Tustin Family Campus (TFC): A multi-treatment residential facility designed to serve as a community based collaborative resource for children, youth, young adults, and their families, to provide strength-based, family-friendly, and family-centered services.
- 2.41 Unauthorized Absence: An event, absence without leave (AWOL), where a Foster Youth/NMD's whereabouts are unknown by CONTRACTOR's staff, or has run away from placement.
- 2.42 Visitors: Volunteers, repairmen, family members, friends, consulting staff, outside agency staff, or any other person who is not a resident or staff member of the STRTP TFC.

### 1.1.53. FACILITIES

1.23.1 CONTRACTOR may serve ~~up to a maximum of twelve~~ ~~six (6)~~ Foster Youths/NMDs ~~in each of~~ at the two (2) STRTP ~~Homes~~ TFC homes referenced in Paragraph 8 of this Agreement, located at 15405 Lansdowne Road, Tustin, California, 92782. ~~for a combined total of twelve (12) Youth/ NMDs.~~

~~1.2.13.1.1~~ One (1) STRTP TFC home ~~Home~~ shall ~~house~~ serve a maximum of six (6) male Youth/NMD Foster Youth/NMDs, and the other STRTP TFC home ~~Home~~ shall ~~house~~ serve maximum of six (6) female Youth/NMD Foster Youth/NMDs.

~~1.2.2~~ ~~If the need arises for an increase above the two (2) STRTP~~

~~Homes, CONTRACTOR agrees to consider providing additional~~

~~STRTP services in additional STRTP Home(s). Additional services may be added as a fully executed amendment to this Agreement. Additional STRTP Homes may be added as a fully executed license or lease with the COUNTY.~~

~~1.3 When deemed an emergency by the ADMINISTRATOR, CONTRACTOR shall consider immediately accepting placement of a Youth/NMD, before the Youth/NMD have been formally screened pursuant to Subparagraph 2.5 of this Exhibit. If the CONTRACTOR accepts the Youth/NMD, then the screening process pursuant to Paragraph 2.5 of this Exhibit will take place when convenient for all parties.~~

#### 4. HOURS OF OPERATION

CONTRACTOR shall provide STRTP TFC services twenty-four (24) hours a day, seven (7) days a week.

#### 5. SPECIFIC AGENCY REQUIREMENTS

##### 5.1 Program Statement

5.1.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised Program Statement as submitted to CDSS/CCLD, or additional copies of the Program Statement upon request of ADMINISTRATOR. The provisions of the revised Program Statement shall supersede the provisions contained in the previous Program Statement submitted to ADMINISTRATOR to the extent that they conflict.

##### 5.2 STRTP Accreditation

CONTRACTOR shall:

5.2.1 Notify ADMINISTRATOR of any change of status in its National Accreditation within ten (10) business days of receiving notification from the accrediting entity in compliance with Title 22, CCR, ILS Section 87089.

5.2.2 Notify ADMINISTRATOR when its National Accreditation is due to expire within sixty (60) days of expiration date.

5.2.3 Notify ADMINISTRATOR of renewals and audits for its National Accreditation and provide ADMINISTRATOR written notification of the outcomes of the renewals and audits within thirty (30) days after the renewal

and/or audit.

5.2.4 Submit to ADMINISTRATOR written notification of any corrective action required by the National Accreditation Board at time of issuance. CONTRACTOR shall submit to ADMINISTRATOR written notification of completed corrective action plan within thirty (30) days of approval of plan by National Accreditation Board.

## 6. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

### 6.1 Goals

6.1.1 Foster Youth/NMDs will achieve and demonstrate mental health stabilization with the intent of successfully transitioning to a Lower Level of Care in order to achieve: reunification with biological parent(s); placement with relatives, Non-Relative Extended Family Members (NREFMs), or Resource Family Approval (RFA) homes; placement to transitional housing; or emancipation.

6.1.1.1 Mental health stabilization shall be measured through Foster Youth/NMD's goals as outlined in their NSP and ITP, which are measurable and time tracked. NSP and ITP goals are reviewed and shared at each CFT meeting with the Foster Youth/NMD's treatment team who provide input and recommendations for transition planning and stepping down to a Lower Level of Care.

6.1.2 Per STRTP guidelines, CONTRACTOR shall facilitate and assist Foster Youth/NMDs in achieving and demonstrating sustainable and increased level of social, emotional, and behavioral functioning within six (6) months, to support the intent of successfully transitioning from the STRTP TFC and be maintained in a Lower Level of Care.

6.1.2.1 If the CFT determines that the Foster Youth/NMD will not be ready to transition to a Lower Level of Care upon the sixth (6th) month of placement, or the Foster Youth/NMD's 180th day in residential treatment, the County Social Worker may request an extension with SSA Child Welfare Director approval.

6.1.3 CONTRACTOR shall provide STRTP core services and support services

needed to stabilize the Foster Youth/NMD's behavior in order to reduce time in residential treatment; to allow the Foster Youth/NMD to live and learn successfully in the STRTP, classroom, and community; to achieve a successful placement; and to provide the Foster Youth/NMD with skills to become a self-sufficient adult.

## 6.2 Strategies

6.2.1 CONTRACTOR shall incorporate the following Five (5) Protective Factors Framework from the Strengthening Families research-informed approach, developed by the Center for the Study of Social Policy, in providing services and evaluating outcomes to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect:

6.2.1.1 Parental/Caregiver Resilience

6.2.1.2 Social Connections

6.2.1.3 Knowledge of Parenting and Child Development

6.2.1.4 Concrete Support in Times of Need

6.2.1.5 Social and Emotional Competence of Children

6.2.2 Because mental health treatment and substance abuse treatment services have been identified as a Protective Factor that support the social and emotional competence of children, CONTRACTOR shall:

6.2.2.1 Participate as requested by ADMINISTRATOR in research and/or evaluation studies designed to show the effectiveness of their treatment program.

6.2.2.2 Collaborate with ADMINISTRATOR to establish and provide outcome measures as they become necessary to meet program goals and objectives. Outcome measures may include, but not limited to: surveys, tracking logs, pre-tests and post-tests, and evaluation tools.

6.2.2.3 ADMINISTRATOR's measurement tools are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

### 6.3 Outcome Objectives

CONTRACTOR shall be expected to meet the following step-down plans and outcomes during the term of this Agreement:

6.3.1 Transitional planning shall commence within the first ten (10) calendar days of placement by setting goals established by the CFT, towards transitioning to a Lower Level of Care. Monthly evaluations will be completed thereafter.

6.3.2 Additional evaluations shall be completed every thirty (30) days thereafter, in collaboration with CONTRACTOR, County Social Worker, and CFT, to determine transition planning or the need for continued STRTP care.

## 2-7. REFERRALS

2-7.1 It is mutually understood that no minimum number of placement referrals is guaranteed, expressed, or implied, under this Agreement. CONTRACTOR agrees to provide services regardless of the quantity of placement referrals received.

7.2 CONTRACTOR shall only accept referrals from ADMINISTRATOR for placements ~~to~~ at the STRTP Homes at-TFC homes. ; -and

7.3 SSA ~~will~~ shall be the lead agency for ~~Youth/NMDs~~ Foster Youth/NNDs with dual status jurisdiction.

7.4 CONTRACTOR shall not discriminate against Foster Youth/NMDs based on their sexual orientation/gender identity. CONTRACTOR shall collaborate with ADMINISTRATOR on which STRTP TFC home best serves the Foster Youth/NMD's needs.

7.5 CONTRACTOR shall provide all programmatic services to disabled Foster Youth/NMDs, including, but not limited to, specialized and individualized services in consultation with ADMINISTRATOR.

7.6 CONTRACTOR and ADMINISTRATOR shall negotiate the referrals considering ADMINISTRATOR's placement needs; and CONTRACTOR's CDSS/CCLD approved Program Statement.

7.7 Upon CONTRACTOR receiving a placement referral from ADMINISTRATOR, CONTRACTOR shall evaluate and notify ADMINISTRATOR within forty-eight (48) hours regarding the decision for placement.

CONTRACTOR shall:

7.7.1 Review referral, intake packet, and reports;

7.7.2 Review and discuss Foster Youth/NMDs identified strengths; maladaptive behaviors, triggers, and coping skills; supports; and mental health needs;

7.7.3 Interview the Foster Youth/NMD as a part of the screening process, when possible and appropriate; and

7.7.4 If placement is recommended for admission, CONTRACTOR shall submit to ADMINISTRATOR, written documentation of the decision in a format acceptable to ADMINISTRATOR, and the case shall be forwarded to CONTRACTOR's accepted referral process as described in Subparagraph 7.9.1 below.

7.8 Once CONTRACTOR accepts placement, CONTRACTOR shall provide STRTP services until Foster Youth/NMD is removed, and the CFT determines that the Foster Youth/NMD is ready to transition from the STRTP TFC to a Lower Level of Care.

7.9 CONTRACTOR Accepted Referral

7.9.1 Once accepted, the referral shall be forwarded to CONTRACTOR's intake process, and CONTRACTOR shall follow admission requirements pursuant to CDSS/CCLD STRTP ILS and the California Department of Health Care Services (CDHCS).

7.10 CONTRACTOR Declined Referral

7.10.1 If CONTRACTOR declines the placement referral, CONTRACTOR shall submit to ADMINISTRATOR within three (3) business days, written documentation in a format acceptable to ADMINISTRATOR, as to reasons for declining referral and alternative recommendations with identified resources to assist in facilitating placement.

7.10.2 If after a second level review placement cannot be facilitated, CONTRACTOR shall submit to ADMINISTRATOR within three (3) business days, written documentation in a format acceptable to ADMINISTRATOR, as to the clinical justification for declined referral.



## 7.11 Emergency Placement Referrals

7.11.1 CONTRACTOR shall accept Emergency Placement referrals and provide services to individuals referred by ADMINISTRATOR for designated Emergency Placements pursuant to WIC Section 11462.01(h)(3)(A) before the Foster Youth/NMD have been formally screened pursuant to Subparagraph 7.7 above.

~~2.2—Once CONTRACTOR accepts placement, CONTRACTOR shall provide STRTP services until Youth/NMD is removed pursuant to Subparagraph 2.3 of this Exhibit or the Child and Family Team (CFT), as defined in WIC 16501, as being a group of individuals who are convened by the placing agency and who are engaged through a variety of team-based processes to identify the strengths and needs of the child or youth and his or her family, and to help achieve positive outcomes for safety, permanency, and well-being, determines that they are ready to transition from the TFC STRTP homes to a lower level of care. Lower level of care includes, but is not limited to any of the following: reunify with parent(s); placed with relatives or Non-Relative Extended Family Member(s)(NREFM); placed in a Resource Family Approval (RFA) home; enter a Transitional Housing Placement Program (THPP), Transitional Housing Placement Plus Program (THP+), Transitional Housing Placement Plus Foster Care Program (THP+FC), or Transitional Housing Placement Plus (THP+) Host Family Services; or emancipate.~~

### 2.3—Pre-placement Screening, Intake, and Placement

~~2.3.1—CONTRACTOR shall participate in Pre-Placement Screening Meetings to review all placement referrals submitted by SSA to CONTRACTOR.~~

~~2.3.2—The meeting will be coordinated and facilitated by SSA in collaboration with the CONTRACTOR.~~

~~2.3.3—Pre-Placement Screening Meetings may include representatives from SSA, Health Care Agency (HCA), Tustin Unified School District (TUSD), Probation Department, Orange County Department of Education (OCDE), Juvenile Court, prior placements, and other individuals, as deemed appropriate by SSA and/or requested by the Youth/NMD.~~

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~~2.3.4 The purpose of the meeting is as follows:~~

~~2.3.4.1 Review intake packet and reports; and~~

~~2.3.4.2 Review recommendations of intake clinician.~~

~~2.3.4.3 Determine if placement with CONTRACTOR is appropriate.~~

~~2.3.4.4 CONTRACTOR shall provide, to ADMINISTRATOR, written documentation of the decision of the Pre-Placement Screening Meeting, in a format suitable to ADMINISTRATOR.~~

~~2.4 The CONTRACTOR and SSA will negotiate the referrals considering the COUNTY's placement needs and CONTRACTOR's CCLD approved Program Statement.~~

~~2.5 CONTRACTOR shall not discriminate against Youth/NMDs based on their Sexual Orientation/Gender Identity. CONTRACTOR shall collaborate with SSA on which STRTP Homes best serves the youth.~~

~~2.5.1 CONTRACTOR Accepted Referral:~~

~~2.5.1.1 Once accepted, the case will be forwarded to the CONTRACTOR's intake process.~~

~~2.5.1.2 CONTRACTOR shall follow ADMINISTRATOR'S intake requirements related to medical and dental screening, physical examinations, psychological/psychiatric screening, psychotropic medication needs and immunizations, and take Youth/NMDs Health and Education Passport (HEP) and HEP Encounter Form to all medical and dental appointments. Appointments include, but are not limited to:~~

~~1.1.1.1.1—A physical examination at a medical appointment shall be provided within thirty (30) days of placement unless written documentation has been provided from the previous caregiver that an examination was done within the past eleven (11) months with no follow-up recommended. A regular physical examination shall be provided every twelve (12) months thereafter, or sooner, if the initial examination report warrants it.~~

~~1.1.1.1.2—A dental examination at a dental appointment shall be provided within thirty (30) calendar days of placement, unless written documentation has been provided from the previous caregiver that an examination was done within the past eleven (11) months with no follow-up recommended. A regular dental examination shall be provided every twelve (12) months thereafter, or sooner, if the initial examination report warrants it.~~

~~2.5.2—CONTRACTOR Declined Referral:~~

~~2.5.2.1—CONTRACTOR shall submit written documentation in a format acceptable to ADMINISTRATOR, as to reasons for declining referral and alternative recommendations.~~

~~2.5.2.2—ADMINISTRATOR shall report declined referrals to CDSS per STRTP guidelines.~~

~~2.5.2.3—CONTRACTOR shall immediately return all COUNTY records/documents furnished by ADMINISTRATOR to the SSW.~~

~~2.6—Removal of Youth/NMD~~

~~2.6.1—If CONTRACTOR requests removal of Youth/NMD for a reason other than specified in Subparagraph 2.8 of this Exhibit, CONTRACTOR shall provide written notice of request for change of a Youth/NMD's placement to ADMINISTRATOR at least fourteen (14) calendar days prior to the requested change of placement.~~

~~2.6.1.1—Written notice shall be on CONTRACTOR's agency letterhead, provide detailed explanation for the need for change of placement, and be in a format acceptable to~~

ADMINISTRATOR.

~~2.6.1.2 — A CFT meeting, which CONTRACTOR shall attend, shall be conducted prior to consideration of any such requested change.~~

~~2.6.2 — As described in WIC §87068.2, a Youth/NMD may be removed from the STRTP under emergency circumstances by an authorized person or agency.~~

~~2.7 — In the event of an authorized or unauthorized absence of a Youth/NMD, as described in Subparagraph 9.6 of this Exhibit, and the CONTRACTOR desires to continue placement of the Youth/NMD, CONTRACTOR shall submit a written request to the ADMINISTRATOR to hold the bed open.~~

~~2.8 — The ADMINISTRATOR has the sole discretion on whether to hold a bed. The ADMINISTRATOR's decision shall be in writing. CONTRACTOR agrees that the Youth/NMD will return to the CONTRACTOR's care, after an authorized or unauthorized absence, except under the following circumstances:~~

~~2.8.1 — The CONTRACTOR and ADMINISTRATOR mutually agree that there is an imminent safety risk for the Youth/NMD and/or program should the Youth/NMD be returned to the care of the CONTRACTOR.~~

~~2.8.2 — The CONTRACTOR has been notified that the Youth's/NMD's bed has been closed at the discretion of the ADMINISTRATOR.~~

~~2.8.3 — The Youth/NMD's absence has exceeded the duration of an ADMINISTRATOR's authorized bed hold.~~

~~2.8.4 — In the event that a request for change in placement has been submitted by the CONTRACTOR, and the Youth/NMD has not returned prior to the completion of the 14-day notice, the CONTRACTOR is not obligated to continue caring for the Youth/NMD.~~

~~2.9 — CONTRACTOR shall participate in a CFT meeting when the Youth/NMD returns to assist in assessing treatment needs for the Youth/NMD.~~

~~3. — PROGRAM STATEMENT~~

~~CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised Program Statement as submitted to the CDSS and/or CCLD, or upon ADMINISTRATOR's request, subsequent to the execution of this Agreement. The~~

provisions of the revised Program Statement shall supersede the provisions contained in the previous Program Statement submitted to ADMINISTRATOR to the extent they conflict.

~~4. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES~~

~~4.1 CONTRACTOR shall make every effort to assist the Youth/NMDs in achieving and demonstrating long term sustainable behavioral and emotional change with the intent of successfully transitioning to a Lower Level of Care.~~

~~4.2 STRATEGIES~~

~~4.2.1 CONTRACTOR shall provide the essential treatment and support services needed to stabilize the Youth's/NMD's behavior in order to: reduce time in residential treatment; allow the Youth/NMD to live and learn successfully in the treatment care home, classroom, and community; achieve a successful placement; transition and sustain placement in a Lower Level of Care; and provide the Youth/NMD with skills to become a self-sufficient adult.~~

~~4.2.2 Strengthening Families Model~~

~~4.2.2.1 SSA, in partnership with community agencies, has embraced a model of community based family driven, collaborative service delivery. In keeping with these practices, SSA has adopted a nationally recognized model to frame outcomes and evaluation. Developed by the Center for Social Policy, the Strengthening Families Model identifies five (5) Protective Factors, described below, that have been identified in preventing the risk of child abuse and neglect:~~

~~1.1.1.1.3 Provide Concrete Support in Times of Need~~

~~1.1.1.1.4 Increase Parental Resiliency~~

~~1.1.1.1.5 Increase Knowledge of Parenting and Child Development~~

~~1.1.1.1.6 Support the Social and Emotional Competence of Children~~

~~1.1.1.1.7 Build Parents' Social Connection~~

~~4.2.2.2 CONTRACTOR shall make every effort to incorporate the five~~

~~(5) Protective Factors into service delivery in order to address the needs of the Youth/NMDs in the STRTP.~~

~~4.3 CONTRACTOR shall commence transitional planning for each Youth/NMD within the first thirty (30) days of placement to meet goals, established by the CFT, to transition to a Lower Level of Care.~~

~~4.4 CONTRACTOR shall complete monthly evaluations thereafter of transitional planning for each Youth/NMD and submit the evaluations to the ADMINISTRATOR;~~

~~4.5 Pursuant to STRTP guidelines, CONTRACTOR shall make every effort to help Youth/NMD obtain and demonstrate a sustainable and increased level of social, emotional, and behavioral functioning within six (6) months to successfully transition and be maintained in a Lower Level of Care.~~

~~4.6 If Youth/NMD is not ready to transition to a Lower Level of Care upon the sixth (6<sup>th</sup>) month of placement, CONTRACTOR will ensure evaluations will be completed every thirty (30) days, in collaboration with SSA and CFT, to determine transition planning or the need for continued STRTP care.~~

## 5.8. SERVICES TO BE PROVIDED

### STRTP Core Services

#### 8.1 Specialty Mental Health Services

CONTRACTOR shall:

8.1.1 Provide specialty mental health services and a mental health treatment plan to Foster Youth/NMD's in accordance with CONTRACTOR's Plan of Operation and Program Statement approved by CDSS/CCLD and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

8.1.2 Provide a specialty mental health program approved by the CDHCS or from a delegated county Mental Health Plan, and maintain the mental health program approval in good standing during its STRTP licensure in accordance with Title 22, ILS §87089.1.

8.1.3 Provide specialty mental health and additional treatment services for Foster Youth/NMDs who meet medical necessity criteria for specialty mental

health services under the Medi-Cal EPSDT Program, as described in Title 9, CCR Chapter 11, Section 1830.210.

8.1.4 Ensure that psychiatric and medication needs of a Foster Youth/NMD are met in accordance with the Medi-Cal CHDP and CDSS/CCLD regulations to the extent that funding and services are available.

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

8.1.6 Assist in locating and referring Foster Youth/NMDs to Day Rehabilitation, Day Treatment Intensive, crisis stabilization, and therapeutic behavioral services, in collaboration with the CFT, and whenever identified in the NSP, in addition to the specified mental health treatment plan, to be included as part of the treatment plan.

8.1.7 Provide onsite individual counseling and case management services to Foster Youth/NMDs by Clinical staff, at a minimum of one (1) time per week or as directed by the CFT, to support and facilitate a better understanding and acceptance of Foster Youth/NMD's placement, support the Foster Youth/NMD with associated emotional and/or behavioral problems, and resolve difficulties regarding family issues. If the Foster Youth/NMD declines to attend individual counseling, CONTRACTOR shall attempt to engage and document those attempts to engage Foster Youth/NMD's participation in counseling.

8.1.8 Provide twenty-four (24) hours a day, seven (7) days a week, on-call, in-person, and by telephone, mental health crisis management support by Clinical staff.

## 8.2 Transition Services

8.2.1 CONTRACTOR shall provide transitional support services to Foster Youth/NMDs and families upon initial entry, placement changes, and to



families who assume permanency through reunification, adoption, or guardianship, in accordance with Title 22, CCR, ILS.

### 8.3 Important Persons Relationships

CONTRACTOR shall:

8.3.1 Work collaboratively with ADMINISTRATOR to encourage Foster Youth/NMD's relationship with family members and/or other individuals who are important to a Foster Youth/NMD, with the knowledge and concurrence of County Social Worker as indicated in the Foster Youth/NMD's permanency plan.

8.3.2 Keep a record of family and NREFM contacts, or any other significant relationship connections or Important Persons relevant to reunification and permanency.

### 8.4 Education, Physical, Behavioral, Mental Health, and Extracurricular Supports

8.4.1 CONTRACTOR shall provide educational, physical, behavioral, and mental health supports, including extracurricular activities and social supports, in accordance with Title 22, CCR, ILS.

#### 8.4.2 Education Supports

CONTRACTOR shall:

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

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

8.4.2.3 Monitor Foster Youth/NMD's attendance and performance in school and credits earned and assess progress to determine areas

in which improvement is needed. CONTRACTOR shall document monthly the Foster Youth/NMD's academic and social performance, and document date of contact, contact person, and feedback provided as well as steps taken to address any deficiency or areas of concern.

8.4.2.4 Report in writing to ADMINISTRATOR any unauthorized school absences.

#### 8.4.3 Physical, Behavioral, Mental Health, and Extracurricular Supports

CONTRACTOR shall:

8.4.3.1 Adhere to County policies provided by CFS, including, but not limited to, obtaining Orange County Juvenile Court consent for psychotropic medications in a form approved by ADMINISTRATOR, and that all Orange County Juvenile Court requirements for psychotropic medication administration, documentation, monitoring, and reporting responsibilities are followed.

8.4.3.2 Document the Foster Youth/NMD's participation in extracurricular activities that include, but not limited to, organized sports, cultural events, and artistic programs. CONTRACTOR shall maintain receipts for extracurricular activities and provide to ADMINISTRATOR upon request.

#### 8.5 Transitional Planning Services Program

CONTRACTOR shall:

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

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

8.5.3 Prepare and submit to ADMINISTRATOR a specific summary of participation in all activities, contacts with TPSP, other independent living

programs, and any programs offered by CONTRACTOR, for each Foster Youth/NMD, which CONTRACTOR shall maintain in Foster Youth/NMD's case file.

#### 8.6 Permanency Support Services

CONTRACTOR shall:

8.6.1 Provide services to facilitate achieving permanency for Foster Youth/NMD, including supporting efforts for reunification, achieve adoption or guardianship, and efforts to establish and/or maintain relationships with Foster Youth/NMD'S social support network which may include, but not limited to: biological parent(s), siblings, extended relatives, NREFMs, peers, tribes, other significant relationship connections, or other Important Persons to the Foster Youth/NMD as appropriate; and identified in the NSP in collaboration with the CFT, and in accordance with Title 22 CCR, ILS.

8.6.2 Continue family finding efforts and engagement practices to assist Foster Youth/NMD in identifying, developing, and maintaining important relationships, provided that such relationships are in the Foster Youth/NMD's best interests and are consistent with Foster Youth/NMD's Case Plan.

8.6.3 Assist each Foster Youth/NMD in developing a plan that includes face-to-face and regular contact with Foster Youth/NMD's social support network as described in Subparagraph 8.6.1 of this Exhibit A, as appropriate.

8.6.4 Assist County Social Worker in identifying these individuals from Foster Youth/NMD's social support network as potential permanency resources.

8.6.5 Work toward termination of placement on a planned basis as indicated in the Foster Youth/NMD's permanency plan with maximum involvement of Foster Youth/NMD, parent(s), and any other person(s) deemed appropriate by County Social Worker.

8.6.6 Provide permanency support services to Foster Youth/NMD upon discharge from the STRTP TFC.

#### 8.7 Additional Services and Supports

CONTRACTOR shall:

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- 8.7.1 Provide STRTP Nursing staff oversight as described in Subparagraph 17.1 of this Exhibit A, to Foster Youth/NMDs including those with "medical conditions" referred by ADMINISTRATOR.
- 8.7.2 Work collaboratively with ADMINISTRATOR to deliver trauma informed, strength-based, linguistically and culturally responsive, developmentally appropriate, permanency focused, family-friendly, and family-centered STRTP services that address the individually assessed needs of Foster Youth/NMDs.
- 8.7.3 Coordinate and facilitate monthly CFT meetings which may include CFT members, including, but not limited to: Foster Youth/NMD, immediate and extended family members, and persons of significance to the Foster Youth/NMD, representatives from SSA, Probation Department, Health Care Agency, Tustin Unified school district representatives, and other service providers.
- 8.7.4 Submit a written summary to ADMINISTRATOR of each CFT meeting, in a format acceptable to ADMINISTRATOR, no later than seven (7) calendar days after each meeting is held.
- 8.7.5 Ensure that appropriate behavioral and mental health, services, as specified in Section 1830.210 of Title 9, of the CCR, and resources are provided by initiating an individualized NSP and ITP with a focus on placement stability and step-down services, including, but not limited to:
- 8.7.5.1 Personal accountability and self-control;
- 8.7.5.2 Problem-solving techniques;
- 8.7.5.3 Developing adaptive, self-regulating coping skills;
- 8.7.5.4 Replacing high risk behaviors with alternative, healthy behaviors;
- 8.7.5.5 Fostering self and community awareness;
- 8.7.5.6 Developing positive interpersonal and social skills;
- 8.7.5.7 Decreasing/mitigating runaway behaviors and other high-risk behaviors;
- 8.7.5.8 Self-sufficiency skills;

8.7.5.9 Educational preparedness; and

8.7.5.10 Independent living.

8.7.6 Provide monitored and supervised visitation when ordered by Orange County Juvenile Court.

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

8.7.8 Behavioral and Mental Health Crisis

CONTRACTOR shall:

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

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

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

8.7.9 Transportation

8.7.9.1 CONTRACTOR shall provide all transportation to Foster Youth/NMDs as required or as approved by COUNTY, to and from, including, but not limited to: court appearances as needed, or upon receiving Notice Of Hearing, supervised and monitored visitation, school and/or school activities (including school of origin as ordered by the Court and/or recommended by the CFT), medical, therapeutic, dental, and psychiatric appointments, extracurricular activities, monitored/supervised visitation, and other support services as identified by Foster

Youth/NMD's CFT. No COUNTY funds will be available for the purchase or lease of vehicles for transportation.

8.7.9.2 CONTRACTOR shall notify County Social Worker or Authorized Representative if Foster Youth/NMD utilizes any form of transportation not provided by CONTRACTOR. CONTRACTOR shall not utilize taxi cabs or any other ridesharing services such as Uber or Lyft for Foster Youth/NMD transportation needs.

#### 8.7.10 Clothing

CONTRACTOR shall:

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

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

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

8.7.10.4 Allow clothing allowance to be used for purchase of a Foster Youth/NMD's replacement clothes and/or mandatory uniforms.

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

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- 8.7.10.6 Document all clothing purchases and retain receipts in Foster Youth/NMD's case file.
- 8.7.10.7 Ensure Foster Youth/NMD has adequate clothing upon Foster Youth/NMD's request to reserve unused monthly clothing allowance. If CONTRACTOR approves Foster Youth/NMD's request to reserve funds, CONTRACTOR shall document the amount of rollover funds which shall include documentation of Foster Youth/NMD's acknowledgment and signature.
- 8.7.10.8 Conduct and document inventory of Foster Youth/NMD's clothing and personal property upon initial placement and when Foster Youth/NMD transitions/discharges out of placement. Inventory documentation shall be maintained in the Foster Youth/NMD's case file.
- 8.7.10.9 Conduct and document clothing inventory each quarter to assess Foster Youth/NMD's needs. Updates to the inventory shall be made when new clothing items are purchased and when items are discarded. Foster Youth/NMD and CONTRACTOR staff shall sign the updated inventory.
- 8.7.10.10 Follow minimum clothing requirements as determined by ADMINISTRATOR.
- 8.7.10.11 Permit all Foster Youth/NMDs to take their clothing, cash resources, reserved clothing allowance, personal property, and valuables with them when placement is terminated. If the Foster Youth/NMD is unable to take the above items upon placement termination, clothing and personal property shall immediately be stored separately and securely for each individual Foster Youth/NMD by CONTRACTOR for a maximum period of thirty (30) calendar days, after which it shall be delivered to the Foster Youth/NMD's County Social Worker. At termination of placement, CONTRACTOR shall provide an appropriate method of transport for clothing and personal property, such as



luggage or canvas-type duffel bags (not trash or paper/plastic bags), and provide a copy of the final inventory at termination to ADMINISTRATOR and/or receiving party.

#### 8.7.11 Chores

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

8.7.11.2 Foster Youth/NMD's County Social Worker may review CONTRACTOR's policies regarding chores, and disapprove, if appropriate, the chores assigned to a specific Foster Youth/NMD.

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

#### 8.7.12 Minimum Allowances

CONTRACTOR shall provide each Foster Youth/NMD with a minimum allowance as set forth below no less frequently than once a week and such allowance shall be documented in each Foster Youth/NMD's case file. Receipt of such allowance shall be initialed by Foster Youth/NMD. Weekly minimum allowance may be increased at the discretion of the ADMINISTRATOR with thirty (30) days written notice to CONTRACTOR.

<u>Age</u>	<u>Weekly Allowance Rate</u>
<u>12 years</u>	<u>\$12.00</u>
<u>13 years</u>	<u>\$13.00</u>
<u>14 years</u>	<u>\$14.00</u>
<u>15 years</u>	<u>\$15.00</u>
<u>16 years</u>	<u>\$16.00</u>
<u>17 years</u>	<u>\$17.00</u>
<u>18 years</u>	<u>\$18.00</u>
<u>19+ years</u>	<u>\$19.00</u>

### 8.7.13 After Care

CONTRACTOR shall provide individualized discharge planning, as directed by the CFT, and CONTRACTOR shall include the following after care services:

8.7.13.1 Collaborative assessment/step-down/transition process from CONTRACTOR staff to other providers or specialists, to enhance communication of Foster Youth/NMD information, and facilitate continuity of treatment between providers and/or programs.

8.7.13.2 In-home staffing support, as needed, for a minimum of thirty (30) calendar days after the Foster Youth/NMD transitions out of the STRTP TFC.

8.7.13.3 Twenty-four (24) hours a day, seven (7) days a week, on-call, telephone crisis management support for a minimum of thirty (30) calendar days after the Foster Youth/NMD exits the STRTP TFC.

### 8.7.14 Notice of Request for Change of Placement

8.7.14.1 CONTRACTOR shall submit written notice to ADMINISTRATOR at least fourteen (14) calendar days prior to placement change. Written notice shall be on CONTRACTOR's letterhead and completed by the STRTP TFC Head of Service, or their clinical designee. Notices should include steps and efforts taken to maintain placement, specialty mental health services offered and/or provided, and a detailed explanation for the need to change placements, and reasons the STRTP TFC can no longer meet the therapeutic needs of the Foster Youth/NMD.

### 8.7.15 Absence Report

8.7.15.1 In the event of an authorized absence where the Foster Youth/NMD does not return, or an unauthorized absence, CONTRACTOR shall immediately telephone Foster

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Youth/NMD's County Social Worker, the local law enforcement agency, Foster Youth/NMD's parent(s)/guardian(s), Resource Family Approval (RFA) Program Manager or designee, and CDSS/CCLD. CONTRACTOR shall make direct person-to-person contact with County Social Worker or their designee and provide written notification within twenty-four (24) hours of the absence to County Social Worker.

8.7.15.2 CONTRACTOR shall submit a written Special Incident Report to Foster Youth/NMD's County Social Worker within twenty-four (24) hours of the absence via the CFS Secured Foster Youth Information (FYI) Database. A copy of this written report shall also be submitted to the SSA/CFS STRTP Liaison, and RFA Manager, or designee.

8.7.15.3 If Foster Youth/NMD returns voluntarily, CONTRACTOR shall immediately notify the Foster Youth/NMD's County Social Worker, RFA Program Manager, SSA/CFS STRTP Liaison, the local law enforcement agency, CDSS/CCLD, Foster Youth/NMD's parent(s)/guardian(s) and, as appropriate, the Foster Youth/NMD's mental health and/or physical health provider.

8.7.15.4 Following the Foster Youth/NMD's return, CONTRACTOR, in collaboration with the CFT, shall provide an evaluation for Foster Youth/NMD, emphasizing the significance of their unauthorized absence to minimize and decrease future unauthorized absences and an appropriate follow-up intervention plan. The intervention plan shall be documented in Foster Youth/NMD's NSP and mental health treatment plan and a copy provided to the Foster Youth/NMD's County Social Worker.

8.7.16 In the event of an unauthorized absence, CONTRACTOR shall notify ADMINISTRATOR or designee, as described in Subparagraph 8.7.15.1,

above. CONTRACTOR shall return the Foster Youth/NMD to the CONTRACTOR's care, except under the following circumstances:

8.7.16.1 CONTRACTOR and ADMINISTRATOR agree there is an imminent safety risk for the Foster Youth/NMD and/or the program should Foster Youth/NMD be returned.

8.7.16.2 CONTRACTOR has been notified that the bed has been closed at the discretion of ADMINISTRATOR.

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

8.7.17 In the event that a fourteen (14) day placement change notice has been requested by CONTRACTOR and the Foster Youth/NMD returns within the fourteen (14) day period, CONTRACTOR shall agree to return the Foster Youth/NMD to CONTRACTOR's care until a CFT meeting can be facilitated.

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

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

## 8.8 Other CONTRACTOR Responsibilities

### 8.8.1 Visitors

CONTRACTOR shall establish a set of rules regarding visitors in compliance with CDSS/CCLD, maintain a separate Visitors Log Book for each STRTP TFC home, and shall ensure the following:

8.8.1.1 Maintain each STRTP TFC home Visitors Log Book pursuant to Subparagraph 9.3 of this Exhibit A.

8.8.1.2 Document visitation hours, sign-in/sign-out, and designated

visitation areas in the Visitors Log Book. Such rules shall apply to all visitors and visiting areas.

8.8.1.3 Upon entering each STRTP TFC home, all visitors shall be required to sign in on the Visitor's Log Book. CONTRACTOR staff shall request a valid California Driver's License or other form of government issued picture identification and shall record the name, address, and driver's license number, or identification number, if available, of each visitor as well as the visitor's relationship to the Foster Youth/NMD, the stated purpose of the visit, and the time of the visitor's entry and departure. Unaccompanied visiting minors shall be supervised by CONTRACTOR staff.

8.8.1.4 Parent(s)/guardian(s), relatives, or Important Persons of the STRTP TFC Foster Youth/NMD's, who have been approved by the County Social Worker for unmonitored visitation, shall be accompanied by CONTRACTOR's staff to and from a private designated location in the STRTP TFC home where the visit will take place. In these instances, CONTRACTOR's staff need not be present during the visit.

#### 8.8.2 Drug Testing

8.8.2.1 CONTRACTOR shall not perform drug testing of Foster Youth/NMD placed in STRTP TFC by ADMINISTRATOR in the absence of Orange County Juvenile Court authorization, or parental consent for medical diagnosis and treatment purposes. CONTRACTOR shall contact the Foster Youth/NMD's County Social Worker if drug testing of a Foster Youth/NMD is deemed by Orange County Juvenile Court, to be necessary.

#### 8.8.3 Law Enforcement Contact

8.8.3.1 If CONTRACTOR contacts law enforcement officials regarding any issue related to the provision of services under this Agreement, CONTRACTOR shall immediately telephone

Foster Youth/NMD's County Social Worker, RFA Program Manager, or designee, and parent(s)/guardian(s). This verbal report shall be followed by the submission of a Special Incident Report form approved by ADMINISTRATOR, to Foster Youth/NMD's County Social Worker and RFA Manager, or designee, and CFS STRTP Liaison within three (3) calendar days of the incident, via the CFS Secured FYI Database. ADMINISTRATOR may request CONTRACTOR to send Special Incident Reports to additional designees, as deemed appropriate by ADMINISTRATOR.

#### 8.8.4 Food and Emergency Supplies

8.8.4.1 CONTRACTOR shall maintain emergency First Aid/Earthquake supplies, as outlined in Title 22, CCR, §80075, and as deemed appropriate by ADMINISTRATOR. CONTRACTOR shall maintain additional minimum emergency supplies per Foster Youth/NMD on the premises, including a minimum five (5) day supply of (1) gallon of water per day, per Foster Youth/NMD.

8.8.5 CONTRACTOR shall develop and maintain community involvement through collaborative partnerships with local Community Based Organizations, including, but not limited to, Faith Based Organizations, Family Resource Centers, middle schools, high schools, community colleges, four-year colleges and universities, potential employers, One-Stop Centers, Orangewood Foundation, independent living skills service providers, vocational training programs, and housing authorities.

8.8.6 CONTRACTOR shall post Medi-Cal Certification notices as required by the State of California, and post safety notices and other literature as indicated by ADMINISTRATOR. Such notices and literature may be in the form of, but not limited to, placards, posters, checklists, instructions, or diagrams.

## 9. RECORDS

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9.1 Foster Youth/NMD Records

9.1.1 CONTRACTOR shall prepare and maintain accurate and complete written records of each Foster Youth/NMD served in a form acceptable to ADMINISTRATOR. Documentation containing confidential mental health information is to be retained and securely stored in the Foster Youth/NMD's clinical case file in compliance with CDHCS and Medi-Cal standards.

9.1.2 In addition to the records required to be maintained by Title 22, CCR, CONTRACTOR shall also maintain the following information in Foster Youth/NMD's case files:

9.1.2.1 Information regarding the Foster Youth/NMDs participation in TPSP/ILP services as applicable;

~~5.1.1.1~~9.1.2.2 Statement of behaviors with potential risk and/or safety concerns;

9.1.2.3 Interagency Placement Committee referral for STRTP Placement and/or Admission Statement;

9.1.2.4 Initial and monthly CFT reports;

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

9.1.2.6 Intake interviews conducted with Foster Youth/NMDs;

9.1.2.7 Special Incident Report;

9.1.2.8 Written quarterly evaluations;

9.1.2.9 Child and Adolescent Needs and Strengths assessment and/or other mental health assessments;

9.1.2.10 Mental health treatment plan and mental health program progress notes;

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

9.1.2.12 Foster Youth/NMD's monthly weight chart;



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

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

9.1.2.15 Foster Youth's most current IEP.

## 9.2 House Log Book

9.2.1 CONTRACTOR shall maintain a House Log Book in each STRTP TFC home that is handwritten, reviewed, and initialed at the beginning of each work shift, with entries made subsequent to the last working shift. The House Log Book shall be maintained with a chronological daily record of the following:

9.2.1.1 Population count;

9.2.1.2 Visitors;

9.2.1.3 Special incidents/problems;

9.2.1.4 Restraints and law enforcement contracts;

9.2.1.5 Group and individual activities, including participants in therapeutic treatment, length of time of therapeutic treatment activities;

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

9.2.1.7 Furloughs or other off-site trips of Foster Youth/NMD; and

9.2.1.8 CONTRACTOR staff on duty, including date and time staff enters and leaves the home.

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

## 9.3 Visitors Log Book

9.3.1 Each STRTP TFC home shall maintain a separate Visitor Sign-In/Sign-Out

Log which shall be retained by CONTRACTOR for a minimum of five (5) years from date of final payment under this Agreement, or until all pending County, State and federal audits are completed, whichever is later.

## 10. REPORTING REQUIREMENTS

CONTRACTOR shall maintain records, collect data, and provide reports related to the services provided as mandated by County, State and Federal Governments. Reporting requirements shall include all reports and data collection that is required to track and report progress on goals, strategies, and outcome objectives as stated in Paragraph 6 of this Exhibit A. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR. Reports shall include, but not limited to, the following:

### 10.1 Needs and Services Plan

10.1.1 The NSP shall be developed by CONTRACTOR in partnership with all of the Foster Youth/NMD's treatment providers, including CONTRACTOR's treatment staff, County Social Worker, and Foster Youth/NMD's family as appropriate, within the first ten (10) days of placement.

10.1.1.1 All approvals for the Foster Youth/NMD to be off-site unsupervised, shall be written into the Foster Youth/NMD's NSP and signed and approved by the Foster Youth/NMD's County Social Worker.

10.1.1.2 All approvals for Foster Youth/NMD to serve restitution, or funding to be withheld for safety, shall be written into the NSP and signed and approved by the Foster Youth/NMD's assigned Authorized Representative.

### 10.2 Individualized Treatment Plan

10.2.1 The ITP shall be developed by the CFT, within ten (10) days of the Foster Youth/NMD's placement in the STRTP. The ITP will address the Foster Youth/NMD's:

10.2.1.1 Individual social, mental health, and educational needs;

10.2.1.2 Short and long term treatment goals;

10.2.1.3 Methods and modality of treatment intervention(s) delineated;

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

10.2.1.5 Foster Youth/NMD progress shall be measured and reported at each monthly CFT meeting; and

10.2.1.6 CONTRACTOR shall complete the CFT form provided by ADMINISTRATOR for all Foster Youth/NMD monthly CFT meetings and provide a copy of the form to Foster Youth/NMD's County Social Worker within seven (7) calendar days.

### 10.3 Quarterly Evaluation of Foster Youth/NMD

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

10.3.1.1 Updates for the Foster Youth/NMD's NSP as specified in Title 22, CCR, ILS §87068.2;

10.3.1.2 Updated assessment of Foster Youth/NMD's adjustment/acclimation to the STRTP TFC, peers, school, and staff;

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

10.3.1.4 The dates of contacts with substance abuse treatment professionals during the quarter; and

10.3.1.5 Summary of current educational progress.

10.3.2 CONTRACTOR shall also make available to Foster Youth/NMD's County Social Worker, copies of any pertinent information utilized for the quarterly evaluation, including, school reports, medical reports, and

psychological/psychiatric reports as completed.

#### 10.4 Semi-Annual Performance Outcomes Report

10.4.1 CONTRACTOR shall submit to RFA Program Manager, and SSA/CFS STRTP TFC Foster Care Liaison, a Semi-Annual Performance Outcomes Report in a format acceptable to ADMINISTRATOR. Program Objectives and Performance Outcomes Measures shall be determined by ADMINISTRATOR. Subject to thirty (30) days advance written notice, ADMINISTRATOR reserves the right to include or modify Program Objectives and Performance Outcomes Measures.

10.4.2 The Semi-Annual Performance Outcomes Report shall be submitted by the tenth (10th) calendar day of the month following each six (6) month reporting cycle. The reporting cycles are January through June, and July through December.

10.4.3 CONTRACTOR shall report Program Objectives and Performance Outcomes Measures during each reporting cycle, including, but not limited to, the following:

10.4.3.1 Number of open beds at the beginning and end of each reporting cycle;

10.4.3.2 Number and gender of Foster Youth/NMDs placed in care during each reporting cycle;

10.4.3.3 Age range of Foster Youth/NMDs served;

10.4.3.4 Number of NMDs at the beginning, transitioned during, and at the end of the reporting cycle;

10.4.3.5 Number of placement admissions;

10.4.3.6 Number of discharges, including reason for discharge and subsequent transition location;

10.4.3.7 Number of re-admissions;

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

10.4.3.9 Number of Foster Youth/NMDs that passed the California High

School Exit Examination;

10.4.3.10 Number of Foster Youth/NMDs that passed the General Education Development tests;

10.4.3.11 Number of high school graduates during the reporting cycle and number of graduates at the end of the reporting cycle;

10.4.3.12 Number of chronically truant Foster Youth/NMDs served;

10.4.3.13 Number of credit deficient Foster Youth/NMDs served;

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

10.4.3.15 Number of Foster Youth/NMDs that became employed during the reporting cycle and total number of Foster Youth/NMDs employed at the end of the reporting cycle;

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

10.4.3.17 Number of AWOLs during the reporting cycle;

10.4.3.18 Number of restraints used;

10.4.3.19 Number of assaults;

10.4.3.20 Number of incidents involving law enforcement;

10.4.3.21 Number of incidents involving sexual inappropriate contact, delineating Foster Youth/NMD on Foster Youth/NMD, and staff on Foster Youth/NMD;

10.4.3.22 Number of Foster Youth/NMDs on psychotropic medications;

10.4.3.23 Number of Foster Youth/NMDs psychiatrically hospitalized during the reporting cycle;

10.4.3.24 Types of therapeutic services utilized and number of Foster Youth/NMDs involved in those services;

10.4.3.25 Other supportive services utilized and number of Foster Youth/NMDs involved in those services (i.e., Therapeutic Behavioral Services, Wrap Around, etc.);

10.4.3.26 Number of Child Abuse Reports made against the STRTP and their findings;

10.4.3.27 Number of Quality Care Reports/CCLD investigations made against the STRTP and their findings;

10.4.3.28 Number of Client Satisfaction Surveys completed and the results of those surveys; and

10.4.3.29 Number of staff employed at the beginning and end of the reporting cycle, including number of staff hired and terminated during the reporting cycle.

## 10.5 Monthly Report of Incidents

10.5.1 CONTRACTOR shall provide STRTP TFC Foster Care Liaisons and SSA Quality Assurance Department a monthly report of incidents of runaway episodes over twenty-four (24) hours in length, Emergency Room visits, psychiatric hospitalization, and 911 calls. Monthly Report of Incidents shall be due by the first (1st) business day of the following month.

## 10.6 Transition Determination Plan

10.6.1 Within five (5) calendar days, and in compliance with STRTP regulations, prior to Foster Youth/NMD transitioning from the STRTP, CONTRACTOR shall prepare and submit to Foster Youth/NMD's County Social Worker, a written closing summary as outlined in CDSS/CCLD ILS STRTP Regulations, including all records of monies (i.e., savings) owed to the Foster Youth/NMD upon discharge. An inventory of Foster Youth/NMD's personal property and clothing released to Foster Youth/NMD shall be sent with the Transition Determination Plan or upon discharge of the Foster Youth/NMD.

## 11. SPECIAL OR UNPLANNED INCIDENTS

### 11.1 Serious Illness, Accident/Injury, or Death

11.1.1 CONTRACTOR shall immediately telephone County Social Worker, or official designee in case of their absence, and RFA Program Manager, or designee, and make direct person-to-person contact upon becoming aware of any serious illness, accident/injury, hospitalization, or death of a Foster Youth/NMD in CONTRACTOR's care. If the County Social Worker or designees are unavailable, CONTRACTOR shall notify Orangewood

Children and Family Center (OCFC) Intake Services at (714) 935-7080. In the case of death, CONTRACTOR shall also notify local law enforcement. CONTRACTOR shall follow the verbal report with the submission of an electronic Special Incident Report via the online CFS FYI Database within one (1) business day of such serious illness, accident/injury, hospitalization, or death. In the event the CFS FYI Database is not available, CONTRACTOR shall submit the Special Incident Report via facsimile within one (1) business day of the incident to avoid delay. Standard protocol shall resume once the CFS FYI Database becomes available. The verbal and electronic/facsimile reports shall include, but not limited to:

11.1.1.1 Name of the Foster Youth/NMD;

11.1.1.2 Date of serious illness, accident/injury or death;

11.1.1.3 Nature of the illness/injury or the circumstances of the death;

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

11.1.1.5 Name of the attending physician;

11.1.1.6 Name of the hospital; and

11.1.1.7 When applicable, the police report number, name of the police agency handling the incident, date of the police report, Foster Youth/NMD's race and ethnicity, and a detailed summary of the circumstances.

## 11.2 Other Special Incidents

11.2.1 CONTRACTOR shall immediately telephone the Foster Youth/NMD's County Social Worker and RFA Program Manager, or designee, and make direct verbal report contact if any of the following occurs:

11.2.1.1 Assault;

11.2.1.2 Medication errors;

11.2.1.3 Foster Youth/NMD refused medication;

11.2.1.4 Mis-administered medication;

11.2.1.5 Missed medication;

11.2.1.6 Accident/Minor injury;



11.2.1.7 Self injury;

11.2.1.8 Sexual activity;

11.2.1.9 Suspension from school;

11.2.1.10 Unauthorized school absences;

11.2.1.11 Contraband of illegal substance and/or weapons;

11.2.1.12 Law enforcement contact, intervention and/or arrest;

11.2.1.13 Property damage and or vandalism;

11.2.1.14 Personal rights complaint; and

11.2.1.15 Any behavior or activities by any volunteer or CONTRACTOR staff while on duty which substantially disrupts activities within the STRTP TFC and jeopardizes the status, safety, or health of a Foster Youth/NMD placed by ADMINISTRATOR.

11.2.2 This direct verbal report contact shall be followed by the submission of a Special Incident Report form approved by ADMINISTRATOR, to Foster Youth/NMD's County Social Worker and RFA Program Manager, or designee, and SSA/CFS STRTP TFC Liaison within three (3) calendar days of the incident via the CFS FYI Database.

11.2.3 ADMINISTRATOR may, at their sole discretion, add, delete, waive or otherwise modify individual reporting requirements as stated in this Paragraph 11, of this Exhibit A.

~~5.2 Comply with CDSS requirements and WIC Section 11463.~~

~~5.3 Possess an understanding of the County's responsibilities, objectives, and requirements for the care and treatment of Youth/NMDs.~~

~~5.4 Work collaboratively with ADMINISTRATOR to deliver trauma informed, strength based, linguistically and culturally responsive, developmentally appropriate, permanency focused, family friendly, and family centered STRTP services that address the individually assessed needs of Youth/NMDs.~~

~~5.5 Provide twenty four hours/seven days per week (24/7) awake, non-medical residential therapeutic services to Youth/NMD in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living or for protection of the individual.~~

- ~~5.6 Provide specific activities for Youth/NMD which will develop: individual self-esteem, independent self sufficiency, and self care skill building; positive interpersonal and social skills; trust based relationships; and a positive self concept.~~
- ~~5.7 Assist Youth/NMD to develop: personal goals; increased and sustained permanency, vocational skills, college and career planning; basic fundamental socialization processes; and acceptable means for coping with anger, anxiety, and other emotional/behavioral challenges.~~
- ~~5.8 Provide a highly structured safe environment within the program that ensures consistency and support for Youth/NMD which will aid them in developing and maintaining positive self-esteem and positive emotional and behavioral change.~~
- ~~5.9 Provide services ordered by the Orange County Juvenile Court and/or as determined by the Youth/NMD's Needs and Services Plan, as described in Subparagraph 9.2 of this Exhibit A.~~
- ~~5.10 Participate with CFT and/or Treatment Committee at all critical decision points, including, but not limited to, intake, placement, development of Needs and Services Plans (NSP), Individualized Treatment Plans (ITPs), social work activities, discharge, and aftercare planning.~~
- ~~5.11 Work toward Youth/NMD successful transition out of STRTP placement through ongoing CFT meetings with participation of the Youth/NMD, parent(s), relatives, significant relationship connections, important persons, educational and mental health staff, CFT members, and SSW, as applicable and deemed appropriate. Collaborate with the CFT or Treatment Committee, to assist in implementing the requirements consistent with the plan developed by the CFT.~~
- ~~5.12 Coordinate and facilitate monthly meetings of the Treatment Committee.~~
- ~~5.12.1 The Treatment Committee may include CFT members, including, but not limited to: Youth/NMD, immediate and extended family members, and persons of significance to the Youth/NMD, along with representatives from SSA, Probation, HCA, TUSD, OCDE, and other service providers.~~
- ~~5.12.2 The Treatment Committee meetings shall address issues, including, but not limited to:~~
- ~~5.12.2.1 Updates for the Youth/NMDs Needs and Services Plan as~~

specified in WIC §87068.2.

~~5.12.2.2 Progress toward accomplishing the goals, strategies, and outcome objectives described in Paragraph 4 of this Exhibit;~~

~~5.12.2.3 Identification of the Youth's/NMD's areas of strength and concern;~~

~~5.12.2.4 Identification and assessment of the unmet needs for each Youth/NMDs; recommendations, and efforts made to meet these needs;~~

~~5.12.2.5 Identification of service needs of the Youth's/NMD's family structure and permanency plan;~~

~~5.12.2.6 Updated assessment of the Youth/NMD's progress towards Transitional Planning/Independent Living Goals, if applicable;~~

~~5.12.2.7 Updated assessment of the Youth/NMDs adjustment to the STRTP program;~~

~~5.12.2.8 Updated assessment of the Youth's/NMD's physical and psychological health, and a report of medical and mental health care received and medication(s) administered;~~

~~5.12.2.9 Review of the HEP and HEP Encounter Forms;~~

~~5.12.2.10 Summary of current educational progress;~~

~~5.12.2.11 Modification of the Youth/NMDs ITP, as necessary;~~

~~5.12.2.12 A record of any serious behavioral problems and how these problems were treated, as well as the Youth/NMDs responses to treatment;~~

~~5.12.2.13 A record of parental/family contacts, school, and other conferences/meetings, and visits, contacts with relatives, NREFM, or any other significant relationship connections, or important persons relevant to reunification and permanency connections;~~

~~5.12.2.14 A record of contacts/visits with the Youth's/NMD's SSW during the month;~~

~~5.12.2.15 A record including dates of contacts, to include, but not be~~

~~limited to, mental health and substance abuse treatment professionals; and~~

~~5.12.2.16 Copies of any pertinent information including, but not limited to: school reports, medical reports, and psychological/psychiatric reports.~~

~~5.12.3 CONTRACTOR shall submit a written summary, to ADMINISTRATOR, of each Treatment Committee meeting, in a format suitable to ADMINISTRATOR, no later than seven (7) calendar days after each meeting is held.~~

~~5.13 Ensure a reasonable and prudent parent standard for Youth/NMDs to participate in extracurricular, enrichment, and social activities with reasonable determination of the appropriateness of the activity in consideration of the Youth/NMDs age, maturity, and developmental level, pursuant to WIC Section 362.05(e)4.~~

~~5.14 Provide a home-like atmosphere and environment.~~

~~5.15 Assist each Youth/NMD in developing a plan to promote healthy and positive face-to-face contacts with a social support network (including parent(s), relatives, significant relationship connections, important persons, NREFM, peers, etc.) that will provide patterns of nurturance and a sense of belonging in working towards a plan of increased and sustained permanency.~~

~~5.16 Provide a mental health program approved by the California Department of Health Care Services (CDHCS) or from a delegated county Mental Health Plan, and maintain the mental health program approval in good standing during its STRTP licensure CDSS Interim Licensing Standards Article 8, Section 87089.1 (ILS § 87089.1).~~

~~5.17 Ensure that appropriate behavioral and mental health, services, as specified in Section 1830.210 of Title 9, of the CCR, and resources are provided by initiating an individualized Needs and Services Plan, as referenced in Subparagraph 9.2 of this Exhibit, and ITP, as referenced in Subparagraph 9.3 of this Exhibit, with a focus on placement stability and step-down services, including, but not limited to:~~

~~5.17.1.1 Personal accountability and self-control;~~

~~5.17.1.2 Problem-solving techniques;~~

- ~~5.17.1.3 Developing adaptive, self-regulating coping skills;~~
- ~~5.17.1.4 Replacing high risk behaviors with alternative, healthy behaviors;~~
- ~~5.17.1.5 Fostering self and community awareness;~~
- ~~5.17.1.6 Developing positive interpersonal and social skills;~~
- ~~5.17.1.7 Decreasing/mitigating runaway behaviors and other high-risk behaviors;~~
- ~~5.17.1.8 Self-sufficiency skills;~~
- ~~5.17.1.9 Educational preparedness; and~~
- ~~5.17.1.10 Independent living.~~

~~5.18 Ensure provision of mental health services to Youth/NMDs, including, but not limited to: individual, collateral, or group therapy; family therapy, when applicable; assessment for substance abuse services; crisis intervention; case management; psychiatric evaluation; and psychotropic medication management.~~

~~5.19 Ensure provision of onsite counseling and case management services to Youth/NMDs to support and facilitate a better understanding and acceptance of his/her situation, the reasons for placement, and support the Youth/NMD with associated emotional and/or behavioral problems and resolving difficulties regarding family issues.~~

~~5.20 Specialized mental health services to address CSEC will be provided or made accessible to Youth/NMDs identified in need of such treatment.~~

~~5.21 Ensure COUNTY policy and Juvenile Court requirements are followed regarding psychotropic medication administration, documentation, monitoring, and reporting responsibilities are followed.~~

~~5.22 Coordinate, develop, and implement protocol for emergency behavioral and mental health crises, including, but not limited to, evaluation, intervention, and support during regular business, and after hours.~~

~~5.23 Develop a Crisis Anticipation Plan, in collaboration with the Youth/NMD's CFT, for each youth, that includes medical clearance from the practitioner.~~

~~5.24 Utilize effective behavioral management model(s)/systems to meet the various and~~

~~multiple needs of presenting behavioral, mental health, and/or substance abuse needs of referred Youth/NMDs.~~

~~5.25 Utilize a certified behavioral crisis prevention, crisis management, and crisis intervention program approved by CCLD and COUNTY.~~

~~5.26 Provide all programmatic services to disabled Youth/NMDs, including, but not limited to, specialized and individualized services in consultation with ADMINISTRATOR.~~

~~5.27 Provide supervised and monitored visitation if visitation is ordered by Orange County Juvenile Court.~~

~~5.28 Provide transportation for Youth/NMDs, as required by ADMINISTRATOR, including, but not limited to, transportation to and from: school of origin, other public or non-public school in the community, and all school related activities; all dependency court hearings, medical, dental, psychiatric appointments, and support services etc.; Independent living activities and functions; and supervised and monitored visitation, as referenced in Subparagraph 5.26 of this Exhibit. No COUNTY funds will be available for the purchase or lease of vehicles for transportation.~~

~~5.29 Provide weekly recreational and physical activity plans for self-expression and physical health, and keep records and financial receipts, when applicable, for all activities.~~

~~5.30 Provide referrals, follow-up to referrals, and tracking of progress related to the Youth/NMD accessing community linkages to address any other service needs of Youth/NMDs.~~

~~5.31 Provide Indian Child Services, as specified in WIC Sections 224.1 and 361.7~~

~~5.32 Transitional Planning Services Program (TPSP)~~

~~CONTRACTOR shall:~~

~~5.32.1 Work collaboratively with SSA TPSP/Independent Living Program (ILP) and SSA's contracted Emancipation/Independent Living Program (EILP) service provider(s) to meet the service goals set forth in each Youth's/NMD's Transitional Independent Living Plan (TILP).~~

~~5.32.2 Collaborate with the Youth/NMD and the CFT in the development of the~~

~~TILP and support Youth/NMDs in the implementation of the TILP.~~

~~5.32.3 Utilize TPSP/ILP services in addition to any independent living skills program developed separately and used by CONTRACTOR.~~

~~5.32.4 Assist the Youth/NMD to make a successful transition to a Lower Level of Care by facilitating their participation in TPSP/ILP services including, but not limited to:~~

~~5.32.4.1 Attending workshops in areas such as interpersonal relationships, daily living, education, employment, money management, career development, wardrobe readiness for employment, time management, and organization;~~

~~5.32.4.2 Participating in TPSP/ILP special events;~~

~~5.32.4.3 Participating in mentorship programs;~~

~~5.32.4.4 Providing transportation of the Youth/NMD to and from all TSPS/ILP related activities, as required by the County, including supervision for three (3) or more Youth/NMD's attending the same activity; and~~

~~5.32.4.5 Preparing and submitting to ADMINISTRATOR and CFT a specific summary of EILP provider(s) and/or any EILP services offered by the CONTRACTOR. CONTRACTOR will maintain such summaries in each Youth's/NMD's record.~~

~~5.33 Provide Educational and School-Related Support Services including, but not be limited to:~~

~~5.33.1 Enroll Youth/NMD in school within three (3) school days of placement with CONTRACTOR;~~

~~5.33.2 Notify SSW immediately of any obstacles to Youth's/NMD's school enrollment and/or attendance;~~

~~5.33.3 Ensure and maintain Youth/NMD's enrollment and acceptable attendance at either the school of origin or other public or non-public school in the community, as determined by Orange County Juvenile Court in conjunction with the SSW;~~

~~5.33.4 Notify the SSW immediately if the Youth/NMD does not attend school;~~



~~5.33.5 Monitor the Youth/NMD's performance in school and determine areas in which improvement is needed.~~

~~5.33.6 Provide tutoring, school homework supervision, and assistance, as needed;~~

~~5.33.7 Notify the SSW immediately when a Youth's/NMD's school performance needs improvement;~~

~~5.33.8 Ensure that each Youth/NMD is provided appropriate weather attire, book bag/backpack, and other school supplies identified as essential by the school;~~

~~5.33.9 Cooperate with the Special Education Local Planning Area (SELPA) for any needed special education services as identified in the youth's/NMD's Individual Education Plan (IEP);~~

~~5.33.10 Request monthly, or more frequent feedback from youth/NMD's teachers regarding progress on educational/academic performance and social goals, and documenting names of persons, dates of contact and feedback provided and provide all such educationally related feedback to the CFT;~~

~~5.33.11 Comply with CCR Title 22 requirements for School Report Cards and School Information;~~

~~5.33.12 Collaborate with the COUNTY, OCDE, TUSD or other school districts, as applicable, to collaborate on the development and implementation of a comprehensive coordinated education plan that meets the Youth's/NMD's educational needs;~~

~~5.33.13 Provide educationally related support services to Youth/NMD, including, but not limited to, coordination of meetings, as needed, with applicable school officials to follow up on the progress of the youth and address any concerns; and~~

~~5.33.14 Attend and participate in all various school related activities and meetings with Youth/NMD and advising SSW and educational rights holder of any event allowing for their participation.~~

#### ~~5.34 — After Care~~

~~CONTRACTOR shall provide individualized discharge planning, as directed by the CFT, to include the following after care services:~~

- ~~5.34.1 In home staffing support, as needed, for at least thirty (30) days after the Youth/NMD transitions out of the CONTRACTOR's program;~~
- ~~5.34.2 Twenty four hours/seven days per week (24/7) crisis intervention on-call phone support for at least thirty (30) days after the Youth/NMD exits the program;~~
- ~~5.34.3 Time limited, purposeful therapeutic intervention and support to ensure the Youth's/NMD's successful transition out of the STRTP; and~~
- ~~5.34.4 The collaborative assessment/step down/transition process from staff to other providers or specialists, to enhance communication of client information and facilitate continuity of treatment between providers and/or programs.~~

~~5.35 Client Needs~~

~~CONTRACTOR shall:~~

- ~~5.35.1 Ensure drug testing of Youth/NMD is performed when, and as ordered by Orange County Juvenile Court, or authorized by parental consent, for medical diagnosis and treatment purposes. CONTRACTOR will notify the CFT when drug testing is recommended for consideration.~~
- ~~5.35.2 Respect the cultural diversity of Youth/NMD, their parent(s), and any other relatives and significant relationship connections, and provide culturally responsive staff, as described in Subparagraph 15.5 of this Exhibit.~~
- ~~5.35.3 Provide food to Youth/NMD's in an adequate and balanced diet, as required by Title 22 CCR Division 6, Chapter 5, Section 87076.~~
- ~~5.35.4 Maintain emergency First Aid/Earthquake supplies, as outlined in Section 80075, and as deemed appropriate by ADMINISTRATOR.~~
- ~~5.35.5 Maintain the STRTP Homes in a manner which shall ensure the well-being, protection, health, safety, and comfort of each Youth/NMD.~~
- ~~5.35.6 Afford a reasonable degree of privacy for each Youth/NMD,~~
- ~~5.35.7 Provide basic and personal needs as appropriate, including, but not limited to:~~
  - ~~5.35.7.1 Clean fresh towels, mattress pad, pillows, sheets, and blankets in sufficient number to ensure cleanliness and warmth;~~

~~5.35.7.2 — Personal care items, including, but not limited to, toothpaste, toothbrush, soap, hair care items, and hygiene supplies appropriate for each Youth/NMDs specific needs; and~~

~~5.35.7.3 — A separate and secure storage area for personal items for each Youth/NMD.~~

#### ~~5.35.8 Clothing and Personal Property~~

~~5.35.8.1 — Provide clothing items requested by ADMINISTRATOR, within three (3) calendar days of the Youth's/NMD's initial placement date;~~

~~5.35.8.2 — Provide an ongoing monthly clothing allowance of no less than seventy-five dollars (\$75.00) per Youth/NMD to purchase clothing necessary to meet individual needs. Purchased clothing shall be appropriate to the individual Youth's/NMD's age, social environment, and daily activities and shall support the Youth's/NMD's self-esteem;~~

~~5.35.8.3 — Maintain receipts for all clothing purchases in Youth's/NMD's record.~~

~~5.35.8.4 — Document an inventory of each Youth's/NMD's clothing and personal property which will be initiated at the time of placement and reviewed and updated at least annually and upon Youth's/NMD's transitioning out of the placement. Inventories will be maintained in the Youth/NMDs record.~~

~~5.35.8.5 — Ensure that clothing and other personal items purchased for the Youth/NMD becomes the property of that Youth/NMD and is retained by Youth/NMD when the Youth/NMD transitions out of the placement.~~

~~5.35.8.6 — Ensure that all Youth/NMD's take their clothing, clothing allowance, personal property, and valuables with them when they leave the program. If that is not possible, clothing, clothing allowance, personal property, and valuables shall immediately be stored separately and securely for the individual Youth/NMD~~

~~by CONTRACTOR for a maximum of thirty (30) days, after which CONTRACTOR shall deliver the items to Youth/NMD's SSW. CONTRACTOR shall supply an appropriate method of baggage for clothing and personal property (e.g. suitcase, duffel bag, etc.) at termination of placement.~~

#### ~~5.35.9 Chores~~

~~5.35.9.1—Specify and post reasonable chores which Youth/NMD shall be required to do as part of their regular routine;~~

~~5.35.9.2—Supervise Youth/NMD while they are engaged in assigned chores;~~

~~5.35.9.3—Allow the SSW to review CONTRACTOR's policies regarding chores upon request. The SSW may alter the chores assigned to a specific Youth/NMD.~~

#### ~~5.35.10—Allowances~~

~~5.35.10.1—Ensure each Youth/NMD is provided with an allowance no less frequently than once a week. Such allowance shall be documented in each Youth's/NMD's record. Receipt of such allowance shall be initialed by the Youth/NMD.~~

~~5.35.10.2—Weekly minimum allowance may be increased at the discretion of ADMINISTRATOR with thirty (30) days written notice to the CONTRACTOR. Allowances will be at the following minimum amounts:~~

<u>Age</u>	<u>Weekly Allowance</u>
12 years	\$12.00
13 years	\$13.00
14 years	\$14.00
15 years	\$15.00
16 years	\$16.00
17 years	\$17.00

18 years	\$18.00
19 years	\$19.00
20 years	\$20.00

### ~~5.36—Compliance~~

~~5.36.1—Post safety notices and other literature provided, as indicated by County and as required by the State for Medi-Cal Certification. Such literature may be in the form of, but not limited to, placards, posters, checklists, instructions, or diagrams.~~

~~5.36.2—Within the STRTP, ensure that the Youths’/NMDs’ Personal Rights are met, as set forth in Title 22 Regulations.~~

~~5.36.3—Develop, implement, and maintain, written Youth/NMD discipline policies and procedures, within the STRTP, in accordance with Title 22 Regulations.~~

~~5.36.4—Safeguards for Cash, Resources, Personal Property and Valuables~~

~~5.36.4.1—CONTRACTOR shall assist Youth/NMD, in accordance with Title 22 Regulations, in maintaining cash resources, personal property, and valuables separate and intact, and in maintaining accurate records of such resources.~~

~~5.36.4.2—In the event that a Youth/NMD is employed, CONTRACTOR shall assist Youth/NMD in setting up a bank account in accordance with Title 22 Regulations, Section 84072(c)(8), to the satisfaction of the SSW. Youth’s/NMD’s funds shall not be commingled with CONTRACTOR’s funds or petty cash.~~

~~5.36.5—Comply with Title 22 Regulations in the maintenance of a House Log Book in each home that is handwritten, reviewed, and initialed at the beginning of each work shift, with entries made subsequent to the last working shift. The House Log Book will contain a chronological daily record of the following:~~

~~5.36.5.1—Population count;~~

~~5.36.5.2—Visitors;~~

- ~~5.36.5.3—Special incidents/problems;~~
- ~~5.36.5.4—Group and individual activities;~~
- ~~5.36.5.5—Furloughs or other off-site trips of Youth/NMD; and~~
- ~~5.36.5.6—Staff on duty, including date and time staff enters and leaves the home.~~

#### ~~5.36.6 Records~~

~~Prepare and maintain accurate and complete written records on each Youth/NMD served, as required by Title 22 Regulations, and maintain the following information in the Youth's/NMD's case files:~~

- ~~5.36.6.1—Information regarding the Youth/NMDs participation in TPSP/ILP services as applicable;~~
- ~~5.36.6.2—TILP;~~
- ~~5.36.6.3—Statement of behaviors with potential risk and/or safety concerns;~~
- ~~5.36.6.4—Youth's/NMD's financial information, including revenues and disbursements for property provided by COUNTY and signed for by each Youth/NMD;~~
- ~~5.36.6.5—Allowances received by and signed for by Youth/NMD;~~
- ~~5.36.6.6—Reports on interviews with Youth/NMD;~~
- ~~5.36.6.7—Special Incident Report;~~
- ~~5.36.6.8—Mental and Physical Health Diagnostic Summary;~~
- ~~5.36.6.9—NSP;~~
- ~~5.36.6.10—ITP;~~
- ~~5.36.6.11—Monthly Treatment Committee Summaries;~~
- ~~5.36.6.12—Quarterly Evaluation Reports;~~
- ~~5.36.6.13—Termination Summary;~~
- ~~5.36.6.14—Absence Report(s);~~
- ~~5.36.6.15—Medical/dental/mental health records;~~
- ~~5.36.6.16—Treatment records, (including a copy of Child Health and Disability Prevention (CHDP) physical, or its equivalent, that is less than one (1) year old);~~

~~5.36.6.17 All psychotropic medication orders, medication changes, Juvenile Court Approved JV 220s, and Medication Administration Records (MARs);~~

~~5.36.6.18 Youth's/NMD's academic progress and social performance; and~~

~~5.36.6.19 All other records related to services provided to the Youth/NMD.~~

#### ~~5.37 Community Involvement~~

~~5.37.1 Develop and maintain collaborative partnerships with local Community Based Organizations, including, but not limited to, Faith Based Organizations, Family Resource Centers, middle schools, high schools, community colleges, four year colleges and universities, potential employers, One Stop Centers, Orangewood Foundation, independent living skills service providers, vocational training programs, and housing authorities.~~

~~5.37.2 Be community based and provide integrated services that coordinate federal, State, and community funding.~~

#### ~~5.38 Visitors~~

~~CONTRACTOR shall:~~

~~5.38.1 Maintain a separate Visitors Log Book, Sign In/Sign Out log for each STRTP Home;~~

~~5.38.2 Establish a set of rules in compliance with CDSS regarding visitation hours, sign in/out requirements in a Visitors Log, and visitation areas. Such rules shall apply to all visitors. Visitors may require supervision by CONTRACTOR's staff.~~

~~5.38.3 Ensure that upon entering the program, all adult visitors sign in on the Visitors Log. CONTRACTOR shall request a valid California driver's license or other form of government issued picture identification and will record the name, address, and driver's license number, or identification number of each visitor, as well as the visitor's relationship to the Youth/NMD, the stated purpose of the visit, and the time of the visitor's entry and departure;~~



~~5.38.4 Ensure that visitors who are not required to go into the Youth/NMD's quarters are restricted to a controlled, designated area, and are supervised by the CONTRACTOR's staff; and~~

~~5.38.5 Ensure that all visitors entering into any area of the home(s) where Youth/NMDs are or may be present are accompanied by CONTRACTOR's staff at all times, except parent(s), relatives, NREFM, or RFA families, who have been approved by the SSW, for unmonitored visitation. Such approved visitors shall be accompanied by CONTRACTOR's staff to and from a private designated location in or near the homes where the visit will take place. In these instances, CONTRACTOR staff need not be present during unmonitored visitation.~~

~~6. HOURS OF OPERATION~~

~~CONTRACTOR shall provide service hours, as determined by ADMINISTRATOR, that are responsive to the needs of the target population.~~

~~12. HANDLING COMPLAINTS~~

~~7. CONTRACTOR shall:~~

~~7.1~~12.1 Develop, operate, and maintain procedures for receiving, investigating, and responding to complaints, including Civil Rights complaints, requests for COUNTY reviews, negative comments, and other complaints relating to the STRTP ~~program at~~ TFC filed by Foster Youth/NMDs, other contract service providers, community organizations, and the public.

~~7.2~~12.2 Maintain a log of complaints and responses to complaints.

~~7.3~~12.3 Institute a system of follow-through when complaints cannot be resolved informally, which adheres to formal plans for specific actions and strict time deadlines.

~~7.4~~12.4 Respond to complaints within two (2) business days.

~~7.5~~12.5 Refer to Subparagraph 9.4.2 of this Agreement when addressing Civil Rights complaints.

~~7.6~~12.6 Identify issues with potential legal implications, and review any such cases with designated COUNTY staff prior to responding to the complaints.

~~7.7~~12.7 Provide to COUNTY, in a form approved by ADMINISTRATOR, information

pertaining to complaints, including CONTRACTOR's response, as described in Paragraph 12 of this Agreement, within ten (10) business days of the complaint.

~~7.8~~12.8 Provide to ADMINISTRATOR, a monthly summary of all complaints and/or negative comments, as prescribed and in a format approved by ADMINISTRATOR.

### ~~8.~~13. OUTSIDE CONTACTS

CONTRACTOR shall:

~~8.1~~13.1 Immediately inform ADMINISTRATOR upon receiving any inquiry from an elected official, their representative, ~~participant~~ Foster Youth/NMD advocate, or the press, and immediately provide information in order to permit ADMINISTRATOR to respond.

~~8.2~~13.2 Consult with ADMINISTRATOR prior to initiating and/or responding to contact with a ~~participant~~ Foster Youth/NMD advocate or the press.

~~8.3~~13.3 Consult with ADMINISTRATOR prior to initiating and/or responding to contact with an Orange County elected official or their representative.

### ~~9.~~ REPORTING REQUIREMENTS

~~CONTRACTOR shall submit various reports in a format approved by SSA with various report due dates, and/or enter data into various COUNTY and/or State data systems, as determined by ADMINISTRATOR, including, but not limited to, the following:~~

#### ~~9.1~~ Intake/Diagnostic Summary

~~—The Intake/Diagnostic Summary shall be completed, in collaboration with the CFT, within the first thirty (30) days of placement in the program. Summary shall be maintained in the Youth's/NMD's case file, and shall include, but not be limited to addressing the following:~~

~~9.1.1~~ Mental health diagnosis;

~~9.1.2~~ Identification of Youth/NMD's strengths;

~~9.1.3~~ Medical and dental needs;

~~9.1.4~~ Psychological/psychiatric evaluations obtained;

~~9.1.5~~ Case staffing review summaries;

~~9.1.6~~ Educational assessment;

~~9.1.7~~ Peer adjustment;

~~9.1.8 Family Connections and significant personal relationships;~~

~~9.1.9 Independent Living Skills assessment;~~

~~9.1.10 Relationship to staff;~~

~~9.1.11 Involvement in recreation and extra-curricular programs;~~

~~9.1.12 Social, emotional, and behavioral challenges;~~

~~9.1.13 Initial Crisis Management Assessment including, but not limited to:  
identification of motivators, triggers, means of de-escalation; and~~

~~9.1.14 Involvement/relationship with parent(s), relatives, NREFMs, significant  
relationship connections, and important persons.~~

## ~~9.2 Needs and Services Plan (NSP)~~

~~9.2.1 The NSP will be developed in partnership with the CFT, within thirty (30)  
days of the Youth's/NMD's placement in the program and updated monthly  
thereafter.~~

~~9.2.2 The NSP will address issues including, but not limited to:~~

~~9.2.2.1 Personal accountability and self-control;~~

~~9.2.2.2 Problem-solving techniques;~~

~~9.2.2.3 Developing adaptive, self-regulating coping skills;~~

~~9.2.2.4 Replacing high risk behaviors with alternative, healthy  
behaviors;~~

~~9.2.2.5 Fostering self and community awareness;~~

~~9.2.2.6 Developing positive interpersonal and social skills;~~

~~9.2.2.7 Decreasing/mitigating runaway and other high-risk behaviors;~~

~~9.2.2.8 Self-sufficiency skills;~~

~~9.2.2.9 Educational preparedness;~~

~~9.2.2.10 Increased and sustained permanency;~~

~~9.2.2.11 Utilization of the TPSP/ILP for Youth age fifteen and one-half  
(15½) years and older, including any changes to the TILP; and~~

~~9.2.2.12 Independent living.~~

~~9.2.3 CONTRACTOR will provide a signed copy of the NSP, including  
Youth's/NMD's signature, to the Youth's/NMD's SSW within seven (7)  
calendar days of the NSP's completion.~~

~~9.3 Individualized Treatment Plan (ITP)~~

~~9.3.1 CONTRACTOR shall collaborate with the CFT in the development of the ITP within the first thirty (30) days of the Youth/NMDs placement in the program.~~

~~9.3.2 The ITP shall address issues including, but not limited to:~~

~~9.3.2.1 Individual social, mental health, and educational needs;~~

~~9.3.2.2 Short and long term treatment goals; and~~

~~9.3.2.3 Methods and modality of treatment intervention(s) delineated;~~

~~9.3.3 The ITP shall be reviewed and updated, and progress shall be measured and reported at each CFT meeting.~~

~~9.4 Quarterly Performance Outcomes Report~~

~~9.4.1 CONTRACTOR shall submit this report, to the ADMINISTRATOR, in a format acceptable to ADMINISTRATOR, on each Youth/NMD to Youth's/NMD's SSW on a quarterly basis within seven (7) calendar days following the end of each quarterly reporting period.~~

~~9.4.2 These reports shall include all the areas covered in the monthly Treatment Committee Summaries, as referenced in Subparagraph 5.11.2 of this Exhibit.~~

~~9.5 Termination Summary~~

~~9.5.1 At the end of the service period, CONTRACTOR shall prepare and submit within seven (7) calendar days of the Youth/NMD transitioning out of the placement, a closing summary of all issues regularly reported in the monthly Treatment Committee Summaries, as referenced in Subparagraph 5.11.2 of this Exhibit, including, but not limited to:~~

~~9.5.1.1 Name, address, and phone number of location, and person(s) Youth/NMD was discharged/placed to and date of discharge;~~

~~9.5.1.2 Records relating to services provided to Youth/NMD;~~

~~9.5.1.3 Any monies (i.e., allowances, savings) owed to the Youth/NMD; and~~

~~9.5.1.4 An inventory of the Youth/NMDs personal belongings and clothing.~~

~~9.5.2 The Youth/NMD will sign the Termination Summary in agreement with the identification of personal belongings and clothing released to the Youth/NMD when transitioning out of the program.~~

~~9.6 Unauthorized Absence Notification~~

~~9.6.1 An authorized absence for a Youth is one that has been authorized by the Youth's SSW.~~

~~9.6.2 An authorized absence for an NMD is one that is mutually agreed upon between the NMD and the Social Worker.~~

~~9.6.3 An unauthorized absence for a Youth is defined as an event where a Youth's whereabouts are unknown by CONTRACTOR's staff or where a youth has run away from placement.~~

~~9.6.3.1 In the case of an unauthorized absence by a Youth, CONTRACTOR shall immediately telephone the Youth's Social Worker, Probation Officer (if applicable), SSA Program Liaison, Probation Department Liaison (if applicable), the local law enforcement agency, CCLD, Youth's parents/guardians, and, as appropriate, Youth's mental health and/or physical health provider(s).~~

~~9.6.3.2 CONTRACTOR shall make direct person-to-person contact with Social Worker, Probation Officer (if applicable) or their designee.~~

~~9.6.3.3 Written notification from CONTRACTOR shall be received within twenty four (24) hours of the absence by Youth's SSW and Probation Officer (if applicable).~~

~~9.6.3.4 A copy of this written report shall be submitted to the SSA Program Liaison and Probation Department Program Liaison (if applicable).~~

~~9.6.3.5 Following the return of a Youth from an unauthorized absence, CONTRACTOR shall immediately notify the Youth's SSW, Probation Officer (if applicable), the local law enforcement agency, CCLD, the Youth's parent(s)/guardian(s) and, as~~

~~appropriate, Youth's mental health and/or physical health provider(s).~~

~~9.6.4 In the case of an NMD being absent without mutual agreement, CONTRACTOR shall immediately telephone NMD's Social Worker, Probation Officer (if applicable), CCLD, and, as appropriate, NMD's mental health and/or physical health provider(s).~~

~~9.6.4.1 CONTRACTOR shall make direct person-to-person contact with Social Worker and Probation Officer (if applicable) or their designee.~~

~~9.6.4.2 Written notification from CONTRACTOR shall be received within twenty-four (24) hours of the absence by NMD's Social Worker and Probation Officer (if applicable).~~

~~9.6.4.3 A copy of this written report is to also be submitted to the SSA Program Liaison and Probation Department Program Liaison (if applicable).~~

~~9.6.4.4 Following the return of a NMD's from an absence that was not mutually agreed upon, CONTRACTOR shall immediately notify the NMD's SSW, Probation Officer (if applicable), CCLD, and, as appropriate, NMD's mental health and/or physical health provider(s).~~

~~9.6.5 CONTRACTOR, in collaboration with the CFT, shall provide an evaluation and intervention plan for the Youth/NMD that emphasizes the significance of their unauthorized/non-mutually agreed upon absence to minimize and decrease future such absences. The intervention plan shall be documented in the Youth's/NMD's case file; and~~

~~9.6.6 CONTRACTOR shall maintain:~~

~~9.6.6.1 A record of authorized and unauthorized absences in the Youth's/NMD's case file.~~

~~9.6.6.2 Youth's/NMD's possessions in the event of an authorized or unauthorized absence.~~

## ~~10. EMERGENCY OR UNPLANNED INCIDENTS~~

~~10.1 CONTRACTOR shall develop an emergency plan and procedures to request immediate assistance when needed from resources such as the fire department, paramedics/ambulance service, and police, and shall also include procedures to notify and request assistance from SSW when necessary.~~

~~10.2 Law Enforcement Contact~~

~~10.2.1 If CONTRACTOR contacts law enforcement officials regarding any issue related to the provision of services under this Agreement, CONTRACTOR shall immediately telephone Youth's/NMD's Social Worker/Probation Officer and SSA Permanency Services Program (PSP) Program Manager, or designee. This verbal report shall be followed by the submission of a Special Incident Report form approved by ADMINISTRATOR, to Youth's/NMD's Social Worker, Probation Officer (if applicable), PSP Program Manager, or designee, SSA Program Liaison, and Probation Department Liaison (if applicable) within three (3) calendar days of the incident via the Secured Foster Youth Information Database (SSA), and FAX to (714) 935-7725 (Probation Department).~~

~~10.2.2 ADMINISTRATOR may request CONTRACTOR to send Special Incident Reports to additional designees, as deemed appropriate by ADMINISTRATOR.~~

~~10.2.3 CONTRACTOR will coordinate ongoing communication protocol with local law enforcement and emergency services and remain in compliance with AB 388 reporting requirements.~~

~~10.3 Serious Illness, Accident/Injury, Hospitalization, or Death~~

~~10.3.1 CONTRACTOR shall immediately telephone the SSW upon becoming aware of any serious illness, accident/injury, hospitalization, or death of any Youth/NMD in CONTRACTOR's care.~~

~~10.3.2 If the SSW is unavailable, CONTRACTOR shall make direct person-to-person notification by calling the SSW's supervisor, and/or the Program Officer of the Day.~~

~~10.3.3 CONTRACTOR shall also immediately telephone the Permanency Services Program (PSP) Manager or designee for COUNTY placements~~

regarding:

~~10.3.3.1—Death of any Youth/NMD;~~

~~10.3.3.2—Hospitalization;~~

~~10.3.3.3—Any serious illness;~~

~~10.3.3.4—Accident/injury;~~

~~10.3.3.5—Suicide attempt;~~

~~10.3.3.6—Abduction;~~

~~10.3.3.7—Client re-location; and~~

~~10.3.3.8—Natural or man-made disaster or evacuation.~~

~~10.3.4 If the SSW, supervisor, Program Officer of the Day, PSP Manager or designee are unavailable, CONTRACTOR shall make direct person-to-person notification by calling SSA Orangewood Children and Family Center (OCFC) at (714) 935-7080.~~

~~10.3.5 CONTRACTOR shall comply with the “Special Incident Reporting Guidelines for Residential Facilities, Group Home, Small Family Home, and Foster Family Agency,” developed by CDSS, CCLD, and ADMINISTRATOR, incorporated herein by reference in Paragraph 10 of this Exhibit, as it currently exists or may hereafter be amended.~~

~~10.3.6 CONTRACTOR shall follow the verbal report with the submission of an electronic Special Incident Report via the online Foster Youth Information (FYI) System within one (1) business day of the occurrence of such serious illness, accident/injury, or death.~~

~~10.3.6.1—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.~~

~~10.3.6.2—Standard protocol shall resume once the FYI system becomes available.~~

~~10.3.7 The verbal and electronic/facsimile reports shall include, but not be limited to:~~

~~10.3.7.1—Name of the Youth/NMD;~~

~~10.3.7.2—Date of birth of the Youth/NMD;~~



~~10.3.7.3 Date, time, and location of serious illness, accident/injury, hospitalization, or death;~~

~~10.3.7.4 Nature of the illness/injury or the circumstances of the death;~~

~~10.3.7.5 Name or names of CONTRACTOR's officers, employees, volunteers, or agents with knowledge of the event;~~

~~10.3.7.6 Name of the attending physician;~~

~~10.3.7.7 Name of the hospital; and~~

~~10.3.7.8 When applicable, CONTRACTOR shall include in the report: the police report number, name of the police agency handling the incident, date of the police report, and a summary of the circumstances.~~

~~10.4 CONTRACTOR shall immediately telephone the SSW and PSP Manager or designee, if any of the following occurs:~~

~~10.4.1 Assault;~~

~~10.4.2 Medication Administration Errors;~~

~~10.4.3 Youth/NMD refused medication;~~

~~10.4.4 Mis-administered medication;~~

~~10.4.5 Missed medication;~~

~~10.4.6 Self-injury;~~

~~10.4.7 Sexual activity;~~

~~10.4.8 Suspension from school;~~

~~10.4.9 Unauthorized school absences;~~

~~10.4.10 Possession of contraband, illegal substances and/or weapons;~~

~~10.4.11 Law enforcement intervention and/or arrest;~~

~~10.4.12 Property damage and/or vandalism;~~

~~10.4.13 Personal rights complaint; and~~

~~10.4.14 Any behavior or activities by any volunteer or CONTRACTOR staff while on duty which substantially disrupts activities within CONTRACTOR's facility and jeopardizes the status, safety, or health of a Youth/NMD placed by ADMINISTRATOR.~~

~~10.5 This verbal report shall be followed by the submission of a Special Incident Report,~~

~~in a form approved by ADMINISTRATOR, to the SSW and PSP Manager or designee within three (3) calendar days of the incident via the FYI system.~~

#### 11.14. CONTRACTOR PERFORMANCE MONITORING

~~11.1~~14.1 CONTRACTOR's performance shall be monitored and reviewed by ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of CONTRACTOR's performance.

~~11.2~~14.2 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the information necessary for performance monitoring.

~~11.3~~14.3 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not ~~be~~ limited to, the following:

~~11.3.1~~14.3.1 ADMINISTRATOR will inspect CONTRACTOR cases and applicable data reports to ensure compliance with the goals, strategies, and outcome objectives, as stated in Paragraph 6 of this Exhibit A.

~~11.3.2~~14.3.2 Random sampling of program activities, including a review of case files;

~~11.3.3~~14.3.3 Review of activity checklists;

~~11.3.4~~14.3.4 Conduct random in-person observations;

~~11.3.5~~14.3.5 Inspection of output items on a periodic basis, as deemed necessary; and

~~11.3.6~~14.3.6 Review of ~~participant~~ Foster Youth/NMD complaints and/or ~~participant~~ Foster Youth/NMD questionnaires.

~~11.4~~14.4 When it is determined that the services were not performed in accordance with this Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall, within the time period specified in any such corrective action plan, remedy the performance defects.

~~11.5~~14.5 CONTRACTOR shall cooperate with COUNTY in providing the information necessary for performance monitoring and with authorized State or federal representatives who may audit program services.

14.6 Performance evaluation meetings shall be conducted, as deemed necessary by ADMINISTRATOR.

## 15. UTILIZATION REVIEW

15.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-annually to review and evaluate a random selection of case and clinical records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Cases and clinical records to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases and clinical records.

15.2 ADMINISTRATOR may conduct a Utilization Review (UR) at STRTP TFC, 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.

~~11.6~~15.3 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 the subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Agreement.

## ~~12.~~16. QUALITY CONTROL

~~12.1~~16.1 Throughout the term of this Agreement, CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP), in a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The QCP shall be effective on the start date of this Agreement and shall be updated and resubmitted for ADMINISTRATOR approval when changes occur. The QCP shall include, but not ~~be~~ limited to, the following:

~~12.2~~16.1.1 The method for ensuring the services, deliverables, and requirements defined in this Agreement are being provided at or above the level of quality per this Agreement;

~~12.3~~16.2 The method for assuring that professional staff rendering services under this Agreement have the necessary qualifications;

~~12.4~~16.3 The method for identifying and preventing deficiencies in the quality of service as defined by ~~County~~ COUNTY policy;

~~12.5~~16.4 The method for providing ADMINISTRATOR with a copy of CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve identified problems.

### ~~13.~~ BUSINESS CONTINUITY PLAN

~~13.1~~ CONTRACTOR shall provide a written Business Continuity Plan (BCP) that identifies how CONTRACTOR shall continue to provide services after a business interruption, including, but not limited to, a man-made or natural disaster.

~~13.2~~ The BCP will include a Disaster Preparedness and Response Plan and shall be submitted to COUNTY within thirty (30) days after the commencement of this Agreement.

~~13.3~~ The Disaster Preparedness and Response Plan shall include, but not be limited to, the following:

~~13.3.1~~ Evacuation protocols and procedures that include the CONTRACTOR's responsibility for the safety, relocation, and tracking of all Youth/NMD in CONTRACTOR's care during any disaster event.

~~13.3.2~~ Notification to be made to ADMINISTRATOR with regard to Youth's/NMD's welfare, including the provision of on-site emergency contact information.

~~13.3.3~~ Provisions for maintaining Juvenile Court ordered services during a disaster.

~~13.3.4~~ Protection and recovery of Youth's/NMD's records.

~~13.3.5~~ Provision of crisis response services to Youth/NMDs such as crisis counseling and medical needs, both through the provision of prescribed medications, or through the provision of emergency medical services.

~~13.3.6~~ Disaster response training for CONTRACTOR staff.

### ~~14.~~17. STAFFING REQUIREMENTS

~~14.1~~ CONTRACTOR shall be in compliance with all CDSS CCLD, Title 22 Regulations for education, experience, and staffing ratios.

~~14.2~~ as long as COUNTY's maximum obligation, as set forth in this Agreement,

~~is not exceeded.~~ CONTRACTOR shall provide and remain in compliance with all STRTP Personnel Requirements per CCR, Title 22, Sections 87064, 80064, 80065, and 87065 of the ILS and Program Statement.

17.1 CONTRACTOR shall also provide onsite Nursing staff as follows:

17.1.1 Duties: Provide medication management oversight and training, facilitate psychiatric appointment services and case management, all other medically related services and/or care for Foster Youth/NMDs with "medical conditions," and/or oversight deemed necessary for the care and protection of all Foster Youth/NMDs. Nursing staff shall be available for a minimum of twenty (20) hours per week, to be divided among the two (2) STRTP TFC homes.

17.1.2 Qualifications: Nursing staff shall possess and maintain good standing in one (1) of the following licenses or credentials: Certified Nursing Assistant, Licensed Vocational Nurse, Registered Nurse, or Psychiatric Nurse.

17.1.2.1 CONTRACTOR shall comply with any change in State requirements regarding Nursing staff, if, and upon regulations being enacted, revised, and/or as defined by CDSS/CCLD, or other official recognized entity, adopted thereunder.

~~14.2.1~~ 17.2 Same gender supervision during overnight shifts is a best practice. To the extent allowable under the law, CONTRACTOR shall use best efforts to staff overnight shifts with same gender staff members, whenever possible; thereby during overnight shifts using only female staff members in the female STRTP TFC home and only male staff members in the male STRTP TFC home.

~~14.2.2 CONTRACTOR shall provide sufficient Administrative and Direct Service staff to manage and provide services in the STRTP homes. This program includes offsite activity for youth, and at no time shall there be less staff at the facility than is needed to attend to the needs of the youth and to meet STRTP requirements.~~

17.3 All direct services must be linguistically and culturally responsive to the Youth/NMD Foster Youth/NMDs and their involved family members served.

Although English is the predominant language spoken, there are Foster

Youth/NMDs whose primary language is not English (e.g., Spanish or Vietnamese).

17.4 Volunteers

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

17.4.1.1 Type and degree of supervision provided; and

17.4.1.2 Description of the duties to be performed by volunteers.

~~14.4 All staff employed by CONTRACTOR residing or working in the STRTP shall:~~

~~14.4.1 Speak, read, and write in English, with the ability to prepare clear, complete, and concise written and verbal reports in English.~~

~~14.4.2 Be proficient in the use of personal computers and Microsoft Windows (Word, Excel and Outlook); and~~

~~14.4.3 Be trained, knowledgeable and experienced in the needs of the target population and shall engage in trauma informed practice accordingly.~~

~~14.4.4 Maintain the Youth's/NMD's confidentiality;~~

~~14.4.5 Submit fingerprints to, and receive clearance by the Department of Justice for criminal background clearance check;~~

~~14.4.6 Receive clearance from a Child Abuse Clearance Index check;~~

~~14.4.7 Provide a drug screen with negative results;~~

~~14.4.8 Pass a physical examination in keeping with CCLD Regulations;~~

~~14.4.9 Complete a tuberculosis (TB) screening test with proof of negative results;~~

~~14.4.10 Possess Basic First Aid and Cardio Pulmonary Resuscitation (CPR) Certification; and~~

~~14.4.11 Possess a valid California State driver's license with acceptable driving record, as determined by CONTRACTOR'S insurance carrier and verified clearance from the California Department of Motor Vehicles.~~

~~15-18.~~ 18. STAFF TRAINING

CONTRACTOR shall:

~~15.1~~ 18.1 Participate in training(s) that ADMINISTRATOR determines to be

mandatory, including, but not limited to, annual Child Abuse and Dependent/Elder Abuse Reporting trainings and STRTP Forums. CONTRACTOR shall conduct subsequent training(s) for its staff, and shall:

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

18.1.2 Ensure all staff participate in training on Foster Youth/NMD specific medical care when deemed necessary, to facilitate placement and supervision of Foster Youth/NMDs with specified "medical conditions" as defined in Subparagraph 2.23, approved by COUNTY; and

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

## 18.2 CONTRACTOR's Employee Records

CONTRACTOR shall:

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

18.2.1.1 A completed and signed criminal record statement;

18.2.1.2 Proof of automobile insurance;

18.2.1.3 Completed reference checks;

18.2.1.4 Completed initial physical exam;

18.2.1.5 Completed tuberculosis test (within seven (7) days of employment);

18.2.1.6 Department of Motor Vehicle (DMV) driving record printout including copy of valid California Driver's License;

18.2.1.7 Confidentiality agreement;

18.2.1.8 Child abuse/elder abuse reporting requirements;

18.2.1.9 Education credentials;

18.2.1.10 Annual training completed;

18.2.1.11 Disciplinary actions taken, if applicable; and

15-218.2.1.12 Documentation of all in-service training content, and attendance for staff involved in direct service contact with Foster Youth/NMDs.

- ~~15.3 — Develop a training program to educate its staff on the characteristics of the Youth/NMDs placed in the STRTP program.~~
- ~~15.4 — Ensure that its staff will participate in trauma informed training.~~
- ~~15.5 — Ensure that its staff receives training in understanding cultural differences among groups of participants, and recognizes and effectively intervenes to overcome any language and/or cultural barriers to employment that may be evident.~~
- ~~15.6 — Maintain a log of in-house training activities and participants in compliance with Title 22 Regulations. This log will be made available to COUNTY upon request.~~

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