

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 _____
6 FOR THE PROVISION OF FOSTER FAMILY AGENCY SERVICES
7

8 THIS AGREEMENT, entered into this 1st day of _____, which date is
9 particularized for purpose of reference only, is by and between the COUNTY OF
10 ORANGE, hereinafter referred to as "COUNTY," and _____,
11 licensed as a "Foster Family Agency," hereinafter referred to as "CONTRACTOR."
12 This Agreement shall be administered by the County of Orange Social Services
13 Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."
14

15 W I T N E S S E T H:

16 WHEREAS, COUNTY desires CONTRACTOR to provide foster family agency
17 services in order to increase available foster homes; and
18

19 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on
20 the terms and conditions hereinafter set forth; and
21

22 WHEREAS, such contracts are authorized and provided for pursuant to
23 Welfare and Institutions Code Section 18358 et seq.;

24
25 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
26
27
28

TABLE OF CONTENTS

1		<u>Page</u>
2		
3	1. TERM.....	4
4	2. ALTERATION OF TERMS.....	4
5	3. STATUS OF CONTRACTOR.....	4
6	4. DEFINITIONS.....	5
7	5. DESCRIPTION OF SERVICES, STAFFING.....	7
8	6. LICENSES AND STANDARDS.....	7
9	7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS.....	8
10	8. FORM OF BUSINESS ORGANIZATION.....	9
11	9. NON-DISCRIMINATION.....	9
12	10. NOTICES.....	12
13	11. INDEMNIFICATION AND INSURANCE.....	13
14	12. CONFLICT OF INTEREST.....	18
15	13. ANTI-PROSELYTISM PROVISION.....	18
16	14. SUPPLANTING GOVERNMENT FUNDS.....	18
17	15. BREACH SANCTIONS.....	19
18	16. PAYMENTS.....	19
19	17. OVERPAYMENT/ADJUSTMENT.....	21
20	18. RECORDS, INSPECTIONS AND AUDITS.....	22
21	19. PERSONNEL DISCLOSURE.....	24
22	20. EMPLOYMENT ELIGIBILITY VERIFICATION.....	25
23	21. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS.....	26
24	22. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	27
25	23. CONFIDENTIALITY.....	27
26	24. COPYRIGHT ACCESS.....	29
27	25. WAIVER.....	29
28	26. PUBLICITY.....	29
	27. COUNTY RESPONSIBILITIES.....	29
	28. REPORTS.....	30
	29. ENERGY EFFICIENCY STANDARDS.....	30
	30. ENVIRONMENTAL PROTECTION STANDARDS.....	30
	31. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.....	31
	32. POLITICAL ACTIVITY.....	32
	33. TERMINATION PROVISIONS.....	32
	34. GOVERNING LAW AND VENUE.....	33
	35. SIGNATURE IN COUNTERPARTS.....	33
	<u>EXHIBIT</u>	
22	1. POPULATION TO BE SERVED.....	1
23	2. GOAL.....	1
24	3. SERVICES.....	1
25	4. TEAM DECISION MAKING.....	5
26	5. BASIC NEEDS.....	6
27	6. SPECIAL INCIDENTS.....	9
28	7. REMOVAL, TRANSFER, AND/OR RESPITE OF FOSTER YOUTH.....	12
	8. RECRUITMENT OF FOSTER PARENTS.....	12
	9. CONTRACTOR'S PROGRAM STATEMENT.....	12
	10. NEEDS AND SERVICES PLAN.....	13
	11. FACILITIES.....	13
	12. CONTRACT ADMINISTRATION.....	14
	13. COUNTY RESPONSIBILITIES.....	14

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

14. CONTRACTOR RESPONSIBILITIES..... 15
15. CASE RECORDS..... 17
16. REPORTS..... 18
17. CONFLICT RESOLUTION..... 20
18. CONTRACTOR’S STAFF..... 20

1 1. TERM

2 The term of this Agreement shall commence on July 1, 2009, and terminate
3 on June 30, 2012, unless earlier terminated pursuant to the provisions of
4 Paragraph 33 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to obligations with respect to indemnification, audits, reporting
7 and accounting.

8 2. ALTERATION OF TERMS

9 This Agreement, including any Exhibit(s) attached hereto and
10 incorporated by reference, fully expresses all understandings of the parties
11 and is the total Agreement between the parties as to the subject matter of
12 this Agreement. No addition to, or alteration of, the terms of this
13 Agreement, whether written or verbal, by the parties, their officers, agents,
14 or employees, shall be valid unless made in the form of a written amendment to
15 this Agreement which is formally approved and executed by both parties.

16 3. STATUS OF CONTRACTOR

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

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

28 ///

1 4. DEFINITIONS

2 4.1 COUNTY Social Worker: The County of Orange social worker assigned
3 as the case-carrying social worker responsible for a child's placement and
4 care.

5 4.2 ~~COUNTY Placement Consultant/Monitor: The County of Orange social~~
6 ~~worker assigned to investigate Child Abuse Report allegations and monitor the~~
7 ~~facility for quality of care compliance as it relates to the care and support~~
8 ~~of foster youth placed in that facility. This social worker shall not replace~~
9 ~~the role of Community Care Licensing responsibilities. ADMINISTRATOR will~~
10 ~~continue to monitor for County compliance.~~

11 4.3 California Department of Social Services (CDSS): The State agency
12 that is charged with the responsibility to serve, aid, and protect
13 disadvantaged and vulnerable children and adults.

14 4.4 Community Care Licensing Division (CCLD): The division of the
15 CDSS that is responsible for the licensing and monitoring of Foster Family
16 Agencies for compliance with Community Care Licensing (CCL) regulations within
17 the State of California.

18 4.5 Case Plan: A court ordered, written document that, at a minimum,
19 specifies the type of home in which the foster youth shall be placed, the
20 safety of that home, and the appropriateness of that home to meet the foster
21 youth's needs.

22 4.6 Court Appointed Special Advocate (CASA): The trained volunteer,
23 assigned by the Court Appointed Special Advocates Office, who meets regularly
24 with a foster youth and advocates on his/her behalf with the Social Services
25 Agency (SSA), the Court, and other community agencies.

26 4.7 Foster Family Agency (FFA): An agency licensed and monitored by
27 CDSS to recruit, certify, and train foster parents; to provide professional
28 support to foster parents; and to find homes for temporary and permanent

1 placement of foster youth.

2 4.8 Foster Youth: An individual between the ages of birth (0) to
3 nineteen (19) years, referred for foster care services by ADMINISTRATOR to
4 CONTRACTOR.

5 4.9 Health and Education Passport (HEP): The document that provides
6 historical and current health, dental, and psychiatric information as it
7 pertains to the foster youth.

8 4.10 Individual Education Plan (IEP): An assessment procedure for a
9 youth, requested by parents, guardians, school staff, or other involved
10 parties, to determine educational needs.

11 4.11 Needs and Services Plan: The written plan required by Title 22,
12 Division 6, Sections 84068.2 and 84268.2 of the California Code of Regulations
13 relating to the licensing of community care facilities.

14 4.12 Permanency: Permanency is when a child and an adult have a safe,
15 stable, sustainable, and committed relationship across time and circumstances.

16 4.13 Placement Disruption: An occasion requiring the removal of a
17 foster youth from the FFA certified home. Placement disruption may occur in
18 conjunction with a Team Decision Making meeting when the foster youth is no
19 longer compatible with the ability of the FFA home to manage that behavior;
20 the security of the foster youth is at risk; the foster youth's needs cannot
21 be met by the foster home due to a foster family emergency; and/or the Court
22 has ordered the foster youth transferred.

23 4.14 Program Statement: The document that is prepared by all FFAs, as
24 required by State regulation, and filed with CCL, which provides details of
25 the day-to-day operation of the FFA, including, but not limited to, staffing,
26 training, therapy, selection criteria for foster parents, intake criteria for
27 foster youth, and record-keeping.

28 ///

1 4.15 Special Education Local Planning Agency (SELPA): Provides county-
2 wide support to special education staff and administration to encourage high
3 quality instructional and professional practice.

4 4.16 Team Decision Making (TDM): A group process facilitated by SSA to
5 make decisions critical to a foster youth's well-being, including decisions to
6 separate a youth from his/her family, reunify with the family, or to change a
7 placement.

8 5. DESCRIPTION OF SERVICES, STAFFING

9 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
10 and supplies as described in the Exhibit "A" to the Agreement Between County
11 of Orange and _____, for the Provision of Foster Family Agency
12 Services, attached hereto and incorporated herein by reference. CONTRACTOR
13 shall operate continuously throughout the term of this Agreement with the
14 number and type of staff described and as required for provision of services
15 hereunder pursuant to the personnel disclosure provisions of this Agreement,
16 and Title 22.

17 5.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
18 appropriate staff to attend an orientation session and subsequent training
19 sessions given by COUNTY.

20 5.3 CONTRACTOR shall attend SSA sponsored Community Forums as
21 requested by ADMINISTRATOR.

22 6. LICENSES AND STANDARDS

23 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
24 required by the laws of the United States, State of California, County of
25 Orange and all other appropriate governmental agencies, and agrees to maintain
26 these licenses and permits in effect for the duration of this Agreement.
27 Further, CONTRACTOR warrants that its employees shall conduct themselves in
28 compliance with such laws and licensure requirements including, without

1 limitation, compliance with laws applicable to sexual harassment and ethical
2 behavior.

3 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
4 unless waived in whole or in part by ADMINISTRATOR, with all applicable
5 provisions of the California Welfare and Institutions Code, in particular
6 Section 18358 et seq., Title 22 of the California Code of Regulations, Title
7 45 of the Code of Federal Regulations, Federal Office of Management and Budget
8 Circular A-122, entitled "Cost Principles for Non-Profit Organizations," and
9 all applicable laws and regulations of the United States, State of California,
10 County of Orange SSA and all administrative regulations, rules and policies
11 adopted thereunder as each may now exist or be hereafter amended.

12 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

13 7.1 Delegation and Assignment:

14 CONTRACTOR shall neither delegate its duties or obligations nor
15 assign its rights with respect to this Agreement, either in whole or in part.
16 Any such attempted delegation or assignment shall be void. The transfer of
17 assets in excess of ten (10) percent of the total assets of CONTRACTOR, or any
18 change in the corporate structure, the governing body, or the management of
19 CONTRACTOR, which occurs as a result of such transfer, shall be deemed an
20 assignment of benefits under the terms of this Agreement and shall be void.

21 7.2 Subcontracts:

22 CONTRACTOR shall not subcontract for services under this Agreement
23 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
24 in writing to a subcontract, in no event shall the subcontract alter, in any
25 way, any legal responsibility of CONTRACTOR to COUNTY. ~~ADMINISTRATOR may~~
26 ~~refuse to pay obligations incurred under any subcontract that does not comply~~
27 ~~with the terms of this Agreement.~~ All subcontracts must be in writing and
28 copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include

1 in each subcontract any provision ADMINISTRATOR may require.

2 8. FORM OF BUSINESS ORGANIZATION

3 8.1 Form of Business Organization:

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

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

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

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

17 8.2 Change in Form of Business Organization:

18 If during the term of this Agreement, the form of CONTRACTOR's
19 business organization changes, or the ownership of CONTRACTOR changes, or
20 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
21 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
22 writing, detailing such changes. A change in the form of business
23 organization may, at COUNTY's sole discretion, be treated as an attempted
24 assignment of rights or delegation of duties of this Agreement.

25 9. NON-DISCRIMINATION

26 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
27 shall not engage nor employ any unlawful discriminatory practices in the
28 admission of clients, provision of services or benefits, assignment of

1 accommodations, treatment, evaluation, employment of personnel or in any other
2 respect on the basis of sex, race, color, ethnicity, national origin,
3 ancestry, religion, age, marital status, medical condition, sexual
4 orientation, sexual preference, physical or mental disability or any other
5 protected group in accordance with the requirements of all applicable Federal
6 or State law.

7 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
8 meets the lawful and applicable requirements of the Department of Health and
9 Human Services.

10 9.3 CONTRACTOR shall furnish any and all information requested by
11 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
12 books, records and accounts in order to ascertain CONTRACTOR's compliance with
13 Paragraph 9 et seq.

14 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
15 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
16 supplemented in Department of Labor regulations (41 CFR Part 60).

17 9.5 Non-Discrimination in Employment

18 9.5.1 All solicitations or advertisements for employees placed
19 by or on behalf of CONTRACTOR shall state that all qualified applicants will
20 receive consideration for employment without regard to sex, race, color,
21 ethnicity, national origin, ancestry, religion, age, marital status, medical
22 condition, sexual orientation, sexual preference, physical or mental
23 disability or any other protected group in accordance with the requirements of
24 all applicable Federal or State law. Notices describing the provisions of the
25 equal opportunity clause shall be posted in a conspicuous place for employees
26 and job applicants.

27 9.5.2 CONTRACTOR shall refer any and all employees desirous of
28 filing a formal discrimination complaint to:

1 State of California Public Inquiry and Response Bureau
2 744 P Street, MS 20-23
3 Sacramento, California 95814
4 Telephone: 1-800-952-5253
5 1-800-952-8349 (Hard of hearing)

6 9.6 Non-Discrimination in Service Delivery

7 9.6.1 CONTRACTOR shall comply with Title VI and VII of the Civil
8 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,
9 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act
10 of 1977, as amended, and in particular Section 272.6; Title II of the
11 Americans with Disabilities Act of 1990; California Civil Code Section 51 et
12 seq., as amended; California Government Code Sections 11135-11139.5, as
13 amended; California Government Code Section 12940 (c), (h) (1), (i), and (j);
14 California Government Code Section 4450; Title 22, California Code of
15 Regulations Sections 98000-98413; Title 24, California Code of Regulations
16 Section 3105A(e); the Dymally-Allatorre Bilingual Services Act (California
17 Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers
18 to Interethnic Adoption Act of 1996; and other applicable Federal and State
19 laws, as well as their implementing regulations (including 45 Code of Federal
20 Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42),
21 and any other law pertaining to Equal Employment Opportunity, Affirmative
22 Action and Nondiscrimination as each may now exist or be hereafter amended.
23 CONTRACTOR shall not implement any administrative methods or procedures which
24 would have a discriminatory effect or which would violate the CDSS Manual of
25 Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any
26 violations of this paragraph, CDSS shall have the right to invoke fiscal
27 sanctions or other legal remedies in accordance with Welfare and Institutions
28 Code Section 10605, or Government Code Sections 11135-11139.5, or any other
laws, or the issue may be referred to the appropriate Federal agency for
further compliance action and enforcement of Subparagraph 9.6 et seq.

1 the United States mail, first class, postage prepaid and addressed as above.
2 Any notices, claims, correspondence, reports and/or statements authorized or
3 required by this Agreement addressed in any other fashion shall be deemed not
4 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
5 the addresses to which notices are sent.

6 11. INDEMNIFICATION AND INSURANCE

7 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
8 writing by COUNTY, and hold Department of Health and Human Services, the
9 State, COUNTY, and their elected and appointed officials, officers, employees,
10 agents and those special districts and agencies which COUNTY's Board of
11 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
12 any claims, demands or liability of any kind or nature, including but not
13 limited to personal injury or property damage, arising from or related to the
14 services, products or other performance provided by CONTRACTOR pursuant to
15 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
16 court of competent jurisdiction because of the concurrent active negligence of
17 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
18 be apportioned as determined by the court. To the extent permitted by law,
19 neither party shall request a jury apportionment.

20 11.2 Without limiting CONTRACTOR's liability for indemnification, prior
21 to the provision of services under this Agreement, CONTRACTOR agrees to
22 purchase all required insurance at CONTRACTOR's expense and to deposit with
23 ADMINISTRATOR Certificates of Insurance, including all endorsements required
24 herein, necessary to satisfy COUNTY that the insurance provisions of this
25 Agreement have been complied with and to keep such insurance coverage and the
26 certificates therefore on deposit with ADMINISTRATOR during the entire term of
27 this Agreement.

28 11.3 CONTRACTOR shall ensure that all subcontractors performing work on

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

11 11.4 All insurance policies required by this Agreement shall declare
12 any deductible or Self-Insured Retention (SIR) in an amount in excess of
13 \$25,000 (\$5,000 for automobile liability), which shall specifically be
14 approved by the County Executive Office (CEO)/Office of Risk Management.
15 CONTRACTOR shall be responsible for reimbursement of any deductible to the
16 insurer. Any SIRs or deductibles shall be clearly stated on the Certificate
17 of Insurance.

18 11.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
19 the full term of this Agreement, COUNTY may terminate this Agreement.

20 11.6 The policy or policies of insurance required herein must be issued
21 by an insurer licensed to do business in the State of California (California
22 Admitted Carrier). If the insurer is not licensed to do business in the State
23 of California, ADMINISTRATOR CEO/Office of Risk Management retains the right
24 to approve or reject the insurer after a review of the insurer's performance
25 and financial ratings.

26 11.7 The policy or policies of insurance required herein must be issued
27 by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a
28 minimum financial rating of "VIII (Financial Size Category)," as determined by

1 the most current edition of the Best's Key Rating Guide/Property-
 2 Casualty/United States or by going online to "ambest.com."

3 11.8 The policy or policies of insurance maintained by CONTRACTOR shall
 4 provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits	
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 combined single limit per occurrence	
Passenger vans (7 passengers or less)	\$2,000,000	
Passenger vans (8 passengers or more)	\$5,000,000	
Workers' Compensation	Statutory	
Employer's Liability Insurance	\$1,000,000 per occurrence	
Sexual Misconduct Liability	\$1,000,000 per occurrence	
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence	
Employee Dishonesty	\$100,000 per occurrence	

23 11.9 All liability insurance, except Professional Liability Insurance,
 24 required by this Agreement shall be at least \$1,000,000 combined single limit
 25 per occurrence. Professional Liability Insurance may also be provided on a
 26 "Claims Made" basis. The minimum aggregate limit for the Commercial General
 27 Liability policy shall be \$2,000,000.

28 11.10 The County of Orange shall be added as an additional insured on

1 all insurance policies required by this Agreement with respect to the services
2 provided by CONTRACTOR under the terms of this Agreement (except Workers'
3 Compensation/Employers' Liability Insurance and Professional Liability
4 Insurance, and Employee Dishonesty). An additional insured endorsement
5 evidencing that the County of Orange is an additional insured shall accompany
6 the Certificate of Insurance. For the Employee Dishonesty coverage, the
7 County of Orange shall be the loss payee/obligee. For the Employee Dishonesty
8 coverage, the County of Orange shall be the loss payee/obligee.

9 11.11 All insurance policies required by this Agreement shall be primary
10 insurance, and any insurance maintained by the County of Orange shall be
11 excess and non-contributing with insurance provided by these policies. An
12 endorsement evidencing that CONTRACTOR'S insurance is primary and non-
13 contributing shall specifically accompany the Certificate of Insurance for the
14 Commercial General Liability and Sexual Misconduct Liability.

15 11.12 All insurance policies required by this Agreement shall give the
16 County of Orange thirty (30) days notice in the event of cancellation. This
17 shall be evidenced by an endorsement separate from the Certificate of
18 Insurance. In addition, the cancellation clause must include language as
19 follows, which edits the pre-printed ACORD certificate:

20 "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
21 BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL
22 ~~ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE~~
23 ~~HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE~~
24 ~~SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE~~
25 ~~COMPANY, ITS AGENT OR REPRESENTATIVE."~~

26 11.13 All insurance policies required by this Agreement shall waive all
27 rights of subrogation against the County of Orange and members of the Board of
28 Supervisors, its elected and appointed officials, officers, agents and

1 employees when acting within the scope of their appointment or employment.

2 11.14 If CONTRACTOR's Professional Liability Insurance policy is a
3 "claims made" policy, CONTRACTOR shall agree to maintain Professional
4 Liability Insurance coverage for two (2) years following completion of this
5 Agreement.

6 11.15 The Commercial General Liability policy shall contain a
7 severability of interests clause.

8 11.16 CONTRACTOR is aware of the provisions of Section 3700 of the
9 California Labor Code which requires every employer to be insured against
10 liability for Workers' Compensation or be self-insured in accordance with
11 provisions of that code. CONTRACTOR will comply with such provisions and
12 shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for
13 the period of this Agreement, statutory Workers' Compensation insurance and
14 Employers' Liability Insurance with minimum limits of \$1,000,000 per
15 occurrence.

16 11.17 If CONTRACTOR fails to provide the insurance certificates and
17 endorsements within seven (7) days of notification by CEO/Purchasing or
18 ADMINISTRATOR, COUNTY may terminate this Agreement.

19 11.18 COUNTY expressly retains the right to require CONTRACTOR to
20 increase or decrease insurance of any of the above insurance types throughout
21 the term of this Agreement. Any increase or decrease in insurance will be as
22 deemed by County of Orange Risk Manager as appropriate to adequately protect
23 COUNTY.

24 11.19 COUNTY shall notify CONTRACTOR in writing of changes in the
25 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
26 certificates of insurance and endorsements with ADMINISTRATOR incorporating
27 such changes within thirty (30) days of receipt of such notice, this Agreement
28 may be in breach without further notice to CONTRACTOR, and COUNTY shall be

1 entitled to all legal remedies.

2 11.20 The procuring of such required policy or policies of insurance
3 shall not be construed to limit CONTRACTOR's liability hereunder nor to
4 fulfill the indemnification provisions and requirements of this Agreement.

5 11.21 The County of Orange Certificate of Insurance and the Special
6 Endorsement for the County of Orange can be utilized to verify compliance with
7 the above-mentioned insurance requirements in place of commercial insurance
8 certificates and endorsements.

9 12. CONFLICT OF INTEREST

10 CONTRACTOR shall exercise reasonable care and diligence to prevent any
11 actions or conditions that could result in a conflict with the best interests
12 of COUNTY. This obligation shall apply to CONTRACTOR's employees, agents,
13 relatives, subcontractors, and third parties associated with accomplishing the
14 work hereunder.

15 CONTRACTOR's efforts shall include, but not be limited to, establishing
16 precautions to prevent its employees or agents from making, receiving,
17 providing, or offering gifts, entertainment, payments, loans, or other
18 considerations which could be deemed to appear to influence individuals to act
19 contrary to the best interests of COUNTY.

20 13. ANTI-PROSELYTISM PROVISION

21 No funds provided directly to institutions or organizations to provide
22 services and administer programs under 42 U.S.C. Section 604(a)(1)(A) shall be
23 expended for sectarian worship, instruction, or proselytization, except as
24 otherwise permitted by law.

25 14. SUPPLANTING GOVERNMENT FUNDS

26 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
27 intended for the purposes of this Agreement with any funds made available
28 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY

1 for, or apply sums received from COUNTY with respect to, that portion of its
2 obligations which have been paid by another source of revenue. CONTRACTOR
3 agrees that it shall not use funds received pursuant to this Agreement, either
4 directly or indirectly, as a contribution or compensation for purposes of
5 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
6 program without prior written approval of ADMINISTRATOR.

7 15. BREACH SANCTIONS

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

13 15.1 Afford CONTRACTOR a time period within which to cure the breach,
14 which period shall be established at the sole discretion of ADMINISTRATOR;
15 and/or

16 15.2 Discontinue reimbursement to CONTRACTOR for and during the period
17 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
18 later recovery; and/or

19 15.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
20 COUNTY those monies disallowed pursuant to Subparagraph 15.2, above.

21 ADMINISTRATOR shall give CONTRACTOR written notice of any action
22 pursuant to this paragraph, which notice shall be deemed served on the date of
23 mailing.

24 16. PAYMENTS

25 16.1 Residential Care:

26 16.1.1 COUNTY shall pay to CONTRACTOR, monthly in arrears, the
27 rate of reimbursement for the services provided under this Agreement as
28 established by the State of California in CDSS MPP. Payments shall accrue

1 from the date a foster youth is placed and terminate on the date before the
2 foster youth is discharged from CONTRACTOR's foster home.

3 16.1.2 Upon written approval by COUNTY Social Worker, COUNTY may
4 continue to pay for foster home care for up to fourteen (14) days when a
5 foster youth leaves CONTRACTOR's foster home prior to the planned discharge
6 date (e.g., runaway) if CONTRACTOR has agreed to take the foster youth back
7 immediately upon notice during the period of continued payment.

8 16.1.3 CONTRACTOR shall provide written notice to COUNTY within
9 thirty (30) days of the receipt of a payment for an Orange County placement
10 which is inconsistent with the period of placement and results in an
11 overpayment or an underpayment. The overpayment and/or underpayment shall be
12 identified by the foster youth's name, case number, caseload number and the
13 amount of overpayment and/or underpayment.

14 16.2 Clothing Allowance:

15 ADMINISTRATOR may authorize reimbursement for clothing, subject to
16 COUNTY's ~~Special Needs: County Funding~~ clothing allowance procedure, when
17 available clothing is insufficient.

18 16.3 Medical Costs:

19 16.3.1 It is anticipated that any medical costs for foster youth
20 placed by COUNTY under this Agreement shall be paid by the State Medi-Cal
21 program during such periods as the foster youth is eligible for health care
22 services under that program.

23 16.3.2 If the foster youth is ineligible for Medi-Cal services,
24 CONTRACTOR shall notify foster youth's COUNTY Social Worker and specify the
25 medical treatment needed and approximate cost, as determined by the medical
26 provider. Except in emergencies, written authorization by the foster youth's
27 COUNTY Social Worker must be obtained prior to incurring any medical expenses
28 not covered by Medi-Cal. COUNTY may pay for medical services, in accordance

1 with COUNTY's "Special Needs: County Funding" procedure, and if such services
2 are deemed necessary by COUNTY, if Medi-Cal rejects coverage. In all
3 circumstances, COUNTY shall reimburse based on Medi-Cal rates.

4 16.3.3 CONTRACTOR shall be responsible for controlling the use of
5 each foster youth's Medi-Cal proof-of-eligibility card.

6 17. OVERPAYMENT/ADJUSTMENT

7 17.1 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to
8 which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY no
9 later than thirty (30) days following written notification from COUNTY.

10 17.2 Upon receipt of written notice from CONTRACTOR, COUNTY may
11 reimburse a mutually agreed upon amount(s) owed CONTRACTOR, which results from
12 underpayment.

13 17.3 Any overpayment(s) made by COUNTY which results from a payment by
14 any other funding source shall be repaid, at the discretion of ADMINISTRATOR,
15 to COUNTY or the funding source no later than thirty (30) days following
16 written notification from COUNTY.

17 17.3.1 In the event an overpayment owing by CONTRACTOR is
18 collected from COUNTY by the funding source, COUNTY will notify CONTRACTOR of
19 the collection. CONTRACTOR shall reimburse COUNTY within thirty (30) days
20 following notification from COUNTY, and prior to any administrative appeal
21 process.

22 17.4 CONTRACTOR may call the following phone number for overpayment
23 questions:

24 Social Services Agency: Program Integrity
25 (714) 480-6531

26 17.5 CONTRACTOR may call the following phone numbers for underpayment
27 questions:

28 ///

1 Social Services Agency: Foster Care Program
2 Development
3 (714) 704-8853 or 704-8441

4 17.6 CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to
5 enforce the provisions set forth in this paragraph.

6 18. RECORDS, INSPECTIONS AND AUDITS

7 18.1 Financial Records:

8 18.1.1 CONTRACTOR shall prepare and maintain accurate and
9 complete financial records. Financial records shall be retained, by
10 CONTRACTOR, for a minimum of five (5) years from the date of final payment
11 under this Agreement or until all pending COUNTY, State and Federal audits are
12 completed, whichever is later.

13 18.1.2 CONTRACTOR shall establish and maintain reasonable
14 accounting, internal control and financial reporting standards in conformity
15 with generally accepted accounting principles established by the American
16 Institute of Certified Public Accountants (AICPA) and to the satisfaction of
17 ADMINISTRATOR.

18 18.2 Client Records:

19 18.2.1 CONTRACTOR shall prepare and maintain accurate and
20 complete records of clients served, and dates and type of services provided
21 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

22 18.2.2 All client records related to services provided under the
23 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
24 (5) years from the date of final payment under this Agreement or until all
25 pending COUNTY, State and Federal audits are completed, whichever is later.
26 Notwithstanding anything to the contrary, upon termination of this Agreement,
27 CONTRACTOR shall relinquish control with respect to client records to COUNTY
28 in accordance with Subparagraph 33.2.

1 18.2.3 COUNTY may refuse payment to CONTRACTOR for services
2 provided under this Agreement if client records are determined by COUNTY to be
3 incomplete or inaccurate. In the event client records are determined to be
4 incomplete or inaccurate after payment has been made, COUNTY may treat such
5 payment as an overpayment within the provisions of this Agreement.

6 18.3 Public Records:

7 With the exception of client records or other records referenced
8 in Paragraph 23, entitled Confidentiality, all records, including but not
9 limited to, reports, audits, notices, claims, statements and correspondence,
10 required by this agreement may be subject to public disclosure. COUNTY shall
11 not be liable for any such disclosure.

12 18.4 Inspections and Audits:

13 18.4.1 The Department of Health and Human Services, Comptroller
14 General of the United States, Director of the California Department of Social
15 Services, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller
16 and Internal Audit Department, or any of their authorized representatives,
17 shall have access to any books, documents, papers and records, including
18 medical records, of CONTRACTOR which any of them may determine to be pertinent
19 to this Agreement for the purpose of financial monitoring. Further, all the
20 above mentioned persons have the right at all reasonable times to inspect or
21 otherwise evaluate the work performed or being performed under this Agreement
22 and the premises in which it is being performed.

23 18.4.2 CONTRACTOR shall make available its books and financial
24 records within the borders of Orange County within ten (10) days after receipt
25 of written demand by ADMINISTRATOR.

26 18.4.3 In the event CONTRACTOR does not make available its books
27 and financial records within the borders of Orange County, CONTRACTOR agrees
28 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's

1 designee, necessary to obtain CONTRACTOR's books and financial records.

2 18.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
3 liability to the State or Federal government or any agency thereof resulting
4 from any disallowances or other audit exceptions to the extent that such
5 liability is attributable to CONTRACTOR's failure to perform under this
6 Agreement.

7 19. PERSONNEL DISCLOSURE

8 19.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
9 all personnel providing services hereunder, including resumes and job
10 applications. Changes to the list will be immediately provided to
11 ADMINISTRATOR in writing, along with a copy of a resume and/or job
12 application. The list shall include:

13 19.1.1 All full or part-time staff positions by title, including
14 volunteer positions whose direct services are required to provide the programs
15 described herein;

16 19.1.2 A brief description of the functions of each position and
17 the hours each person works each week, or for part-time personnel each day or
18 month, as appropriate;

19 19.1.3 The professional degree, if applicable, and experience
20 required for each position; and

21 19.1.4 The language skill, if applicable, for all personnel.

22 19.2 Where authorized by law, CONTRACTOR shall conduct criminal record
23 background checks on all employees and/or volunteers who will provide services
24 under this Agreement.

25 19.3 CONTRACTOR warrants that all persons employed or otherwise
26 assigned by CONTRACTOR to provide services under this Agreement have
27 satisfactory past work records and/or reference checks indicating their
28 ability to perform the required duties and accept the kind of responsibility

1 anticipated under this Agreement. CONTRACTOR shall maintain records of
2 background investigations and reference checks undertaken and coordinated by
3 CONTRACTOR for each employee and/or volunteer assigned to provide services
4 under this Agreement for a minimum of five (5) years from the date of final
5 payment under this Agreement or until all pending COUNTY, State and Federal
6 audits are completed, whichever is later, in compliance with all applicable
7 laws.

8 19.4 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
9 arrest and/or subsequent conviction, for offenses other than minor traffic
10 offenses, of any paid employee and/or volunteer staff performing services
11 under this Agreement, when such information becomes known to CONTRACTOR.
12 ADMINISTRATOR, in its sole discretion, may determine whether such employee
13 and/or volunteer may continue to provide services under this Agreement and
14 shall provide notice of such determination to CONTRACTOR in writing.
15 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
16 material breach of this Agreement, pursuant to Paragraph 15, above.

17 20. EMPLOYMENT ELIGIBILITY VERIFICATION

18 As applicable, CONTRACTOR warrants that it fully complies with all
19 Federal and State statutes and regulations regarding the employment of aliens
20 and others and that all its employees performing work under this Agreement
21 meet the citizenship or alien status requirement set forth in Federal statutes
22 and regulations. CONTRACTOR shall obtain, from all employees performing work
23 hereunder, all verification and other documentation of employment eligibility
24 status required by Federal or State statutes and regulations including, but
25 not limited to, the Immigration Reform and control Act of 1986, 8 U.S.C. §1324
26 et seq., as they currently exist and as they may be hereafter amended.
27 CONTRACTOR shall retain all such documentation for all covered employees for
28 the period prescribed by the law. CONTRACTOR shall indemnify, defend with

1 counsel approved in writing by County, and hold harmless, the County, its
2 agents, officers, and employees from employer sanctions and any other
3 liability which may be assessed against CONTRACTOR or the County or both in
4 connection with any alleged violation of any Federal or State statutes or
5 regulations pertaining to the eligibility for employment of any persons
6 performing work under this Agreement.

7 21. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

8 In order to comply with child support enforcement requirements of the
9 County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty
10 (30) days of the award of this Agreement:

- 11 (a) in the case of an individual contractor, his/her name, date of
12 birth, Social Security number, and residence address;
- 13 (b) in the case of a contractor doing business in a form other than as
14 an individual, the name, date of birth, Social Security number,
15 and residence address of each individual who owns an interest of
16 ten (10) percent or more in the contracting entity;
- 17 (c) a certification that CONTRACTOR has fully complied with all
18 applicable Federal and State reporting requirements regarding its
19 employees; and
- 20 (d) a certification that CONTRACTOR has fully complied with all
21 lawfully served Wage and Earnings Assignment Orders and Notices of
22 Assignment, and will continue to so comply.

23 The failure of CONTRACTOR to timely submit the data or certifications
24 required by subsections (a), (b), (c), or (d), or to comply with all Federal
25 and State employee reporting requirements for child support enforcement or to
26 comply with all lawfully served Wage and Earnings Assignment Orders and
27 Notices of Assignment shall constitute a material breach of this Agreement,
28 and failure to cure such breach within sixty (60) calendar days of notice from

1 COUNTY shall constitute grounds for termination of this Agreement.

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

5 22. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

6 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
7 ensure that all employees, volunteers, consultants, or agents performing
8 services under this Agreement report child abuse or neglect to a child
9 protective agency as defined in Penal Code Section 11165.9 and dependent adult
10 or elder abuse as defined in Section ~~15630~~ (a) 15610.07 of the Welfare and
11 Institutions Code (WIC) ~~an elder abuse as defined in Section 15610.07 of the~~
12 ~~Welfare and Institutions Code.~~ to an adult protection agency. CONTRACTOR
13 shall require such employee, volunteer, consultant or agent to sign a
14 statement acknowledging the child abuse reporting requirements ~~as defined set~~
15 ~~forth in Section 11166 and 11166.05~~ of the California Penal Code and the
16 dependent adult and elder abuse reporting requirements as set forth in Section
17 15630 of the WIC and will comply with the provisions of the code sections as
18 ~~it~~ they now exist or as ~~it~~ they may hereafter be amended.

19 23. CONFIDENTIALITY

20 23.1 CONTRACTOR agrees to maintain the confidentiality of its records
21 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
22 and all other provisions of law and regulations promulgated thereunder
23 relating to privacy and confidentiality, as each may now exist or be hereafter
24 amended.

25 All records and information concerning any and all persons
26 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
27 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
28 volunteers. CONTRACTOR shall require all of its employees, agents,

1 subcontractors and volunteer staff who may provide services for CONTRACTOR
2 under this Agreement to sign an agreement with CONTRACTOR before commencing
3 the provision of any such services, to maintain the confidentiality of any and
4 all materials and information with which they may come into contact, or the
5 identities or any identifying characteristics or information with respect to
6 any and all participants referred to CONTRACTOR by COUNTY, except as may be
7 required to provide services under this Agreement or to those specified in
8 this Agreement as having the capacity to audit CONTRACTOR, and as to the
9 latter, only during such audit. CONTRACTOR shall comply with any audits
10 specified in Paragraph 18, provide reports and any other information required
11 by COUNTY in the administration of this Agreement, and as otherwise permitted
12 by law.

13 23.2 CONTRACTOR shall inform all of its employees, agents,
14 subcontractors, volunteers and partners of this provision and that any person
15 knowingly and intentionally violating the provisions of said State law may be
16 guilty of a crime.

17 23.3 CONTRACTOR agrees that any and all subcontracts entered into shall
18 be subject to the confidentiality requirements of this Agreement.

19 23.4 With respect to Juvenile and/or Dependency Court placements,
20 CONTRACTOR must receive prior written approval of the Juvenile and/or
21 Dependency Court before allowing any foster youth to be interviewed or
22 photographed by any publication or to appear on any radio or television shows
23 or make any other public appearance. Such approval shall be requested through
24 foster youth's COUNTY Social Worker.

25 23.4.1 All materials prepared for, and/or relating to actions
26 taken by the Juvenile and/or Dependency Court and furnished by COUNTY to
27 CONTRACTOR shall require prior written approval of the Juvenile and/or
28 Dependency Court for release.

1 23.4.2 CONTRACTOR agrees to maintain the confidentiality of its
2 records with respect to Juvenile and/or Dependency Court placement, in
3 accordance with the Juvenile Court's Confidentiality and Release of
4 Information Policy and Order of January 28, 1997, as it now exists or may
5 hereafter be amended.

6 24. COPYRIGHT ACCESS

7 The Department of Health and Human Services, the California Department
8 of Social Services, and COUNTY shall have a royalty-free, nonexclusive and
9 irrevocable license to publish, translate, or use, now and hereafter, all
10 material developed under this Agreement including those covered by copyright.

11 25. WAIVER

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

20 26. PUBLICITY

21 Information and solicitations, prepared and released by CONTRACTOR,
22 concerning the services provided under this Agreement, shall state that the
23 program, wholly or in part, is funded through COUNTY, State and Federal
24 government funds.

25 27. COUNTY RESPONSIBILITIES

26 ADMINISTRATOR will provide consultation and technical assistance, and
27 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.
28

1 28. REPORTS

2 28.1 CONTRACTOR shall provide information deemed necessary by
3 ADMINISTRATOR to complete any State-required reports related to the services
4 provided under this Agreement.

5 28.2 CONTRACTOR shall maintain records and submit reports containing
6 such data and information regarding the performance of CONTRACTOR's services,
7 costs or other data relating to this Agreement as may be requested by
8 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
9 modify the provisions of this paragraph upon written notice to CONTRACTOR.

10 29. ENERGY EFFICIENCY STANDARDS

11 As applicable, CONTRACTOR shall comply with such mandatory standards and
12 policies relating to energy efficiency in the State Energy Conservation Plan
13 (Title 24, California Code of Regulations).

14 30. ENVIRONMENTAL PROTECTION STANDARDS

15 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
16 [42 USC 1857(h)], Section 508 of the Clean Water Act (33 USC 1368), Executive
17 Order 11738 and Environmental Protection Agency, hereinafter referred to as
18 "EPA", regulations (40 CFR, Part 15) as any may now exist or be hereafter
19 amended. Under these laws and regulations, CONTRACTOR assures that:

20 30.1 No facility to be utilized in the performance of the proposed
21 grant has been listed on the EPA List of Violating Facilities;

22 30.2 It will notify COUNTY prior to award, of the receipt of any
23 communication from the Director, Office of Federal Activities, U.S. EPA,
24 indicating that a facility to be utilized for the grant is under consideration
25 to be listed on the EPA List of Violating Facilities;

26 30.3 It will notify COUNTY and the EPA about any known violation of the
27 above laws and regulations.

28 ///

1 31. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
2 FEDERAL TRANSACTIONS

3 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
4 pursuant to 31 U.S.C. 1352 and the guidelines with respect to those provisions
5 set down by the Federal Office of Management and Budget and published in the
6 Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332.
7 Under these laws and regulations, it is mutually understood that any contract
8 which utilizes federal monies in excess of \$100,000 must contain and
9 CONTRACTOR must comply with the following provisions:

10 A. The definitions and prohibitions contained in the clause at
11 FAR 52.203-12, Limitation on Payments to Influence Certain Federal
12 Transactions, included in this solicitation, are hereby incorporated by
13 reference in paragraph (B) of this certification.

14 B. The offeror, by signing its offer, hereby certifies to the
15 best of his or her knowledge and belief as of December 23, 1989 that

16 1) No Federal appropriated funds have been paid or will
17 be paid to any person for influencing or attempting to influence an officer or
18 employee of any agency, a Member of Congress, an officer or employee of
19 Congress, or an employee of a Member of Congress on his or her behalf in
20 connection with the awarding of any Federal contract, the making of any
21 Federal grant, the making of any Federal loan, the entering into of any
22 cooperative agreement, and the extension, continuation, renewal, amendment or
23 modification of any Federal contract, grant, loan, or cooperative agreement;

24 2) If any funds other than Federal appropriated funds
25 (including profit or fee received under a covered Federal transaction) have
26 been paid, or will be paid, to any person for influencing or attempting to
27 influence an officer or employee of any agency, a Member of Congress, an
28 officer or employee of Congress, or an employee of a Member of Congress on his

1 or her behalf in connection with this solicitation, the offeror shall complete
2 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
3 Activities, to the Contracting Officer; and

4 3) He or she will include the language of this
5 certification in all subcontract awards at any tier and require that all
6 recipients of subcontract awards in excess of \$100,000 shall certify and
7 disclose accordingly.

8 C. Submission of this certification and disclosure is a
9 prerequisite for making or entering into this contract imposed by Section
10 1352, Title 31, United States Code. Any person who makes an expenditure
11 prohibited under this provision or who fails to file or amend the disclosure
12 form to be filed or amended by this provision, shall be subject to a civil
13 penalty of not less than \$10,000, and not more than \$100,000, for each such
14 failure.

15 32. POLITICAL ACTIVITY

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

19 33. TERMINATION PROVISIONS

20 33.1 ADMINISTRATOR may terminate this Agreement without penalty
21 immediately with cause or after thirty (30) days' written notice without
22 cause, unless otherwise specified. Notice shall be deemed served on the date
23 of mailing. Cause shall be defined as any breach of contract, any
24 misrepresentation or fraud on the part of the CONTRACTOR. Exercise by
25 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
26 all further obligation under this Agreement.

27 33.2 Upon termination, or notice thereof, CONTRACTOR agrees to
28 cooperate with ADMINISTRATOR in the orderly transfer of service

1 responsibilities, active case records, and pertinent documents.

2 33.3 The obligations of COUNTY under this Agreement are contingent upon
3 the availability of Federal and/or State funds, as applicable, for the
4 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
5 for the services hereunder in the budget approved by the Orange County Board
6 of Supervisors each fiscal year this Agreement remains in effect or operation.
7 In the event that such funding is terminated or reduced, ADMINISTRATOR may
8 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
9 modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
10 be binding on CONTRACTOR. ADMINISTRATOR shall provide CONTRACTOR with written
11 notification of such determination. CONTRACTOR shall immediately comply with
12 ADMINISTRATOR's decision.

13 34. GOVERNING LAW AND VENUE

14 This Agreement has been negotiated and executed in the state of
15 California and shall be governed by and construed under the laws of the state
16 of California. In the event of any legal action to enforce or interpret this
17 Agreement, the sole and exclusive venue shall be a court of competent
18 jurisdiction located in Orange County, California, and the parties hereto
19 agree to and do hereby submit to the jurisdiction of such court,
20 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
22 transferred for trial to another county.

23 35. SIGNATURE IN COUNTERPARTS

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

27 ///

28 ///

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

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

By: _____

By: _____

DIRECTOR
County of Orange
Social Services Agency

Dated: _____

Dated: _____

By: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____

DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF FOSTER FAMILY AGENCY SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to dependents of the Orange County Juvenile Court from ages _____ to _____ years that are placed with CONTRACTOR by COUNTY under the terms of this Agreement, hereafter referred to as Foster Youth.

2. GOAL

CONTRACTOR's goal is to provide _____.

3. SERVICES

CONTRACTOR shall provide the following Foster Family Agency (FFA) services:

3.1 Certified Foster Homes

CONTRACTOR shall provide foster homes certified by CONTRACTOR's trained evaluator. Requirements that must be satisfied prior to certification and any placements include the following:

3.1.1 A completed and signed application;

3.1.2 Completion, by all foster parents, of CONTRACTOR's certification training or annual recertification training as required by Health and Safety Code section 1506(b)(2);

1 3.1.3 Submission of fingerprints to, and clearance by, the
2 Department of Justice for all adults living in the residence;

3 3.1.4 A physical exam of all adults residing in the home;

4 3.1.5 A tuberculosis test of all adults residing in the home;

5 3.1.6 Three (3) personal references of each certified foster
6 parent residing in the home;

7 3.1.7 A signed statement that acknowledges the requirement to
8 report suspected child abuse and elder/adult dependent abuse;

9 3.1.8 A floor plan with dimensions of the house including all
10 bedroom dimensions;

11 3.1.9 A disaster/emergency plan posted in an accessible area and
12 assurance that disaster drills are conducted once every six (6) months;

13 3.1.10 A functional, properly charged fire extinguisher in an
14 appropriate location;

15 3.1.11 Functioning smoke alarms in appropriate locations;

16 3.1.12 Upstairs fire exits and an emergency exit ladder in two
17 (2) story homes;

18 3.1.13 A copy of automobile liability insurance and homeowner's
19 or renter's liability insurance;

20 3.1.14 A California Department of Motor Vehicles (DMV) printout
21 of potential drivers; and

22 3.1.15 A thorough, typewritten home study by CONTRACTOR's
23 evaluator to assess the suitability of the home and to determine the type of
24 Foster Youth most appropriate for the house.

25 3.1.15.1 The home study shall include an inspection for
26 safety defects which could pose a hazard to children including, but not
27 limited to, verification of compliance with Section 1500 et seq, of the Health
28 and Safety Code, and with the Code of Regulations, Section 89387 et seq.,

1 including the inaccessibility of pools and other bodies of water.

2 3.2 Foster Family In-Service Training

3 All applicable requirements of Welfare and Institutions Code
4 Sections 18358 through 18358.36 shall be met by CONTRACTOR.

5 3.2.1 CONTRACTOR shall provide and require foster parents to
6 complete (at least 15) hours annually of in-service training pertinent
7 to proper foster care, including Prudent Parent training upon orientation.
8 Other topics may include, but not be limited to, the following:

9 3.2.1.1 _____;

10 3.2.1.2 _____;

11 3.2.1.3 _____;

12 3.2.1.4 Any other specialized training deemed
13 appropriate to the needs of the Foster Youth.

14 3.2.2 Written documentation of all in-service training shall be
15 retained by CONTRACTOR in the foster parent file. CONTRACTOR shall ensure
16 that these requirements are met and have an in-service training program in
17 place. Failure to comply will result in a hold being placed on the specific
18 home from future COUNTY placements until compliance with trainings is met.

19 3.3 Social Services

20 CONTRACTOR agrees to:

21 3.3.1 Provide social workers to be responsible for ascertaining
22 that each Foster Youth receives adequate support services to ensure placement
23 stability, and that foster parents receive proper programmatic supervision,
24 support and guidance. The social workers shall be master's degree level unless
25 waived by CDSS and CCLD. Each social worker shall maintain a caseload not to
26 exceed _____ Foster Youth. CONTRACTOR's social worker shall work
27 with the COUNTY Social Worker to find and support efforts in developing
28 permanency as described in Paragraph 4, Definitions, of this Agreement.

1 CONTRACTOR's social worker shall be responsible for:

2 3.3.1.1 _____

3 3.3.1.2 _____

4 3.3.1.3 _____

5 3.3.1.4 Ensuring that Foster Youth is properly enrolled
6 and maintains acceptable attendance in the local school district including
7 cooperation with the SELPA in any needed assessment and follow-up for special
8 education services, in the development and implementation of an IEP and
9 surrogate parent appointment, as appropriate.

10 3.3.2 Provide services required by the Juvenile Court Order
11 applicable to Foster Youth or as determined by the Needs and Services Plan
12 developed by COUNTY and CONTRACTOR.

13 3.3.3 Monitor the stability of each placement, intervene as early
14 as possible to reduce stress factors, and consult with COUNTY Social Worker
15 prior to a request to terminate a placement.

16 ~~3.3.3.1 COUNTY shall provide Team Decision Making (TDM)~~
17 ~~training and accompanying documents to CONTRACTOR staff. CONTRACTOR shall~~
18 ~~provide TDM training to CONTRACTOR's Social Workers and foster parents as the~~
19 ~~process for all placement change decisions.~~

20 3.3.4 Assume a goal of timely achievement of permanency, i.e.,
21 family reunification, adoption, or emancipation. In the event of an unplanned
22 termination, CONTRACTOR shall work with COUNTY Social Worker for the best
23 transition.

24 ~~3.3.5 In the event of a placement disruption, CONTRACTOR's~~
25 ~~Social Worker and foster parents agree to participate in a TDM meeting with~~
26 ~~all treatment providers to formulate a resolution that will best serve the~~
27 ~~needs of the foster youth.~~

28 ///

1 3.4 Placements

2 3.4.1 CONTRACTOR shall accept, and provide services to Foster
3 Youth placed with CONTRACTOR by ADMINISTRATOR.

4 3.4.2 CONTRACTOR agrees that the preferred priority for the
5 placement of Foster Youth will be with 1) parents, 2) other relatives, 3)
6 COUNTY foster homes, and 4) FFA certified homes.

7 3.4.3 COUNTY makes no warranty, expressed or implied, that
8 CONTRACTOR will be sent any minimum number of COUNTY referrals. CONTRACTOR,
9 therefore, may place Foster Youth referred by other public or private agencies
10 into CONTRACTOR's foster homes not fully utilized by COUNTY.

11 3.4.4 COUNTY reserves the right to assess the capability of the
12 designated foster home prior to the Foster Youth's placement and reject the
13 placement if the home is not suitable for the foster youth.

14 3.5 Intake

15 3.5.1 Intake will be handled by CONTRACTOR's Social Worker.
16 Foster Youth referred by COUNTY shall be screened and assessed by CONTRACTOR
17 for the purpose of determining if CONTRACTOR has a family placement available
18 that will best meet Foster Youth's needs. If Foster Youth is not accepted by
19 CONTRACTOR, the COUNTY Social Worker will be provided details as to why the
20 youth is deemed unsuitable.

21 3.5.2 Respite and short-term placements will be accepted by the
22 CONTRACTOR whenever space permits. Additionally, foster youth completing
23 twenty-four (24) hour residential care programs who are in need of, and would
24 benefit from foster care, will be accepted by CONTRACTOR.

25 4. TEAM DECISION MAKING

26 4.1 CONTRACTOR shall provide Team Decision Making (TDM) training to
27 CONTRACTOR's social workers and foster parents as the process for all
28 placement change decisions.

1 4.2 In the event of a placement disruption, CONTRACTOR's social worker
2 and foster parents agree to participate in a TDM meeting with all treatment
3 providers to formulate a resolution that will best serve the needs of the
4 foster youth.

5 5. BASIC NEEDS

6 CONTRACTOR shall provide the following basic needs requirements:

7 5.1 Clothing

8 5.1.1 Within seven (7) days of initial placement, CONTRACTOR
9 shall provide clothing as requested by COUNTY placement or assigned COUNTY
10 Social Worker. CONTRACTOR shall have available funds for initial clothing
11 expenses if the foster home is unable to provide for these costs.

12 5.1.2 CONTRACTOR shall designate in its Program Statement an
13 adequate amount of money each month to be used to purchase clothing that will
14 meet Foster Youth's basic needs in a manner appropriate to his/her social
15 environment, supports self-esteem, and daily activities.

16 5.1.3 CONTRACTOR shall document all clothing purchases in Foster
17 Youth's record.

18 5.1.4 CONTRACTOR shall maintain receipts and records for any
19 expenditures made from clothing allowances received from COUNTY for Foster
20 Youth.

21 5.1.5 Clothing items are the property of each Foster Youth and
22 shall be retained by Foster Youth when placement is terminated.

23 5.1.6 CONTRACTOR shall return unspent funds designated for
24 clothing for Foster Youth to the assigned COUNTY Social Worker within seven
25 (7) calendar days after placement is terminated.

26 5.2 Personal Needs

27 5.2.1 CONTRACTOR shall ensure that each Foster Youth is provided
28 with personal care items, including, but not limited to, toothpaste,

1 toothbrush, soap, hair care items, and hygienic supplies. Ethnically
2 appropriate personal care items shall be provided when applicable.

3 5.2.2 CONTRACTOR shall ensure that a piece of luggage is
4 provided to each Foster Youth.

5 5.2.3 CONTRACTOR shall ensure that each school age Foster Youth
6 is provided appropriate weather attire, a book bag, and other items identified
7 as essential by the school.

8 5.2.4 CONTRACTOR shall ensure that a separate and secure storage
9 area for personal items is made available to each Foster Youth.

10 5.2.5 CONTRACTOR shall ensure that each Foster Youth is provided
11 clean, fresh towels, mattress pads, sheets, blankets, and pillows in a
12 sufficient number to assure cleanliness and warmth.

13 5.2.6 Personal items are to be the property of each Foster Youth
14 and shall be retained by foster youth when placement is terminated.

15 5.3 Food

16 CONTRACTOR shall ensure that each Foster Youth is provided an
17 adequate balanced diet as required by CCLD regulations. Such food shall be
18 prepared and served in sanitary surroundings.

19 5.4 Allowance

20 5.4.1 CONTRACTOR shall ensure that each Foster Youth is provided
21 with a minimum weekly allowance according to age, as follows:

22	Age	Weekly Allowance Rate
23	5-10 years	\$2.50 - \$5.00
24	11-17 years	\$5.50 - \$8.50

25 5.4.2 CONTRACTOR may encourage foster homes to provide Foster
26 Youth with a higher allowance than indicated.

27 5.4.3 CONTRACTOR shall document the payment of allowance in each
28 Foster Youth's file. Receipt of such allowance shall be initialed by Foster

1 Youth.

2 5.5 Physical Plant

3 CONTRACTOR shall require that its foster homes are maintained in a
4 manner that shall ensure the well-being, protection, health, safety, and
5 comfort of each Foster Youth as defined by CCLD regulations and applicable
6 California health and safety regulations. Alcohol shall be locked up and
7 inaccessible to ambulatory Foster Youth, including all Foster Youth in respite
8 care in the foster home. Alcohol shall be inaccessible to non-ambulatory
9 Foster Youth. Each Foster Youth shall be afforded a reasonable degree of
10 privacy, as described in Section 16001.9 of the Welfare and Institutions Code.

11 5.6 Medical Needs

12 5.6.1 CONTRACTOR shall ensure that information regarding proper
13 medical, dental, mental health, educational, and specialty care resources is
14 provided to foster parents as appropriate to the individualized needs of each
15 Foster Youth. Following is the minimum medical/dental care to be made
16 available to Foster Youth:

17 5.6.1.1 Physical examination within thirty (30) days of
18 placement unless CONTRACTOR has written documentation from a previous
19 caregiver of an examination within the past eleven (11) months with no follow-
20 up recommended. A physical examination is to be provided every twelve (12)
21 months thereafter.

22 5.6.1.2 Dental examination within thirty (30) days of
23 placement for Foster Youth aged three (3) years or older, unless CONTRACTOR
24 has written documentation from a previous caregiver of an examination within
25 the past eleven (11) months with no follow-up recommended. A dental
26 examination is to be provided every twelve (12) months thereafter.

27 5.6.1.2.1 A dental examination is to be
28 provided to foster youth up to the age of three (3) years if the physical

1 examination report warrants it or is required by the assigned COUNTY Social
2 Worker. CONTRACTOR's social worker or attending physician shall refer a
3 Foster Youth for a dental appointment.

4 5.6.2 CONTRACTOR shall maintain medical documentation in the
5 Foster Youth's file for the following:

6 5.6.2.1 Authorization by a physician for the
7 administration of specified over-the-counter medication;

8 5.6.2.2 Authorization for prescribed medication to be,
9 at a minimum, in the form of a pharmacy fill notice;

10 5.6.2.2.1 A copy of the court order
11 authorizing psychotropic medication(s) when applicable;

12 5.6.2.3 Administration of needed immunizations;

13 5.6.2.4 Monthly weight monitoring; and

14 5.6.2.5 Monitoring of overall physical development and
15 care.

16 5.6.3 CONTRACTOR shall provide COUNTY with timely updates of
17 information as defined by COUNTY policies and procedures regarding the Health
18 and Education Passport (HEP).

19 6. SPECIAL INCIDENTS

20 6.1 Serious Illness, Accident/Injury or Death

21 CONTRACTOR shall immediately telephone COUNTY Social Worker upon
22 ~~CONTRACTOR~~ becoming aware of any serious illness, accident/injury or death of
23 any Foster Youth in CONTRACTOR's care. If COUNTY Social Worker is
24 unavailable, CONTRACTOR shall notify Orangewood Children's Home (OCH) Intake
25 Services at (714) 935-7080. ~~CONTRACTOR shall follow the verbal report shall~~
26 ~~be followed by~~ with the submission of an electronic Special Incident Report
27 (SIR), via the online Foster Youth Information System (FYI System), to
28 ~~ADMINISTRATOR COUNTY Social Worker and COUNTY Foster Care Investigation and~~

1 ~~Monitoring Unit.~~ The electronic SIR must be submitted via the FYI system
2 within one (1) business day after such serious illness, accident/injury or
3 death occurs. CONTRACTOR shall submit the SIR via facsimile to avoid
4 delinquency if the FYI system is unavailable. Standard protocol shall resume
5 once the FYI system becomes available. The verbal and electronic/facsimile
6 reports shall include, but not be limited to, the following information:

7 6.1.1 The name of the Foster Youth;

8 6.1.2 The date of serious illness, accident/injury or death;

9 6.1.3 The nature of the illness/injury or the circumstances of
10 the death;

11 6.1.4 The name or names of CONTRACTOR's officers, employees or
12 agents with knowledge of the event;

13 6.1.5 The name of the attending physician;

14 6.1.6 The name of the hospital;

15 6.1.7 When applicable, the police report number, the name of the
16 police agency handling the incident, and the date of the police report; and

17 6.1.8 A summary of the circumstances thereof.

18 6.2 Absence Without Leave

19 An authorized absence is one in which COUNTY Social Worker and
20 CONTRACTOR have mutually agreed upon the specific dates and/or circumstances
21 of the absence. In the occurrence of any other absence of a Foster Youth from
22 his/her placement, CONTRACTOR shall immediately telephone COUNTY Social Worker
23 and the local law enforcement agency. If COUNTY Social Worker is not
24 available, CONTRACTOR shall notify Orangewood Children's Home Intake Services
25 at (714) 935-7080. The verbal report shall be followed by written
26 notification from CONTRACTOR to ADMINISTRATOR ~~COUNTY Social Worker and COUNTY~~
27 ~~Foster Care Monitoring and Investigations Unit~~ within three (3) business day
28 after such absence without leave.

1 6.2.1 If Foster Youth returns voluntarily, CONTRACTOR shall
2 immediately notify the COUNTY Social Worker and local law enforcement agency.

3 6.2.2 Upon the return of Foster Youth, CONTRACTOR shall meet
4 with Foster Youth to discuss the significance of his/her absence. All
5 resulting discussion shall be documented in Foster Youth's record.

6 6.2.3 CONTRACTOR shall file a report, including local law
7 enforcement agency information, in Foster Youth's record of the action taken
8 by CONTRACTOR as a result of the absence, with a copy to COUNTY Social Worker.

9 6.2.4 If Foster Youth does not return to the home, CONTRACTOR is
10 responsible for delivering Foster Youth's clothing and personal needs items to
11 the CFS Division office located at 800 North Eckhoff Street, Orange, CA 92868.

12 6.3 Other Special Incidents

13 6.3.1 CONTRACTOR shall notify the COUNTY Social Worker
14 immediately by telephone if any of the following occurs:

15 6.3.1.1 Foster Youth engages in behavior which comes to
16 the attention of law enforcement agencies;

17 6.3.1.2 Foster Youth's school takes suspension action;

18 6.3.1.3 Any behavior or activities by any Foster Youth
19 which substantially disrupts activities within the foster home and jeopardizes
20 the status, safety and health of another person; and/or

21 6.3.1.4 A serious incident involving a person other than
22 a Foster Youth placed by the COUNTY that could jeopardize the status, safety
23 or health of a Foster Youth placed by the COUNTY.

24 6.3.2 CONTRACTOR shall follow the ~~This~~ via the FYI system verbal
25 report ~~shall be followed by~~ with the submission of an ~~written~~ electronic SIR
26 via the FYI system to ADMINISTRATOR COUNTY Social Worker and COUNTY Foster
27 Care Investigations and Monitoring Unit within no later three (3) business
28 days after the incident, unless otherwise instructed by COUNTY.

1 7. REMOVAL, TRANSFER, AND/OR RESPITE OF FOSTER YOUTH

2 7.1 ADMINISTRATOR may, in its sole discretion, remove, with or without
3 stating cause, any or all Foster Youth placed with CONTRACTOR at any time.
4 However, COUNTY will conduct TDM meetings that include the CONTRACTOR's social
5 worker and the foster parents prior to non-emergent placement changes.

6 7.2 Except in the case of a critical emergency, no Foster Youth shall
7 be moved by CONTRACTOR without prior authorization from COUNTY Social Worker
8 which will include a move to and from respite care. CONTRACTOR shall notify
9 COUNTY Social Worker within fifteen (15) minutes of any placement disruption.
10 If COUNTY Social Worker is not available, CONTRACTOR shall immediately notify
11 the Officer of the Day and/or COUNTY Social Worker's supervisor. If none of
12 the above individuals are available, CONTRACTOR shall notify OCH Intake
13 Services at (714) 935-7080. CONTRACTOR shall retain in Foster Youth's file,
14 documentation of such authorization and notification.

15 7.3 At the earliest sign of a placement disruption and prior to the
16 submittal of a seven (7) day removal notice, CONTRACTOR shall contact COUNTY
17 Social Worker to request a TDM meeting.

18 8. RECRUITMENT OF FOSTER PARENTS

19 8.1 CONTRACTOR shall not recruit any foster parent who is currently
20 licensed by COUNTY or has submitted an application to COUNTY for licensing.
21 Prior to the evaluation and certification of foster parents by CONTRACTOR,
22 CONTRACTOR shall contact COUNTY Foster Home Licensing Unit to ensure that
23 there will be no duplication of licensing/certification.

24 8.2 CONTRACTOR shall not utilize false or misleading advertisements
25 when recruiting foster parents.

26 9. CONTRACTOR'S PROGRAM STATEMENT

27 9.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or
28 revised Program Statement submitted to the CDSS Foster Care Rates Bureau

1 and/or CCLD prior to the execution of this Agreement and all revised Program
2 Statements thereafter. The provisions of the revised Program Statement shall
3 supersede the provisions contained in the previous Program Statement submitted
4 to ADMINISTRATOR to the extent that they conflict.

5 9.2 CONTRACTOR shall complete the number of contacts per month with
6 each Foster Youth as written in their Program Statement.

7 10. NEEDS AND SERVICES PLAN

8 10.1 The Needs and Services Plan shall be developed in partnership with
9 all of Foster Youth's treatment providers, including CONTRACTOR's Social
10 Worker, within the first thirty (30) days of placement. A copy of the plan,
11 signed by all applicable parties, shall be placed in Foster Youth's file. The
12 plan shall be based on information including, but not limited to:

13 10.1.1 Review of the HEP;

14 10.1.2 Placement information;

15 10.1.3 Service needs of Foster Youth;

16 10.1.4 Transportation and Monitored Visitation Requirements; and

17 10.1.5 Support of the Independent Living Program in the
18 development of Foster Youth age fifteen and one-half (15½) years and older.

19 10.2 The Needs and Services Plan shall be updated with all applicable
20 signatures on a quarterly basis, unless otherwise specified. The quarterly
21 review may be conducted at CONTRACTOR's facility with Foster Youth's social
22 worker and CONTRACTOR.

23 11. FACILITIES

24 11.1 Services shall be provided in certified FFA homes and at
25 CONTRACTOR's main office located at:

26 _____
27 _____
28 _____

1 11.2 CONTRACTOR shall immediately notify ADMINISTRATOR of changes to
2 its main office location.

3 12. CONTRACT ADMINISTRATION

4 ADMINISTRATOR and CONTRACTOR each agree to designate a staff member to
5 have primary responsibility for the coordination activities required to carry
6 out this Agreement.

7 13. COUNTY RESPONSIBILITIES

8 COUNTY shall:

9 13.1 Provide CONTRACTOR with an assessment of Foster Youth's placement
10 needs;

11 13.2 Maintain responsibility for the court ordered Case Plan and the
12 Needs and Services Plan for each Foster Youth by providing all relevant
13 information to CONTRACTOR's Social Worker including, but not limited to: those
14 portions of the court reports that pertain to Foster Youth's placement and
15 needs in placement, all known pertinent education and medical information, and
16 a copy of the HEP, at the time of placement and in an ongoing manner;

17 13.3 Work with CONTRACTOR toward timely permanency of Foster Youth's
18 placement through family reunification, adoption, emancipation or legal
19 guardianship;

20 13.4 Assist in the maintenance of each Foster Youth's constructive
21 relationships with parents, siblings, other family members and significant
22 others, in future planning for each Foster Youth unless determined by COUNTY
23 Social Worker to be unsafe;

24 13.5 See and communicate with each Foster Youth at least once per month
25 unless there is a waiver signed and approved by COUNTY's Program Manager.
26 CONTRACTOR will be informed of any such waiver, and may appeal it by
27 contacting the COUNTY's Social Worker's Program Manager;

28 13.6 Arrange a meeting within the first thirty (30) days of placement

1 between the CONTRACTOR's social worker, foster parent, Foster Youth, and the
2 COUNTY Social Worker. Location of meeting to be mutually agreed upon by
3 parties.

4 13.6.1 Thereafter, arrange monthly meetings between the
5 CONTRACTOR social worker and/or foster parent, Foster Youth and the COUNTY
6 Social Worker. Location of meetings to be mutually agreed upon by parties.

7 13.7 Inform CONTRACTOR of any dangerous propensities of any Foster
8 Youth;

9 13.8 Inform CONTRACTOR of procedures to fund medical care;

10 13.9 Provide authorization for medical treatment;

11 13.10 Obtain, when possible, Foster Youth's available clothing and
12 deliver it to CONTRACTOR within five (5) calendar days. Should Foster Youth
13 be placed from OCH, COUNTY Social Worker will ensure that clothing and
14 personal items provided by OCH will remain with Foster Youth;

15 13.11 Provide a clothing allowance as permitted to meet initial,
16 ongoing, and exceptional clothing needs;

17 13.12 Notify CONTRACTOR within three (3) business days of change in
18 assigned COUNTY Social Worker. Newly assigned COUNTY Social Worker shall make
19 contact with CONTRACTOR's social worker within two (2) weeks of assignment;
20 and

21 13.13 Provide assistance with emergencies. The emergency after hours
22 telephone number is:

23 Social Services Agency (714) 935-7080

24 14. CONTRACTOR RESPONSIBILITIES

25 CONTRACTOR shall:

26 14.1 Provide transportation for Foster Youth as indicated in the Needs
27 and Services Plan or as requested by COUNTY Social Worker. Transportation
28 requested may include but not be limited to, trips to and from medical/dental

1 appointments, court hearings, and monitored visits. On an emergency basis or
2 as deemed necessary, CONTRACTOR shall assist the certified foster homes with
3 transportation. CONTRACTOR is ultimately responsible for ensuring reasonable
4 transportation needs are met.

5 14.2 Provide Supervised and Monitored Visitation Services as indicated
6 in the Needs and Services Plan or as requested by COUNTY Social Worker.

7 14.3 Provide each Foster Youth with the nurture and care of a family,
8 and the professional treatment suited to such foster youth's needs;

9 14.4 Consider the cultural, religious, ethnic, and/or racial background
10 of the Foster Youth as well as the capacity of the prospective foster parents
11 to meet the needs of Foster Youth;

12 14.5 Consider proximity to school, family, and community;

13 14.6 Confirm with COUNTY's Social Worker that services are consistent
14 with the court ordered Case Plan and the Needs and Services Plan;

15 14.7 Follow intake requirements related to medical, dental, behavioral,
16 and developmental screening, physical examination, and medication policies as
17 designated by COUNTY;

18 14.8 Comply with Federal, State, and COUNTY requirements, and work with
19 COUNTY in planning for Foster Youth;

20 14.9 Encourage the maintenance of the parent-child relationship,
21 encourage other familial relationships, and include Foster Youth's parents and
22 non-related extended family members (NREFM) in the treatment plan unless
23 determined by COUNTY to be contraindicated;

24 14.10 Not use any type of degrading or humiliating punishment, such as
25 corporal punishment, deprivation of meals, cessation of visits from parents or
26 siblings, threat of removal as a punishment or disciplinary method, and

27 14.11 Comply with Foster Youth's Treatment Plan and meet as requested by
28 COUNTY Social Worker, with maximum involvement of Foster Youth, the parents,

1 the CASA, and COUNTY.

2 14.12 Work with COUNTY Social Worker in support of Foster Youth's
3 permanency.

4 15. CASE RECORDS

5 In addition to the requirements of Subparagraph 18.2 of this Agreement,
6 case records shall be maintained in the following manner:

7 15.1 Foster Youth's Records

8 Records of Foster Youth shall be subject to the provisions of any
9 applicable policies and orders of the Juvenile Court of Orange County.

10 15.1.1 Foster Youth's records to be maintained by CONTRACTOR
11 shall include, but are not limited to:

12 15.1.1.1 Copies of the initial and all revised Needs and
13 Services Plans;

14 15.1.1.2 A copy of the court ordered Case Plan as
15 provided by COUNTY Social Worker;

16 15.1.1.3 Foster Youth's clothing allowance and
17 expenditures for clothing and material provided by COUNTY;

18 15.1.1.4 Diagnostic studies;

19 15.1.1.5 Reports on interviews with Foster Youth;

20 15.1.1.6 Progress notes and school performance;

21 15.1.1.7 Special Incident Reports;

22 15.1.1.8 Written quarterly treatment summaries, copies of
23 which are to be submitted to COUNTY Social Worker upon completion;

24 15.1.1.9 Any reports from behavioral health treatment
25 professionals as provided to CONTRACTOR by COUNTY Social Worker;

26 15.1.1.10 Foster Youth's foster placement packet as
27 provided by COUNTY Social Worker;

28 15.1.1.11 Updated copies of the HEP; and

1 15.1.1.12 Termination summary, a copy of which is to be
2 submitted to COUNTY Social Worker within ten (10) business days of termination
3 of placement.

4 15.1.2 Foster Youth's records that are to be maintained in the
5 foster home shall include, but are not limited to:

6 15.1.2.1 Foster care agreement;

7 15.1.2.2 Medical authorization; and

8 15.1.2.3 Visitation order.

9 16. REPORTS

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

13 16.1 Foster Youth Population

14 CONTRACTOR shall prepare and submit to ADMINISTRATOR ~~COUNTY~~
15 ~~Placement Consultant/Monitor~~ monthly reports regarding admissions, discharges,
16 service provision and changes in staff positions, placement changes,
17 certification and decertification of homes, and CONTRACTOR's Social Worker
18 contacts with Foster Youth. The first Foster Youth Population monthly report
19 is due _____. Thereafter, CONTRACTOR shall submit reports every
20 month, due by the tenth (10th) day of the following month.

21 16.1.1 Staff changes of the Supervisor, Social Worker, Program
22 Director, and Therapist must be communicated by telephone to ADMINISTRATOR
23 ~~COUNTY Placement Consultant/Monitor~~ within one (1) business day and in writing
24 within seven (7) business days of notification.

25 16.2 Treatment Plan

26 CONTRACTOR's social worker shall prepare and submit to COUNTY
27 Social Worker a Treatment Plan for each Foster Youth to whom he/she is
28 assigned. The Treatment Plan shall be submitted within the first (30) days of

1 placement and shall include but not be limited to:

2 16.2.1 Medical and dental needs;

3 16.2.2 Psychological/psychiatric evaluations obtained;

4 16.2.3 Staffing review summaries;

5 16.2.4 Educational assessment;

6 16.2.5 Peer adjustment;

7 16.2.6 Relationship to staff and foster parents;

8 16.2.7 Involvement in recreation program;

9 16.2.8 Behavioral problems;

10 16.2.9 Involvement/relationship with parents, relatives and
11 friends; and

12 16.2.10 Independent Living Program when appropriate.

13 16.3 Quarterly Report

14 16.3.1 CONTRACTOR shall submit to COUNTY Social Worker, on a
15 quarterly basis, ongoing written evaluations of each Foster Youth placed with
16 CONTRACTOR by COUNTY. These reports shall be submitted by the tenth (10th) day
17 of the month following each three (3) month reporting period, and shall
18 include, but not be limited to: Progress since previous quarterly report and
19 toward accomplishing long-range goal(s), short-term objectives, and tasks.

20 16.3.2 Identification of Foster Youth's unmet needs, assessment
21 of unmet needs and efforts made to meet these needs.

22 16.3.3 Reassessment of Foster Youth's adjustment to the
23 CONTRACTOR's foster home, program, school and staff.

24 16.3.4 Current status of Foster Youth's physical and
25 psychological health. A report of medical care received and medication given.

26 16.3.5 Modification of the treatment plan; and as necessary the
27 tasks to be performed, and changes in the anticipated length of placement.

28 16.3.6 Summary of contacts with Foster Youth, CONTRACTOR's foster

1 home, and biological family.

2 16.4 Termination Summary

3 CONTRACTOR shall prepare and submit to COUNTY Social Worker,
4 within ten (10) business days of termination of placement, a closing summary
5 of the records relating to treatment of Foster Youth.

6 17. CONFLICT RESOLUTION

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

11 17.1 CONTRACTOR and assigned COUNTY Social Worker shall first attempt
12 to resolve the dispute;

13 17.2 If CONTRACTOR and COUNTY Social Worker are unable to resolve the
14 dispute, then CONTRACTOR and COUNTY Senior Social Services Supervisor shall
15 attempt to resolve the dispute;

16 17.3 If CONTRACTOR and COUNTY Senior Social Services Supervisor are
17 unable to resolve the dispute, then CONTRACTOR and ADMINISTRATOR COUNTY
18 Placement Consultant/Monitor shall attempt to resolve the dispute;

19 17.4 If CONTRACTOR and ADMINISTRATOR COUNTY Placement
20 Consultant/Monitor are unable to resolve the dispute, then COUNTY Program
21 Manager(s) of the assigned Program and the Foster Care Support and Development
22 Program shall attempt to resolve the dispute.

23 17.5 COUNTY Director of Children and Family Services shall have the
24 final right and sole discretion to resolve any dispute as to the necessity and
25 appropriateness of services and length of services.

26 18. CONTRACTOR'S STAFF

27 In addition to personnel disclosure requirements set forth in Paragraph
28 19 of this Agreement, during the term of this Agreement, CONTRACTOR shall:

1 eighty (2080) hours per year.

2 Establish and maintain a documented regular program of in-service
3 training for staff involved in direct contact with Foster Youth. Each
4 personnel file shall contain documentation of attendance and content provided
5 that employee.

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///