

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:
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|---|--------------------------------------|----|
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1. TERM

The term of this Agreement shall commence on July 1, 2009, and terminate on June 30, 2012, unless earlier terminated pursuant to the provisions of Paragraph 32 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

3. STATUS OF CONTRACTOR

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.

CONTRACTOR, its agents, employees and volunteers, 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.

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

8 4.3 Community Care Licensing Division (CCLD): The division of the
9 CDSS that is responsible for the licensing and monitoring of Foster Family
10 Agencies for compliance with Community Care Licensing (CCL) regulations within
11 the State of California.

12 4.4 Case Plan: A court ordered, written document that, at a minimum,
13 specifies the type of home in which the foster youth shall be placed, the
14 safety of that home, and the appropriateness of that home to meet the foster
15 youth's needs.

16 4.5 Court Appointed Special Advocate (CASA): The trained volunteer,
17 assigned by the Court Appointed Special Advocates Office, who meets regularly
18 with a foster youth and advocates on his/her behalf with the Social Services
19 Agency (SSA), the Court, and other community agencies.

20 4.6 Foster Family Agency (FFA): An agency licensed and monitored by
21 CDSS to recruit, certify, and train foster parents; to provide professional
22 support to foster parents; and to find homes for temporary and permanent
23 placement of foster youth.

24 4.7 Foster Youth: An individual between the ages of birth (0) to
25 nineteen (19) years, referred for foster care services by ADMINISTRATOR to
26 CONTRACTOR.

27 4.8 Health and Education Passport (HEP): The document that provides
28 historical and current health, dental, and psychiatric information as it

1 pertains to the foster youth.

2 4.9 Individual Education Plan (IEP): An assessment procedure for a
3 youth, requested by parents, guardians, school staff, or other involved
4 parties, to determine educational needs.

5 4.10 Needs and Services Plan: The written plan required by Title 22,
6 Division 6, Sections 84068.2 and 84268.2 of the California Code of Regulations
7 relating to the licensing of community care facilities.

8 4.11 Permanency: Permanency is when a child and an adult have a safe,
9 stable, sustainable, and committed relationship across time and circumstances.

10 4.12 Placement Disruption: An occasion requiring the removal of a
11 foster youth from the FFA certified home. Placement disruption may occur in
12 conjunction with a Team Decision Making meeting when the foster youth is no
13 longer compatible with the ability of the FFA home to manage that behavior;
14 the security of the foster youth is at risk; the foster youth's needs cannot
15 be met by the foster home due to a foster family emergency; and/or the Court
16 has ordered the foster youth transferred.

17 4.13 Program Statement: The document that is prepared by all FFAs, as
18 required by State regulation, and filed with CCL, which provides details of
19 the day-to-day operation of the FFA, including, but not limited to, staffing,
20 training, therapy, selection criteria for foster parents, intake criteria for
21 foster youth, and record-keeping.

22 4.14 Special Education Local Planning Agency (SELPA): Provides county-
23 wide support to special education staff and administration to encourage high
24 quality instructional and professional practice.

25 4.15 Team Decision Making (TDM): A group process facilitated by SSA to
26 make decisions critical to a foster youth's well-being, including decisions to
27 separate a youth from his/her family, reunify with the family, or to change a
28 placement.

1 5. DESCRIPTION OF SERVICES, STAFFING

2 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
3 and supplies as described in the Exhibit "A" to the Agreement Between County
4 of Orange and _____, for the Provision of Foster Family Agency
5 Services, attached hereto and incorporated herein by reference. CONTRACTOR
6 shall operate continuously throughout the term of this Agreement with the
7 number and type of staff described and as required for provision of services
8 hereunder pursuant to the personnel disclosure provisions of this Agreement,
9 and Title 22.

10 5.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
11 appropriate staff to attend an orientation session and subsequent training
12 sessions given by COUNTY.

13 5.3 CONTRACTOR shall attend SSA sponsored Community Forums as
14 requested by ADMINISTRATOR.

15 6. LICENSES AND STANDARDS

16 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
17 required by the laws of the United States, State of California, County of
18 Orange and all other appropriate governmental agencies, and agrees to maintain
19 these licenses and permits in effect for the duration of this Agreement.
20 Further, CONTRACTOR warrants that its employees shall conduct themselves in
21 compliance with such laws and licensure requirements including, without
22 limitation, compliance with laws applicable to sexual harassment and ethical
23 behavior.

24 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
25 unless waived in whole or in part by ADMINISTRATOR, with all applicable
26 provisions of the California Welfare and Institutions Code, in particular
27 Section 18358 et seq., Title 22 of the California Code of Regulations, Title
28 45 of the Code of Federal Regulations, Federal Office of Management and Budget

1 Circular A-122, entitled "Cost Principles for Non-Profit Organizations," and
2 all applicable laws and regulations of the United States, State of California,
3 County of Orange SSA and all administrative regulations, rules and policies
4 adopted thereunder as each may now exist or be hereafter amended.

5 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

6 7.1 Delegation and Assignment:

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

14 7.2 Subcontracts:

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

22 8. FORM OF BUSINESS ORGANIZATION

23 8.1 Form of Business Organization:

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

28 8.1.1 The form of CONTRACTOR's business organization, i.e.,

1 proprietorship, partnership, corporation, etc.

2 8.1.2 A detailed statement indicating the relationship of
3 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
4 individual.

5 8.1.3 A detailed statement indicating the relationship of
6 CONTRACTOR to any subsidiary business organization or to any individual who
7 may be providing services, supplies, material or equipment to CONTRACTOR or in
8 any manner does business with CONTRACTOR under this Agreement.

9 8.2 Change in Form of Business Organization:

10 If during the term of this Agreement, the form of CONTRACTOR's
11 business organization changes, or the ownership of CONTRACTOR changes, or
12 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
13 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
14 writing, detailing such changes. A change in the form of business
15 organization may, at COUNTY's sole discretion, be treated as an attempted
16 assignment of rights or delegation of duties of this Agreement.

17 9. NON-DISCRIMINATION

18 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
19 shall not engage nor employ any unlawful discriminatory practices in the
20 admission of clients, provision of services or benefits, assignment of
21 accommodations, treatment, evaluation, employment of personnel or in any other
22 respect on the basis of sex, race, color, ethnicity, national origin,
23 ancestry, religion, age, marital status, medical condition, sexual
24 orientation, sexual preference, physical or mental disability or any other
25 protected group in accordance with the requirements of all applicable Federal
26 or State law.

27 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
28 meets the lawful and applicable requirements of the Department of Health and

1 Human Services.

2 9.3 CONTRACTOR shall furnish any and all information requested by
3 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
4 books, records and accounts in order to ascertain CONTRACTOR's compliance with
5 Paragraph 9 et seq.

6 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
7 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
8 supplemented in Department of Labor regulations (41 CFR Part 60).

9 9.5 Non-Discrimination in Employment

10 9.5.1 All solicitations or advertisements for employees placed
11 by or on behalf of CONTRACTOR shall state that all qualified applicants will
12 receive consideration for employment without regard to sex, race, color,
13 ethnicity, national origin, ancestry, religion, age, marital status, medical
14 condition, sexual orientation, sexual preference, physical or mental
15 disability or any other protected group in accordance with the requirements of
16 all applicable Federal or State law. Notices describing the provisions of the
17 equal opportunity clause shall be posted in a conspicuous place for employees
18 and job applicants.

19 9.5.2 CONTRACTOR shall refer any and all employees desirous of
20 filing a formal discrimination complaint to:

21 State of California Public Inquiry and Response Bureau

22 744 P Street, MS 20-23

23 Sacramento, California 95814

24 Telephone: 1-800-952-5253

25 1-800-952-8349 (Hard of hearing)

26 9.6 Non-Discrimination in Service Delivery

27 9.6.1 CONTRACTOR shall comply with Title VI and VII of the Civil
28 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,

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

23 9.6.2 CONTRACTOR shall provide any and all clients desirous of
24 filing a formal complaint any and all information as appropriate:

25 9.6.2.1 Pamphlet: "Your Rights Under California Welfare
26 Programs." (PUB 13).

27 9.6.2.2 Discrimination Complaint Form

28 9.6.2.3 Civil Rights Contacts:

1 County Civil Rights Contact:
2 Orange County Social Services Agency
3 Program Integrity
4 401 S. Tustin Avenue
5 Orange, CA 92866-2503
6 Attn: Civil Rights Coordinator
7 Telephone: (714) 480-6501

8 State Civil Rights Contact:
9 California Department of Social Services
10 Civil Rights Bureau
11 744 P Street, M.S. 15-70
12 Sacramento, CA 95814

13 Federal Civil Rights Contact:
14 U.S. Department of Health and Human Services
15 Office of Civil Rights
16 50 U.N. Plaza, Room 322
17 San Francisco, CA 94102

18 10. NOTICES

19 All notices, claims, correspondence, reports, and/or statements
20 authorized or required by this Agreement shall be addressed as follows:

21 COUNTY: County of Orange Social Services Agency
22 Contract Services
23 888 N. Main Street
24 Santa Ana, CA 92701

25 CONTRACTOR: _____
26 _____
27 _____
28 _____

29 All notices shall be deemed effective when in writing and deposited in
30 the United States mail, first class, postage prepaid and addressed as above.
31 Any notices, claims, correspondence, reports and/or statements authorized or
32 required by this Agreement addressed in any other fashion shall be deemed not
33 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
34 the addresses to which notices are sent.

35 ///

1 11. INDEMNIFICATION AND INSURANCE

2 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
3 writing by COUNTY, and hold Department of Health and Human Services, the
4 State, COUNTY, and their elected and appointed officials, officers, employees,
5 agents and those special districts and agencies which COUNTY's Board of
6 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
7 any claims, demands or liability of any kind or nature, including but not
8 limited to personal injury or property damage, arising from or related to the
9 services, products or other performance provided by CONTRACTOR pursuant to
10 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
11 court of competent jurisdiction because of the concurrent active negligence of
12 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
13 be apportioned as determined by the court. To the extent permitted by law,
14 neither party shall request a jury apportionment.

15 11.2 Without limiting CONTRACTOR's liability for indemnification, prior
16 to the provision of services under this Agreement, CONTRACTOR agrees to
17 purchase all required insurance at CONTRACTOR's expense and to deposit with
18 ADMINISTRATOR Certificates of Insurance, including all endorsements required
19 herein, necessary to satisfy COUNTY that the insurance provisions of this
20 Agreement have been complied with and to keep such insurance coverage and the
21 certificates therefore on deposit with ADMINISTRATOR during the entire term of
22 this Agreement.

23 11.3 CONTRACTOR shall ensure that all subcontractors performing work on
24 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
25 CONTRACTOR's insurance as an additional insured or maintain insurance subject
26 to the same terms and conditions as set forth herein for CONTRACTOR.
27 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
28 than the level of coverage required by COUNTY from CONTRACTOR under this

1 Agreement. It is the obligation of CONTRACTOR to provide notice of the
2 insurance requirements to every subcontractor, and to receive proof of
3 insurance prior to allowing any subcontractor to begin work. Such proof of
4 insurance must be maintained by CONTRACTOR through the entirety of this
5 Agreement for inspection by County representative(s) at any reasonable time.

6 11.4 All insurance policies required by this Agreement shall declare
7 any deductible or Self-Insured Retention (SIR) in an amount in excess of
8 \$25,000 (\$5,000 for automobile liability), which shall specifically be
9 approved by the County Executive Office (CEO)/Office of Risk Management.
10 CONTRACTOR shall be responsible for reimbursement of any deductible to the
11 insurer. Any SIRs or deductibles shall be clearly stated on the Certificate
12 of Insurance.

13 11.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
14 the full term of this Agreement, COUNTY may terminate this Agreement.

15 11.6 The policy or policies of insurance required herein must be issued
16 by an insurer licensed to do business in the State of California (California
17 Admitted Carrier). If the insurer is not licensed to do business in the State
18 of California, CEO/Office of Risk Management retains the right to approve or
19 reject the insurer after a review of the insurer's performance and financial
20 ratings.

21 11.7 The policy or policies of insurance required herein must be issued
22 by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a
23 minimum financial rating of "VIII (Financial Size Category)," as determined by
24 the most current edition of the Best's Key Rating Guide/Property-
25 Casualty/United States or by going online to "ambest.com."

26 11.8 The policy or polices of insurance maintained by CONTRACTOR shall
27 provide the minimum limits and coverage as set forth below:

28 ///

| 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 | |

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

11.10 The County of Orange shall be added as an additional insured on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability Insurance and Professional Liability Insurance, and Employee Dishonesty). An additional insured endorsement

1 evidencing that the County of Orange is an additional insured shall accompany
2 the Certificate of Insurance. For the Employee Dishonesty coverage, the
3 County of Orange shall be the loss payee/obligee.

4 11.11 All insurance policies required by this Agreement shall be primary
5 insurance, and any insurance maintained by the County of Orange shall be
6 excess and non-contributing with insurance provided by these policies. An
7 endorsement evidencing that CONTRACTOR'S insurance is primary and non-
8 contributing shall specifically accompany the Certificate of Insurance for the
9 Commercial General Liability and Sexual Misconduct Liability.

10 11.12 All insurance policies required by this Agreement shall give the
11 County of Orange thirty (30) days notice in the event of cancellation. This
12 shall be evidenced by an endorsement separate from the Certificate of
13 Insurance. In addition, the cancellation clause must include language as
14 follows, which edits the pre-printed ACORD certificate:

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

21 11.13 All insurance policies required by this Agreement shall waive all
22 rights of subrogation against the County of Orange and members of the Board of
23 Supervisors, its elected and appointed officials, officers, agents and
24 employees when acting within the scope of their appointment or employment.

25 11.14 If CONTRACTOR's Professional Liability Insurance policy is a
26 "claims made" policy, CONTRACTOR shall agree to maintain Professional
27 Liability Insurance coverage for two (2) years following completion of this
28 Agreement.

1 11.15 The Commercial General Liability policy shall contain a
2 severability of interests clause.

3 11.16 CONTRACTOR is aware of the provisions of Section 3700 of the
4 California Labor Code which requires every employer to be insured against
5 liability for Workers' Compensation or be self-insured in accordance with
6 provisions of that code. CONTRACTOR will comply with such provisions and
7 shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for
8 the period of this Agreement, statutory Workers' Compensation insurance and
9 Employers' Liability Insurance with minimum limits of \$1,000,000 per
10 occurrence.

11 11.17 If CONTRACTOR fails to provide the insurance certificates and
12 endorsements within seven (7) days of notification by CEO/Purchasing or
13 ADMINISTRATOR, COUNTY may terminate this Agreement.

14 11.18 COUNTY expressly retains the right to require CONTRACTOR to
15 increase or decrease insurance of any of the above insurance types throughout
16 the term of this Agreement. Any increase or decrease in insurance will be as
17 deemed by County of Orange Risk Manager as appropriate to adequately protect
18 COUNTY.

19 11.19 COUNTY shall notify CONTRACTOR in writing of changes in the
20 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
21 certificates of insurance and endorsements with ADMINISTRATOR incorporating
22 such changes within thirty (30) days of receipt of such notice, this Agreement
23 may be in breach without further notice to CONTRACTOR, and COUNTY shall be
24 entitled to all legal remedies.

25 11.20 The procuring of such required policy or policies of insurance
26 shall not be construed to limit CONTRACTOR's liability hereunder nor to
27 fulfill the indemnification provisions and requirements of this Agreement.

28 11.21 The County of Orange Certificate of Insurance and the Special

1 Endorsement for the County of Orange can be utilized to verify compliance with
2 the above-mentioned insurance requirements in place of commercial insurance
3 certificates and endorsements.

4 12. CONFLICT OF INTEREST

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

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

15 13. ANTI-PROSELYTISM PROVISION

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

20 14. SUPPLANTING GOVERNMENT FUNDS

21 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
22 intended for the purposes of this Agreement with any funds made available
23 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
24 for, or apply sums received from COUNTY with respect to, that portion of its
25 obligations which have been paid by another source of revenue. CONTRACTOR
26 agrees that it shall not use funds received pursuant to this Agreement, either
27 directly or indirectly, as a contribution or compensation for purposes of
28 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY

1 program without prior written approval of ADMINISTRATOR.

2 15. BREACH SANCTIONS

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

8 15.1 Afford CONTRACTOR a time period within which to cure the breach,
9 which period shall be established at the sole discretion of ADMINISTRATOR;
10 and/or

11 15.2 Discontinue reimbursement to CONTRACTOR for and during the period
12 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
13 later recovery; and/or

14 15.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
15 COUNTY those monies disallowed pursuant to Subparagraph 15.2, above.

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

19 16. PAYMENTS

20 16.1 Residential Care:

21 16.1.1 COUNTY shall pay to CONTRACTOR, monthly in arrears, the
22 rate of reimbursement for the services provided under this Agreement as
23 established by the State of California in CDSS MPP. Payments shall accrue
24 from the date a foster youth is placed and terminate on the date before the
25 foster youth is discharged from CONTRACTOR's foster home.

26 16.1.2 Upon written approval by COUNTY Social Worker, COUNTY may
27 continue to pay for foster home care for up to fourteen (14) days when a
28 foster youth leaves CONTRACTOR's foster home prior to the planned discharge

1 date (e.g., runaway) if CONTRACTOR has agreed to take the foster youth back
2 immediately upon notice during the period of continued payment.

3 16.1.3 CONTRACTOR shall provide written notice to COUNTY within
4 thirty (30) days of the receipt of a payment for an Orange County placement
5 which is inconsistent with the period of placement and results in an
6 overpayment or an underpayment. The overpayment and/or underpayment shall be
7 identified by the foster youth's name, case number, caseload number and the
8 amount of overpayment and/or underpayment.

9 16.2 Clothing Allowance:

10 ADMINISTRATOR may authorize reimbursement for clothing, subject to
11 COUNTY's clothing allowance procedure, when available clothing is
12 insufficient.

13 16.3 Medical Costs:

14 16.3.1 It is anticipated that any medical costs for foster youth
15 placed by COUNTY under this Agreement shall be paid by the State Medi-Cal
16 program during such periods as the foster youth is eligible for health care
17 services under that program.

18 16.3.2 If the foster youth is ineligible for Medi-Cal services,
19 CONTRACTOR shall notify foster youth's COUNTY Social Worker and specify the
20 medical treatment needed and approximate cost, as determined by the medical
21 provider. Except in emergencies, written authorization by the foster youth's
22 COUNTY Social Worker must be obtained prior to incurring any medical expenses
23 not covered by Medi-Cal. COUNTY may pay for medical services, in accordance
24 with COUNTY's "Special Needs: County Funding" procedure, and if such services
25 are deemed necessary by COUNTY, if Medi-Cal rejects coverage. In all
26 circumstances, COUNTY shall reimburse based on Medi-Cal rates.

27 16.3.3 CONTRACTOR shall be responsible for controlling the use of
28 each foster youth's Medi-Cal proof-of-eligibility card.

1 17. OVERPAYMENT/ADJUSTMENT

2 17.1 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to
3 which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY no
4 later than thirty (30) days following written notification from COUNTY.

5 17.2 Upon receipt of written notice from CONTRACTOR, COUNTY may
6 reimburse a mutually agreed upon amount(s) owed CONTRACTOR, which results from
7 underpayment.

8 17.3 Any overpayment(s) made by COUNTY which results from a payment by
9 any other funding source shall be repaid, at the discretion of ADMINISTRATOR,
10 to COUNTY or the funding source no later than thirty (30) days following
11 written notification from COUNTY.

12 17.3.1 In the event an overpayment owing by CONTRACTOR is
13 collected from COUNTY by the funding source, COUNTY will notify CONTRACTOR of
14 the collection. CONTRACTOR shall reimburse COUNTY within thirty (30) days
15 following notification from COUNTY, and prior to any administrative appeal
16 process.

17 17.4 CONTRACTOR may call the following phone number for overpayment
18 questions:

19 Social Services Agency: Program Integrity
20 (714) 480-6531

21 17.5 CONTRACTOR may call the following phone numbers for underpayment
22 questions:

23 Social Services Agency: Foster Care Program
24 Development
25 (714) 704-8853 or 704-8441

26 17.6 CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to
27 enforce the provisions set forth in this paragraph.

28 ///

1 18. RECORDS, INSPECTIONS AND AUDITS

2 18.1 Financial Records:

3 18.1.1 CONTRACTOR shall prepare and maintain accurate and
4 complete financial records. Financial records shall be retained, by
5 CONTRACTOR, for a minimum of five (5) years from the date of final payment
6 under this Agreement or until all pending COUNTY, State and Federal audits are
7 completed, whichever is later.

8 18.1.2 CONTRACTOR shall establish and maintain reasonable
9 accounting, internal control and financial reporting standards in conformity
10 with generally accepted accounting principles established by the American
11 Institute of Certified Public Accountants (AICPA) and to the satisfaction of
12 ADMINISTRATOR.

13 18.2 Client Records:

14 18.2.1 CONTRACTOR shall prepare and maintain accurate and
15 complete records of clients served, and dates and type of services provided
16 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

17 18.2.2 All client records related to services provided under the
18 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
19 (5) years from the date of final payment under this Agreement or until all
20 pending COUNTY, State and Federal audits are completed, whichever is later.
21 Notwithstanding anything to the contrary, upon termination of this Agreement,
22 CONTRACTOR shall relinquish control with respect to client records to COUNTY
23 in accordance with Subparagraph 32.2.

24 18.2.3 COUNTY may refuse payment to CONTRACTOR for services
25 provided under this Agreement if client records are determined by COUNTY to be
26 incomplete or inaccurate. In the event client records are determined to be
27 incomplete or inaccurate after payment has been made, COUNTY may treat such
28 payment as an overpayment within the provisions of this Agreement.

1 18.3 Public Records:

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

7 18.4 Inspections and Audits:

8 18.4.1 The Department of Health and Human Services, Comptroller
9 General of the United States, Director of the California Department of Social
10 Services, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller
11 and Internal Audit Department, or any of their authorized representatives,
12 shall have access to any books, documents, papers and records, including
13 medical records, of CONTRACTOR which any of them may determine to be pertinent
14 to this Agreement for the purpose of financial monitoring. Further, all the
15 above mentioned persons have the right at all reasonable times to inspect or
16 otherwise evaluate the work performed or being performed under this Agreement
17 and the premises in which it is being performed.

18 18.4.2 CONTRACTOR shall make available its books and financial
19 records within the borders of Orange County within ten (10) days after receipt
20 of written demand by ADMINISTRATOR.

21 18.4.3 In the event CONTRACTOR does not make available its books
22 and financial records within the borders of Orange County, CONTRACTOR agrees
23 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
24 designee, necessary to obtain CONTRACTOR's books and financial records.

25 18.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
26 liability to the State or Federal government or any agency thereof resulting
27 from any disallowances or other audit exceptions to the extent that such
28 liability is attributable to CONTRACTOR's failure to perform under this

1 Agreement.

2 19. PERSONNEL DISCLOSURE

3 19.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
4 all personnel providing services hereunder, including resumes and job
5 applications. Changes to the list will be immediately provided to
6 ADMINISTRATOR in writing, along with a copy of a resume and/or job
7 application. The list shall include:

8 19.1.1 All full or part-time staff positions by title, including
9 volunteer positions whose direct services are required to provide the programs
10 described herein;

11 19.1.2 A brief description of the functions of each position and
12 the hours each person works each week, or for part-time personnel each day or
13 month, as appropriate;

14 19.1.3 The professional degree, if applicable, and experience
15 required for each position; and

16 19.1.4 The language skill, if applicable, for all personnel.

17 19.2 Where authorized by law, CONTRACTOR shall conduct criminal record
18 background checks on all employees and/or volunteers who will provide services
19 under this Agreement.

20 19.3 CONTRACTOR warrants that all persons employed or otherwise
21 assigned by CONTRACTOR to provide services under this Agreement have
22 satisfactory past work records and/or reference checks indicating their
23 ability to perform the required duties and accept the kind of responsibility
24 anticipated under this Agreement. CONTRACTOR shall maintain records of
25 background investigations and reference checks undertaken and coordinated by
26 CONTRACTOR for each employee and/or volunteer assigned to provide services
27 under this Agreement for a minimum of five (5) years from the date of final
28 payment under this Agreement or until all pending COUNTY, State and Federal

1 audits are completed, whichever is later, in compliance with all applicable
2 laws.

3 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or
4 subsequent conviction, for offenses other than minor traffic offenses, of any
5 paid employee and/or volunteer staff performing services under this Agreement,
6 when such information becomes known to CONTRACTOR. ADMINISTRATOR, in its sole
7 discretion, may determine whether such employee and/or volunteer may continue
8 to provide services under this Agreement and shall provide notice of such
9 determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with
10 ADMINISTRATOR's decision shall be deemed a material breach of this Agreement,
11 pursuant to Paragraph 15, above. agents, officers, and employees from
12 employer sanctions and any other liability which may be assessed against
13 CONTRACTOR or the County or both in connection with any alleged violation of
14 any Federal or State statutes or regulations pertaining to the eligibility for
15 employment of any persons performing work under this Agreement.

16 20. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- 20 (a) in the case of an individual contractor, his/her name, date of
21 birth, Social Security number, and residence address;
- 22 (b) in the case of a contractor doing business in a form other than as
23 an individual, the name, date of birth, Social Security number,
24 and residence address of each individual who owns an interest of
25 ten (10) percent or more in the contracting entity;
- 26 (c) a certification that CONTRACTOR has fully complied with all
27 applicable Federal and State reporting requirements regarding its
28 employees; and

1 (d) a certification that CONTRACTOR has fully complied with all
2 lawfully served Wage and Earnings Assignment Orders and Notices of
3 Assignment, and will continue to so comply.

4 The failure of CONTRACTOR to timely submit the data or certifications
5 required by subsections (a), (b), (c), or (d), or to comply with all Federal
6 and State employee reporting requirements for child support enforcement or to
7 comply with all lawfully served Wage and Earnings Assignment Orders and
8 Notices of Assignment shall constitute a material breach of this Agreement,
9 and failure to cure such breach within sixty (60) calendar days of notice from
10 COUNTY shall constitute grounds for termination of this Agreement.

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

14 21. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

15 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
16 ensure that all employees, volunteers, consultants, or agents performing
17 services under this Agreement report child abuse or neglect to a child
18 protective agency as defined in Penal Code Section 11165.9 and dependent adult
19 or elder abuse as defined in Section 15610.07 of the Welfare and Institutions
20 Code (WIC) to an adult protection agency. CONTRACTOR shall require such
21 employee, volunteer, consultant or agent to sign a statement acknowledging the
22 child abuse reporting requirements set forth in Section 11166 of the
23 California Penal Code and the dependent adult and elder abuse reporting
24 requirements as set forth in Section 15630 of the WIC and will comply with the
25 provisions of the code section as they now exist or as they may hereafter be
26 amended.

27 22. CONFIDENTIALITY

28 22.1 CONTRACTOR agrees to maintain the confidentiality of its records

1 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
2 and all other provisions of law and regulations promulgated thereunder
3 relating to privacy and confidentiality, as each may now exist or be hereafter
4 amended.

5 All records and information concerning any and all persons
6 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
7 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
8 volunteers. CONTRACTOR shall require all of its employees, agents,
9 subcontractors and volunteer staff who may provide services for CONTRACTOR
10 under this Agreement to sign an agreement with CONTRACTOR before commencing
11 the provision of any such services, to maintain the confidentiality of any and
12 all materials and information with which they may come into contact, or the
13 identities or any identifying characteristics or information with respect to
14 any and all participants referred to CONTRACTOR by COUNTY, except as may be
15 required to provide services under this Agreement or to those specified in
16 this Agreement as having the capacity to audit CONTRACTOR, and as to the
17 latter, only during such audit. CONTRACTOR shall comply with any audits
18 specified in Paragraph 18, provide reports and any other information required
19 by COUNTY in the administration of this Agreement, and as otherwise permitted
20 by law.

21 22.2 CONTRACTOR shall inform all of its employees, agents,
22 subcontractors, volunteers and partners of this provision and that any person
23 knowingly and intentionally violating the provisions of said State law may be
24 guilty of a crime.

25 22.3 CONTRACTOR agrees that any and all subcontracts entered into shall
26 be subject to the confidentiality requirements of this Agreement.

27 22.4 With respect to Juvenile and/or Dependency Court placements,
28 CONTRACTOR must receive prior written approval of the Juvenile and/or

1 Dependency Court before allowing any foster youth to be interviewed or
2 photographed by any publication or to appear on any radio or television shows
3 or make any other public appearance. Such approval shall be requested through
4 foster youth's COUNTY Social Worker.

5 22.4.1 All materials prepared for, and/or relating to actions
6 taken by the Juvenile and/or Dependency Court and furnished by COUNTY to
7 CONTRACTOR shall require prior written approval of the Juvenile and/or
8 Dependency Court for release.

9 22.4.2 CONTRACTOR agrees to maintain the confidentiality of its
10 records with respect to Juvenile and/or Dependency Court placement, in
11 accordance with the Juvenile Court's Confidentiality and Release of
12 Information Policy and Order of January 28, 1997, as it now exists or may
13 hereafter be amended.

14 23. COPYRIGHT ACCESS

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

19 24. WAIVER

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

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1 25. PUBLICITY

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

6 26. COUNTY RESPONSIBILITIES

7 ADMINISTRATOR will provide consultation and technical assistance, and
8 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

9 27. REPORTS

10 27.1 CONTRACTOR shall provide information deemed necessary by
11 ADMINISTRATOR to complete any State-required reports related to the services
12 provided under this Agreement.

13 27.2 CONTRACTOR shall maintain records and submit reports containing
14 such data and information regarding the performance of CONTRACTOR's services,
15 costs or other data relating to this Agreement as may be requested by
16 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
17 modify the provisions of this paragraph upon written notice to CONTRACTOR.

18 28. ENERGY EFFICIENCY STANDARDS

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

22 29. ENVIRONMENTAL PROTECTION STANDARDS

23 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
24 [42 USC 1857(h)], Section 508 of the Clean Water Act (33 USC 1368), Executive
25 Order 11738 and Environmental Protection Agency, hereinafter referred to as
26 "EPA", regulations (40 CFR, Part 15) as any may now exist or be hereafter
27 amended. Under these laws and regulations, CONTRACTOR assures that:

28 29.1 No facility to be utilized in the performance of the proposed

1 grant has been listed on the EPA List of Violating Facilities;

2 29.2 It will notify COUNTY prior to award, of the receipt of any
3 communication from the Director, Office of Federal Activities, U.S. EPA,
4 indicating that a facility to be utilized for the grant is under consideration
5 to be listed on the EPA List of Violating Facilities;

6 29.3 It will notify COUNTY and the EPA about any known violation of the
7 above laws and regulations.

8 30. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
9 FEDERAL TRANSACTIONS

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

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

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

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

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

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

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

15 C. Submission of this certification and disclosure is a
16 prerequisite for making or entering into this contract imposed by Section
17 1352, Title 31, United States Code. Any person who makes an expenditure
18 prohibited under this provision or who fails to file or amend the disclosure
19 form to be filed or amended by this provision, shall be subject to a civil
20 penalty of not less than \$10,000, and not more than \$100,000, for each such
21 failure.

22 31. POLITICAL ACTIVITY

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

26 32. TERMINATION PROVISIONS

27 32.1 ADMINISTRATOR may terminate this Agreement without penalty
28 immediately with cause or after thirty (30) days' written notice without

1 cause, unless otherwise specified. Notice shall be deemed served on the date
2 of mailing. Cause shall be defined as any breach of contract, any
3 misrepresentation or fraud on the part of the CONTRACTOR. Exercise by
4 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
5 all further obligation under this Agreement.

6 32.2 Upon termination, or notice thereof, CONTRACTOR agrees to
7 cooperate with ADMINISTRATOR in the orderly transfer of service
8 responsibilities, active case records, and pertinent documents.

9 32.3 The obligations of COUNTY under this Agreement are contingent upon
10 the availability of Federal and/or State funds, as applicable, for the
11 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
12 for the services hereunder in the budget approved by the Orange County Board
13 of Supervisors each fiscal year this Agreement remains in effect or operation.
14 In the event that such funding is terminated or reduced, ADMINISTRATOR may
15 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
16 modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
17 be binding on CONTRACTOR. ADMINISTRATOR shall provide CONTRACTOR with written
18 notification of such determination. CONTRACTOR shall immediately comply with
19 ADMINISTRATOR's decision.

20 33. GOVERNING LAW AND VENUE

21 This Agreement has been negotiated and executed in the state of
22 California and shall be governed by and construed under the laws of the state
23 of California. In the event of any legal action to enforce or interpret this
24 Agreement, the sole and exclusive venue shall be a court of competent
25 jurisdiction located in Orange County, California, and the parties hereto
26 agree to and do hereby submit to the jurisdiction of such court,
27 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
28 specifically agree to waive any and all rights to request that an action be

1 transferred for trial to another county.

2 34. SIGNATURE IN COUNTERPARTS

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

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

20 3.4 Placements

21 3.4.1 CONTRACTOR shall accept, and provide services to Foster
22 Youth placed with CONTRACTOR by ADMINISTRATOR.

23 3.4.2 CONTRACTOR agrees that the preferred priority for the
24 placement of Foster Youth will be with 1) parents, 2) other relatives, 3)
25 COUNTY foster homes, and 4) FFA certified homes.

26 3.4.3 COUNTY makes no warranty, expressed or implied, that
27 CONTRACTOR will be sent any minimum number of COUNTY referrals. CONTRACTOR,
28 therefore, may place Foster Youth referred by other public or private agencies

1 into CONTRACTOR's foster homes not fully utilized by COUNTY.

2 3.4.4 COUNTY reserves the right to assess the capability of the
3 designated foster home prior to the Foster Youth's placement and reject the
4 placement if the home is not suitable for the foster youth.

5 3.5 Intake

6 3.5.1 Intake will be handled by CONTRACTOR's Social Worker.
7 Foster Youth referred by COUNTY shall be screened and assessed by CONTRACTOR
8 for the purpose of determining if CONTRACTOR has a family placement available
9 that will best meet Foster Youth's needs. If Foster Youth is not accepted by
10 CONTRACTOR, the COUNTY Social Worker will be provided details as to why the
11 youth is deemed unsuitable.

12 3.5.2 Respite and short-term placements will be accepted by the
13 CONTRACTOR whenever space permits. Additionally, foster youth completing
14 twenty-four (24) hour residential care programs who are in need of, and would
15 benefit from foster care, will be accepted by CONTRACTOR.

16 4. TEAM DECISION MAKING

17 4.1 CONTRACTOR shall provide Team Decision Making (TDM) training to
18 CONTRACTOR's social workers and foster parents as the process for all
19 placement change decisions.

20 4.2 In the event of a placement disruption, CONTRACTOR's social worker
21 and foster parents agree to participate in a TDM meeting with all treatment
22 providers to formulate a resolution that will best serve the needs of the
23 foster youth.

24 5. BASIC NEEDS

25 CONTRACTOR shall provide the following basic needs requirements:

26 5.1 Clothing

27 5.1.1 Within seven (7) days of initial placement, CONTRACTOR
28 shall provide clothing as requested by COUNTY placement or assigned COUNTY

1 Social Worker. CONTRACTOR shall have available funds for initial clothing
2 expenses if the foster home is unable to provide for these costs.

3 5.1.2 CONTRACTOR shall designate in its Program Statement an
4 adequate amount of money each month to be used to purchase clothing that will
5 meet Foster Youth's basic needs in a manner appropriate to his/her social
6 environment, supports self-esteem, and daily activities.

7 5.1.3 CONTRACTOR shall document all clothing purchases in Foster
8 Youth's record.

9 5.1.4 CONTRACTOR shall maintain receipts and records for any
10 expenditures made from clothing allowances received from COUNTY for Foster
11 Youth.

12 5.1.5 Clothing items are the property of each Foster Youth and
13 shall be retained by Foster Youth when placement is terminated.

14 5.1.6 CONTRACTOR shall return unspent funds designated for
15 clothing for Foster Youth to the assigned COUNTY Social Worker within seven
16 (7) calendar days after placement is terminated.

17 5.2 Personal Needs

18 5.2.1 CONTRACTOR shall ensure that each Foster Youth is provided
19 with personal care items, including, but not limited to, toothpaste,
20 toothbrush, soap, hair care items, and hygienic supplies. Ethnically
21 appropriate personal care items shall be provided when applicable.

22 5.2.2 CONTRACTOR shall ensure that a piece of luggage is
23 provided to each Foster Youth.

24 5.2.3 CONTRACTOR shall ensure that each school age Foster Youth
25 is provided appropriate weather attire, a book bag, and other items identified
26 as essential by the school.

27 5.2.4 CONTRACTOR shall ensure that a separate and secure storage
28 area for personal items is made available to each Foster Youth.

1 5.2.5 CONTRACTOR shall ensure that each Foster Youth is provided
2 clean, fresh towels, mattress pads, sheets, blankets, and pillows in a
3 sufficient number to assure cleanliness and warmth.

4 5.2.6 Personal items are to be the property of each Foster Youth
5 and shall be retained by foster youth when placement is terminated.

6 5.3 Food

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

10 5.4 Allowance

11 5.4.1 CONTRACTOR shall ensure that each Foster Youth is provided
12 with a minimum weekly allowance according to age, as follows:

| <u>Age</u> | <u>Weekly Allowance Rate</u> |
|-------------|------------------------------|
| 5-10 years | \$2.50 - \$5.00 |
| 11-17 years | \$5.50 - \$8.50 |

16 5.4.2 CONTRACTOR may encourage foster homes to provide Foster
17 Youth with a higher allowance than indicated.

18 5.4.3 CONTRACTOR shall document the payment of allowance in each
19 Foster Youth's file. Receipt of such allowance shall be initialed by Foster
20 Youth.

21 5.5 Physical Plant

22 CONTRACTOR shall require that its foster homes are maintained in a
23 manner that shall ensure the well-being, protection, health, safety, and
24 comfort of each Foster Youth as defined by CCLD regulations and applicable
25 California health and safety regulations. Alcohol shall be locked up and
26 inaccessible to ambulatory Foster Youth, including all Foster Youth in respite
27 care in the foster home. Alcohol shall be inaccessible to non-ambulatory
28 Foster Youth. Each Foster Youth shall be afforded a reasonable degree of

1 privacy, as described in Section 16001.9 of the Welfare and Institutions Code.

2 5.6 Medical Needs

3 5.6.1 CONTRACTOR shall ensure that information regarding proper
4 medical, dental, mental health, educational, and specialty care resources is
5 provided to foster parents as appropriate to the individualized needs of each
6 Foster Youth. Following is the minimum medical/dental care to be made
7 available to Foster Youth:

8 5.6.1.1 Physical examination within thirty (30) days of
9 placement unless CONTRACTOR has written documentation from a previous
10 caregiver of an examination within the past eleven (11) months with no follow-
11 up recommended. A physical examination is to be provided every twelve (12)
12 months thereafter.

13 5.6.1.2 Dental examination within thirty (30) days of
14 placement for Foster Youth aged three (3) years or older, unless CONTRACTOR
15 has written documentation from a previous caregiver of an examination within
16 the past eleven (11) months with no follow-up recommended. A dental
17 examination is to be provided every twelve (12) months thereafter.

18 5.6.1.2.1 A dental examination is to be
19 provided to foster youth up to the age of three (3) years if the physical
20 examination report warrants it or is required by the assigned COUNTY Social
21 Worker. CONTRACTOR's social worker or attending physician shall refer a
22 Foster Youth for a dental appointment.

23 5.6.2 CONTRACTOR shall maintain medical documentation in the
24 Foster Youth's file for the following:

25 5.6.2.1 Authorization by a physician for the
26 administration of specified over-the-counter medication;

27 5.6.2.2 Authorization for prescribed medication to be,
28 at a minimum, in the form of a pharmacy fill notice;

1 5.6.2.2.1 A copy of the court order
2 authorizing psychotropic medication(s) when applicable;

3 5.6.2.3 Administration of needed immunizations;

4 5.6.2.4 Monthly weight monitoring; and

5 5.6.2.5 Monitoring of overall physical development and
6 care.

7 5.6.3 CONTRACTOR shall provide COUNTY with timely updates of
8 information as defined by COUNTY policies and procedures regarding the Health
9 and Education Passport (HEP).

10 6. SPECIAL INCIDENTS

11 6.1 Serious Illness, Accident/Injury or Death

12 CONTRACTOR shall immediately telephone COUNTY Social Worker upon
13 becoming aware of any serious illness, accident/injury or death of any Foster
14 Youth in CONTRACTOR's care. If COUNTY Social Worker is unavailable,
15 CONTRACTOR shall notify Orangewood Children's Home (OCH) Intake Services at
16 (714) 935-7080. CONTRACTOR shall follow the verbal report with the submission
17 of an electronic Special Incident Report (SIR), via the online Foster Youth
18 Information System (FYI System), to ADMINISTRATOR. The electronic SIR must be
19 submitted via the FYI system within one (1) business day after such serious
20 illness, accident/injury or death occurs. CONTRACTOR shall submit the SIR via
21 facsimile to avoid delinquency if the FYI system is unavailable. Standard
22 protocol shall resume once the FYI system becomes available. The verbal and
23 electronic/facsimile reports shall include, but not be limited to, the
24 following information:

25 6.1.1 The name of the Foster Youth;

26 6.1.2 The date of serious illness, accident/injury or death;

27 6.1.3 The nature of the illness/injury or the circumstances of
28 the death;

1 6.1.4 The name or names of CONTRACTOR's officers, employees or
2 agents with knowledge of the event;

3 6.1.5 The name of the attending physician;

4 6.1.6 The name of the hospital;

5 6.1.7 When applicable, the police report number, the name of the
6 police agency handling the incident, and the date of the police report; and

7 6.1.8 A summary of the circumstances thereof.

8 6.2 Absence Without Leave

9 An authorized absence is one in which COUNTY Social Worker and
10 CONTRACTOR have mutually agreed upon the specific dates and/or circumstances
11 of the absence. In the occurrence of any other absence of a Foster Youth from
12 his/her placement, CONTRACTOR shall immediately telephone COUNTY Social Worker
13 and the local law enforcement agency. If COUNTY Social Worker is not
14 available, CONTRACTOR shall notify Orangewood Children's Home Intake Services
15 at (714) 935-7080. The verbal report shall be followed by written
16 notification from CONTRACTOR to ADMINISTRATOR within three (3) business day
17 after such absence without leave.

18 6.2.1 If Foster Youth returns voluntarily, CONTRACTOR shall
19 immediately notify the COUNTY Social Worker and local law enforcement agency.

20 6.2.2 Upon the return of Foster Youth, CONTRACTOR shall meet
21 with Foster Youth to discuss the significance of his/her absence. All
22 resulting discussion shall be documented in Foster Youth's record.

23 6.2.3 CONTRACTOR shall file a report, including local law
24 enforcement agency information, in Foster Youth's record of the action taken
25 by CONTRACTOR as a result of the absence, with a copy to COUNTY Social Worker.

26 6.2.4 If Foster Youth does not return to the home, CONTRACTOR is
27 responsible for delivering Foster Youth's clothing and personal needs items to
28 the CFS Division office located at 800 North Eckhoff Street, Orange, CA 92868.

1 6.3 Other Special Incidents

2 6.3.1 CONTRACTOR shall notify the COUNTY Social Worker
3 immediately by telephone if any of the following occurs:

4 6.3.1.1 Foster Youth engages in behavior which comes to
5 the attention of law enforcement agencies;

6 6.3.1.2 Foster Youth's school takes suspension action;

7 6.3.1.3 Any behavior or activities by any Foster Youth
8 which substantially disrupts activities within the foster home and jeopardizes
9 the status, safety and health of another person; and/or

10 6.3.1.4 A serious incident involving a person other than
11 a Foster Youth placed by the COUNTY that could jeopardize the status, safety
12 or health of a Foster Youth placed by the COUNTY.

13 6.3.2 CONTRACTOR shall follow the via the FYI system verbal
14 report with the submission of an electronic SIR via the FYI system to COUNTY
15 Social Worker and ADMINISTRATOR within three (3) business days after the
16 incident, unless otherwise instructed by COUNTY.

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

18 7.1 ADMINISTRATOR may, in its sole discretion, remove, with or without
19 stating cause, any or all Foster Youth placed with CONTRACTOR at any time.
20 However, COUNTY will conduct TDM meetings that include the CONTRACTOR's social
21 worker and the foster parents prior to non-emergent placement changes.

22 7.2 Except in the case of a critical emergency, no Foster Youth shall
23 be moved by CONTRACTOR without prior authorization from COUNTY Social Worker
24 which will include a move to and from respite care. CONTRACTOR shall notify
25 COUNTY Social Worker within fifteen (15) minutes of any placement disruption.
26 If COUNTY Social Worker is not available, CONTRACTOR shall immediately notify
27 the Officer of the Day and/or COUNTY Social Worker's supervisor. If none of
28 the above individuals are available, CONTRACTOR shall notify OCH Intake

1 Services at (714) 935-7080. CONTRACTOR shall retain in Foster Youth's file,
2 documentation of such authorization and notification.

3 7.3 At the earliest sign of a placement disruption and prior to the
4 submittal of a seven (7) day removal notice, CONTRACTOR shall contact COUNTY
5 Social Worker to request a TDM meeting.

6 8. RECRUITMENT OF FOSTER PARENTS

7 8.1 CONTRACTOR shall not recruit any foster parent who is currently
8 licensed by COUNTY or has submitted an application to COUNTY for licensing.
9 Prior to the evaluation and certification of foster parents by CONTRACTOR,
10 CONTRACTOR shall contact COUNTY Foster Home Licensing Unit to ensure that
11 there will be no duplication of licensing/certification.

12 8.2 CONTRACTOR shall not utilize false or misleading advertisements
13 when recruiting foster parents.

14 9. CONTRACTOR'S PROGRAM STATEMENT

15 9.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or
16 revised Program Statement submitted to the CDSS Foster Care Rates Bureau
17 and/or CCLD prior to the execution of this Agreement and all revised Program
18 Statements thereafter. The provisions of the revised Program Statement shall
19 supersede the provisions contained in the previous Program Statement submitted
20 to ADMINISTRATOR to the extent that they conflict.

21 9.2 CONTRACTOR shall complete the number of contacts per month with
22 each Foster Youth as written in their Program Statement.

23 10. NEEDS AND SERVICES PLAN

24 10.1 The Needs and Services Plan shall be developed in partnership with
25 all of Foster Youth's treatment providers, including CONTRACTOR's Social
26 Worker, within the first thirty (30) days of placement. A copy of the plan,
27 signed by all applicable parties, shall be placed in Foster Youth's file. The
28 plan shall be based on information including, but not limited to:

1 10.1.1 Review of the HEP;
2 10.1.2 Placement information;
3 10.1.3 Service needs of Foster Youth;
4 10.1.4 Transportation and Monitored Visitation Requirements; and
5 10.1.5 Support of the Independent Living Program in the
6 development of Foster Youth age fifteen and one-half (15½) years and older.

7 10.2 The Needs and Services Plan shall be updated with all applicable
8 signatures on a quarterly basis, unless otherwise specified. The quarterly
9 review may be conducted at CONTRACTOR's facility with Foster Youth's social
10 worker and CONTRACTOR.

11 11. FACILITIES

12 11.1 Services shall be provided in certified FFA homes and at
13 CONTRACTOR's main office located at:

14 _____
15 _____
16 _____

17 11.2 CONTRACTOR shall immediately notify ADMINISTRATOR of changes to
18 its main office location.

19 12. CONTRACT ADMINISTRATION

20 ADMINISTRATOR and CONTRACTOR each agree to designate a staff member to
21 have primary responsibility for the coordination activities required to carry
22 out this Agreement.

23 13. COUNTY RESPONSIBILITIES

24 COUNTY shall:

25 13.1 Provide CONTRACTOR with an assessment of Foster Youth's placement
26 needs;

27 13.2 Maintain responsibility for the court ordered Case Plan and the
28 Needs and Services Plan for each Foster Youth by providing all relevant

1 information to CONTRACTOR's Social Worker including, but not limited to: those
2 portions of the court reports that pertain to Foster Youth's placement and
3 needs in placement, all known pertinent education and medical information, and
4 a copy of the HEP, at the time of placement and in an ongoing manner;

5 13.3 Work with CONTRACTOR toward timely permanency of Foster Youth's
6 placement through family reunification, adoption, emancipation or legal
7 guardianship;

8 13.4 Assist in the maintenance of each Foster Youth's constructive
9 relationships with parents, siblings, other family members and significant
10 others, in future planning for each Foster Youth unless determined by COUNTY
11 Social Worker to be unsafe;

12 13.5 See and communicate with each Foster Youth at least once per month
13 unless there is a waiver signed and approved by COUNTY's Program Manager.
14 CONTRACTOR will be informed of any such waiver, and may appeal it by
15 contacting the COUNTY's Social Worker's Program Manager;

16 13.6 Arrange a meeting within the first thirty (30) days of placement
17 between the CONTRACTOR's social worker, foster parent, Foster Youth, and the
18 COUNTY Social Worker. Location of meeting to be mutually agreed upon by
19 parties.

20 13.6.1 Thereafter, arrange monthly meetings between the
21 CONTRACTOR social worker and/or foster parent, Foster Youth and the COUNTY
22 Social Worker. Location of meetings to be mutually agreed upon by parties.

23 13.7 Inform CONTRACTOR of any dangerous propensities of any Foster
24 Youth;

25 13.8 Inform CONTRACTOR of procedures to fund medical care;

26 13.9 Provide authorization for medical treatment;

27 13.10 Obtain, when possible, Foster Youth's available clothing and
28 deliver it to CONTRACTOR within five (5) calendar days. Should Foster Youth

1 be placed from OCH, COUNTY Social Worker will ensure that clothing and
2 personal items provided by OCH will remain with Foster Youth;

3 13.11 Provide a clothing allowance as permitted to meet initial,
4 ongoing, and exceptional clothing needs;

5 13.12 Notify CONTRACTOR within three (3) business days of change in
6 assigned COUNTY Social Worker. Newly assigned COUNTY Social Worker shall make
7 contact with CONTRACTOR's social worker within two (2) weeks of assignment;
8 and

9 13.13 Provide assistance with emergencies. The emergency after hours
10 telephone number is:

11 Social Services Agency (714) 935-7080

12 14. CONTRACTOR RESPONSIBILITIES

13 CONTRACTOR shall:

14 14.1 Provide transportation for Foster Youth as indicated in the Needs
15 and Services Plan or as requested by COUNTY Social Worker. Transportation
16 requested may include but not be limited to, trips to and from medical/dental
17 appointments, court hearings, and monitored visits. On an emergency basis or
18 as deemed necessary, CONTRACTOR shall assist the certified foster homes with
19 transportation. CONTRACTOR is ultimately responsible for ensuring reasonable
20 transportation needs are met.

21 14.2 Provide Supervised and Monitored Visitation Services as indicated
22 in the Needs and Services Plan or as requested by COUNTY Social Worker.

23 14.3 Provide each Foster Youth with the nurture and care of a family,
24 and the professional treatment suited to such foster youth's needs;

25 14.4 Consider the cultural, religious, ethnic, and/or racial background
26 of the Foster Youth as well as the capacity of the prospective foster parents
27 to meet the needs of Foster Youth;

28 14.5 Consider proximity to school, family, and community;

1 14.6 Confirm with COUNTY's Social Worker that services are consistent
2 with the court ordered Case Plan and the Needs and Services Plan;

3 14.7 Follow intake requirements related to medical, dental, behavioral,
4 and developmental screening, physical examination, and medication policies as
5 designated by COUNTY;

6 14.8 Comply with Federal, State, and COUNTY requirements, and work with
7 COUNTY in planning for Foster Youth;

8 14.9 Encourage the maintenance of the parent-child relationship,
9 encourage other familial relationships, and include Foster Youth's parents and
10 non-related extended family members (NREFM) in the treatment plan unless
11 determined by COUNTY to be contraindicated;

12 14.10 Not use any type of degrading or humiliating punishment, such as
13 corporal punishment, deprivation of meals, cessation of visits from parents or
14 siblings, threat of removal as a punishment or disciplinary method, and

15 14.11 Comply with Foster Youth's Treatment Plan and meet as requested by
16 COUNTY Social Worker, with maximum involvement of Foster Youth, the parents,
17 the CASA, and COUNTY.

18 14.12 Work with COUNTY Social Worker in support of Foster Youth's
19 permanency.

20 15. CASE RECORDS

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

23 15.1 Foster Youth's Records

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

26 15.1.1 Foster Youth's records to be maintained by CONTRACTOR
27 shall include, but are not limited to:

28 15.1.1.1 Copies of the initial and all revised Needs and

1 Services Plans;

2 15.1.1.2 A copy of the court ordered Case Plan as
3 provided by COUNTY Social Worker;

4 15.1.1.3 Foster Youth's clothing allowance and
5 expenditures for clothing and material provided by COUNTY;

6 15.1.1.4 Diagnostic studies;

7 15.1.1.5 Reports on interviews with Foster Youth;

8 15.1.1.6 Progress notes and school performance;

9 15.1.1.7 Special Incident Reports;

10 15.1.1.8 Written quarterly treatment summaries, copies of
11 which are to be submitted to COUNTY Social Worker upon completion;

12 15.1.1.9 Any reports from behavioral health treatment
13 professionals as provided to CONTRACTOR by COUNTY Social Worker;

14 15.1.1.10 Foster Youth's foster placement packet as
15 provided by COUNTY Social Worker;

16 15.1.1.11 Updated copies of the HEP; and

17 15.1.1.12 Termination summary, a copy of which is to be
18 submitted to COUNTY Social Worker within ten (10) business days of termination
19 of placement.

20 15.1.2 Foster Youth's records that are to be maintained in the
21 foster home shall include, but are not limited to:

22 15.1.2.1 Foster care agreement;

23 15.1.2.2 Medical authorization; and

24 15.1.2.3 Visitation order.

25 16. REPORTS

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

1 16.1 Foster Youth Population

2 CONTRACTOR shall prepare and submit to ADMINISTRATOR monthly
3 reports regarding admissions, discharges, service provision and changes in
4 staff positions, placement changes, certification and decertification of
5 homes, and CONTRACTOR's Social Worker contacts with Foster Youth. The first
6 Foster Youth Population monthly report is due _____. Thereafter,
7 CONTRACTOR shall submit reports every month, due by the tenth (10th) day of the
8 following month.

9 16.1.1 Staff changes of the Supervisor, Social Worker, Program
10 Director, and Therapist must be communicated by telephone to ADMINISTRATOR
11 within one (1) business day and in writing within seven (7) business days of
12 notification.

13 16.2 Treatment Plan

14 CONTRACTOR's social worker shall prepare and submit to COUNTY
15 Social Worker a Treatment Plan for each Foster Youth to whom he/she is
16 assigned. The Treatment Plan shall be submitted within the first (30) days of
17 placement and shall include but not be limited to:

- 18 16.2.1 Medical and dental needs;
- 19 16.2.2 Psychological/psychiatric evaluations obtained;
- 20 16.2.3 Staffing review summaries;
- 21 16.2.4 Educational assessment;
- 22 16.2.5 Peer adjustment;
- 23 16.2.6 Relationship to staff and foster parents;
- 24 16.2.7 Involvement in recreation program;
- 25 16.2.8 Behavioral problems;
- 26 16.2.9 Involvement/relationship with parents, relatives and
27 friends; and
- 28 16.2.10 Independent Living Program when appropriate.

1 16.3 Quarterly Report

2 16.3.1 CONTRACTOR shall submit to COUNTY Social Worker, on a
3 quarterly basis, ongoing written evaluations of each Foster Youth placed with
4 CONTRACTOR by COUNTY. These reports shall be submitted by the tenth (10th) day
5 of the month following each three (3) month reporting period, and shall
6 include, but not be limited to: Progress since previous quarterly report and
7 toward accomplishing long-range goal(s), short-term objectives, and tasks.

8 16.3.2 Identification of Foster Youth's unmet needs, assessment
9 of unmet needs and efforts made to meet these needs.

10 16.3.3 Reassessment of Foster Youth's adjustment to the
11 CONTRACTOR's foster home, program, school and staff.

12 16.3.4 Current status of Foster Youth's physical and
13 psychological health. A report of medical care received and medication given.

14 16.3.5 Modification of the treatment plan; and as necessary the
15 tasks to be performed, and changes in the anticipated length of placement.

16 16.3.6 Summary of contacts with Foster Youth, CONTRACTOR's foster
17 home, and biological family.

18 16.4 Termination Summary

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

22 17. CONFLICT RESOLUTION

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

27 17.1 CONTRACTOR and assigned COUNTY Social Worker shall first attempt
28 to resolve the dispute;

1 17.2 If CONTRACTOR and COUNTY Social Worker are unable to resolve the
2 dispute, then CONTRACTOR and COUNTY Senior Social Services Supervisor shall
3 attempt to resolve the dispute;

4 17.3 If CONTRACTOR and COUNTY Senior Social Services Supervisor are
5 unable to resolve the dispute, then CONTRACTOR and ADMINISTRATOR shall attempt
6 to resolve the dispute;

7 17.4 If CONTRACTOR and ADMINISTRATOR are unable to resolve the dispute,
8 then COUNTY Program Manager(s) of the assigned Program and the Foster Care
9 Support and Development Program shall attempt to resolve the dispute.

10 17.5 COUNTY Director of Children and Family Services shall have the
11 final right and sole discretion to resolve any dispute as to the necessity and
12 appropriateness of services and length of services.

13 18. CONTRACTOR'S STAFF

14 In addition to personnel disclosure requirements set forth in Paragraph
15 19 of this Agreement, during the term of this Agreement, CONTRACTOR shall:

16 18.1 Hire qualified staff in accordance with all applicable statutes
17 and regulations and comply with Title 22, Division 6 of the California Code of
18 Regulations for criminal record clearances.

19 18.2 Maintain a personnel file on each employee. Such file shall
20 include, but not be limited to, the following information:

21 18.2.1 A completed application;

22 18.2.2 A completed and signed criminal record statement;

23 18.2.3 Periodic written performance evaluations;

24 18.2.4 Proof of automobile insurance;

25 18.2.5 Completed reference checks;

26 18.2.6 A completed initial physical exam;

27 18.2.7 A completed tuberculosis test (within seven (7) days of
28 employment);

- 1 18.2.8 A Department of Motor Vehicles printout;
- 2 18.2.9 A confidentiality agreement;
- 3 18.2.10 A child abuse reporting statement;
- 4 18.2.11 Educational credentials;
- 5 18.2.12 Annual trainings completed; and
- 6 18.2.13 Disciplinary actions.

7 18.3 Provide the following full-time equivalent (FTE) staff positions:

| 8 | <u>POSITION</u> | <u>FTE*</u> |
|----|-----------------|-------------|
| 9 | _____ | |
| 10 | _____ | |
| 11 | _____ | |
| 12 | _____ | |

13 *Full-time equivalent is defined as the amount of time (stated as percentage)
14 the position will be providing services under the terms of this Agreement.
15 This percentage is based upon either forty (40) hour work week or two thousand
16 eighty (2080) hours per year.

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

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