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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

\_\_\_\_\_  
FOR THE PROVISION OF GROUP HOME SERVICES  
RCL\_\_\_\_\_

THIS AGREEMENT, entered into this 1st day of \_\_,20\_\_ which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and \_\_\_\_\_, licensed pursuant to California Code of Regulations section 8400 et seq. as a "Group Home," hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of residential care and treatment services; and

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

WHEREAS, such contracts are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 11200 et seq., 16501, and California Department of Social Services (CDSS) Manual of Policies and

1 Procedures (MPP) Section 11-405:

2 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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TABLE OF CONTENTS

1	1.	TERM	5
2	2.	ALTERATION OF TERMS	5
3	3.	STATUS OF CONTRACTOR	5
4	4.	DEFINITIONS	6
5	5.	DESCRIPTION OF SERVICES, STAFFING	10
6	6.	LICENSES AND STANDARDS	11
7	7.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	12
8	8.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	13
9	9.	NON-DISCRIMINATION	13
10	10.	NOTICES	17
11	11.	NOTICE OF DELAYS	17
12	12.	INDEMNIFICATION	18
13	13.	INSURANCE	18
14	14.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS	23
15	15.	CONFLICT OF INTEREST	23
16	16.	ANTI-PROSELYTISM PROVISION	24
17	17.	SUPPLANTING GOVERNMENT FUNDS	24
18	18.	BREACH SANCTIONS	24
19	19.	PAYMENTS	25
20	20.	OVERPAYMENTS/UNDERPAYMENTS:	26
21	21.	OUTSTANDING DEBT	27
22	22.	MEDICAL COSTS	27
23	23.	FINAL REPORT	28
24	24.	RECORDS, INSPECTIONS AND AUDITS	28
25	25.	PERSONNEL DISCLOSURE	30
26	26.	EMPLOYMENT ELIGIBILITY VERIFICATION	33
27	27.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	34
28	28.	EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS	35
29	29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	36
30	30.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	36
31	31.	CONFIDENTIALITY	36
32	32.	COPYRIGHT ACCESS	38
33	33.	WAIVER	38
34	34.	PUBLICITY	38
35	35.	COUNTY RESPONSIBILITIES	39
36	36.	REFERRALS	39
37	37.	REPORTS	39
38	38.	ENERGY EFFICIENCY STANDARDS	40
39	39.	ENVIRONMENTAL PROTECTION STANDARDS	40
40	40.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	40
41	41.	POLITICAL ACTIVITY	42
42	42.	TERMINATION PROVISIONS	42
43	43.	GOVERNING LAW AND VENUE	43
44	44.	SIGNATURE IN COUNTERPARTS	43

1  
2  
3  
4  
5  
6  
7  
8  
9  
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11  
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Exhibit A

1.	POPULATION TO BE SERVED .....	1
2.	REFERRALS .....	2
3.	CONTRACTOR'S PROGRAM STATEMENT .....	2
4.	GOALS .....	3
5.	SERVICES TO BE PROVIDED .....	3
6.	FACILITIES .....	10
7.	TREATMENT PROGRAM .....	10
8.	OTHER CONTRACTOR RESPONSIBILITIES .....	11
9.	RECORDS .....	13
10.	COUNTY RESPONSIBILITIES .....	15
11.	REPORTS .....	17
12.	SPECIAL OR UNPLANNED INCIDENTS .....	22

1. TERM

The term of this Agreement shall commence on July 1, 2016, and terminate on December 31, 2017, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

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

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

3.2 CONTRACTOR, its agents, 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.

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1           4.     DEFINITIONS

2           4.1   Assembly Bill 12 (AB 12):     California legislation known as  
3     “Fostering Connections to Success Act,” signed into law on September 30, 2010  
4     and effective January 1, 2012, phased in through January 2014, extending  
5     foster care services beyond age eighteen (18) years.

6           4.2   Admission Agreement:     The written individual admission agreement  
7     between the CONTRACTOR, the Foster Youth/Non Minor Dependent (NMD) and Foster  
8     Youth’s/NMD’s authorized representative as required by Title 22, California  
9     Code of Regulations Section 80068.

10          4.3   Community Care Licensing Division (CCLD):     The division of the  
11     California Department of Social Services (CDSS) that is responsible for the  
12     licensing and monitoring of Group Home Agencies for compliance with Community  
13     Care Licensing (CCL) regulations within the State of California.

14          4.4   Case Plan:     A court ordered, written document that, at a minimum,  
15     specifies the type of home in which a Foster Youth/NMD shall be placed, the  
16     safety of that home, and the appropriateness of that home to meet the Foster  
17     Youth’s/NMD’s needs.

18          4.5   Children and Family Services (CFS):     A division, of the Orange  
19     County Social Services Agency (SSA).

20          4.6   Culturally Responsive:     The general knowledge of cultural values  
21     and mores of individuals from diverse ethnic groups; the ability to recognize,  
22     respect, affirm, and value the worth of individuals from different ethnic  
23     groups; and the ability to interact responsively, respectfully, and  
24     effectively with people from diverse cultures, classes, races, ethnic groups,  
25     and religious backgrounds in a manner that recognizes, affirms, and values the  
26     worth of individuals, families, and communities as well as protecting the  
27     dignity of each person.

28     ///

1           4.7 Dependent: A Foster Youth/NMD who is under the jurisdiction of  
2 the Orange County Juvenile Court as a result of abuse and/or neglect and is  
3 under the supervision of Orange County SSA.

4           4.8 Dual Status: When a child is designated by the Orange County  
5 Superior Court, Juvenile Court as both a dependent child and a ward of the  
6 Court and therefore may be supervised by and receive services from both SSA  
7 and the Probation Department as based on Orange County Juvenile Court Protocol  
8 for Welfare and Institutions Code (WIC) Section 241.1 Proceedings.

9           4.9 Extended Foster Care: Period of time Non Minor Dependent (NMDs),  
10 defined in Subparagraph 4.18 below, are eligible to receive support services  
11 pursuant to AB 12.

12           4.10 Foster Care Development Team: SSA staff responsible for the  
13 issuing and handling of all payments to CONTRACTOR.

14           4.11 Foster Youth: An individual between the ages of birth (0) to  
15 eighteen (18) years, referred for foster care services by ADMINISTRATOR to  
16 CONTRACTOR.

17           4.12 Health and Education Passport (HEP): The document that provides  
18 historical and current medical, dental, mental health and educational  
19 information as it pertains to a Foster Youth or NMD.

20           4.13 Health and Education Passport (HEP) Encounter Form: The form to  
21 record the Youth's/NMD's medical/dental exam information for the Health  
22 Passport Update report.

23           4.14 Important Persons: Individuals identified by the Foster Youth/NMD  
24 placed in a group home, age ten (10) years or older, as defined in WIC Section  
25 366.3(e)(2), that are important to the Foster Youth/NMD consistent with  
26 his/her best interest.

27           4.15 Individual Education Plan (IEP): An assessment procedure  
28 requested by parents, guardians, school staff, and/or other involved parties.

1 to determine a youth's educational needs.

2 4.16 Lead Agency: The agency, SSA or Probation, identified by a  
3 judicial officer to be best suited to assume responsibilities for placement of  
4 the child, case management, and Court-related matters in cases where dual  
5 status jurisdiction is invoked as the disposition.

6 4.17 Needs and Services Plan: The written plan required by Title 22 of  
7 the California Code of Regulations, Sections 84068.2 and 84268.2.

8 4.18 Non Minor Dependent (NMD): Pursuant to California Welfare and  
9 Institutions Code (WIC) Section 11400(v), a Foster Youth who has attained the  
10 age of eighteen (18) years while in foster care and is younger than nineteen  
11 (19) years on January 1, 2012 younger than twenty (20) years as of January 1,  
12 2013; or younger than twenty-one (21) years as of January 1, 2014. The NMD  
13 must meet at least one of the participation requirements in WIC section 11403  
14 (b) and must participate in a Transitional Independent Living Plan (TILP)  
15 under the supervision of ADMINISTRATOR.

16 4.19 Notice of Hearing: Notification by certified mail of a Foster  
17 Youth's/NMD's dependency status review hearing. Included with the Notice of  
18 Hearing is the Summary of Recommendation for Disposition form, which is  
19 required to be provided by the Lead Agency to the party having physical  
20 custody of the Foster Youth/NMD, if the Foster Youth/NMD is not residing with  
21 his/her parents.

22 4.20 Program Statement: The document that is prepared by all Group  
23 Homes (GH), as required by State regulation and filed with CCLD, which  
24 provides details of the day-to-day operation of the GH, including, but not  
25 limited to, staffing, training, therapy, intake criteria, and record-keeping.

26 4.21 Probation Department: The County of Orange Probation Department.

27 4.22 Probation Officer: The Foster Youth's/NMD's assigned Probation  
28 Department Case Manager.



1           4.23 Program Manager: SSA management staff responsible for the  
2 oversight of group home placements.

3           4.24 Social Worker: SSA employee assigned as the case-carrying social  
4 worker responsible for a Foster Youth's/NMD's placement and care.

5           4.25 Special Education Local Planning Area (SELPA): Service area  
6 covered by a special education local plan and the governance structure created  
7 under any of the planning options of California Education Code Sections 56205,  
8 56206, 56208, 56213, 56241, and 56243-56245. SELPAs facilitate educational  
9 programs and services for special needs students and training for parents and  
10 educators. The SELPA collaborates with county agencies and school districts  
11 to develop and maintain healthy and enriching environments in which special  
12 needs students and families can live and succeed.

13           4.26 Team Decision Making (TDM): A group process facilitated by CFS to  
14 make decisions critical to a Foster Youth's/NMD's well-being, including  
15 decisions to separate a Foster Youth/NMD from his/her family, reunify with the  
16 family, or to change a placement.

17           4.27 Termination of placement: Severing the admission agreement for an  
18 individual Foster Youth/NMD and concluding payment to CONTRACTOR for care of  
19 the Foster Youth/NMD. Planned termination of placement means CONTRACTOR,  
20 Foster Youth/NMD, and Foster Youth's/NMD's Social Worker/Probation Officer  
21 have agreed that the Foster Youth/NMD has met the goals of the program, and  
22 have planned the Foster Youth's/NMD's transition home or to another caregiver.  
23 Unplanned termination means that the Foster Youth/NMD is ordered removed from  
24 the placement by the Juvenile Court, that the Foster Youth/NMD was removed  
25 from the placement due to safety concerns, or that CONTRACTOR has requested  
26 the Foster Youth's/NMD's removal because the program cannot meet the Foster  
27 Youth's/NMD's needs. CONTRACTOR shall provide written notice to COUNTY  
28 within ten (10) calendar days prior to termination of placement. A TDM, which

1 CONTRACTOR shall attend, shall be conducted prior to any termination, planned  
2 or unplanned.

3 4.28 Title 22: Title 22, Division 6 of the California Code of  
4 Regulations (CCR) relating to the licensing of community care facilities,  
5 including group homes.

6 4.29 Transitional Independent Living Plan (TILP): A plan established by  
7 the Social Worker/Probation Officer in collaboration with the Foster Youth/NMD  
8 to develop and document meaningful and attainable goals that will support the  
9 Foster Youth's/NMD's transition to adulthood; and meet at least one  
10 participation requirement for the NMD to remain eligible for Extended Foster  
11 Care.

12 4.30 Transitional Planning Services Program (TPSP): A program within  
13 the CFS Division of SSA, which provides independent living skills training  
14 resources, supportive services, vocational assessment referrals, and financial  
15 resources assistance for employment and education to Orange County's dependent  
16 and emancipated youth, ages sixteen (16) through twenty (20).

17 4.31 Treatment Team: Collaborative team consisting of ADMINISTRATOR,  
18 CONTRACTOR and Probation staff who confer for decision making purposes.

19 4.32 Visitors: Volunteers, repairmen, family members, friends,  
20 consulting staff, outside agency staff, or any other person who is not a  
21 resident or staff member of the group home.

## 22 5. DESCRIPTION OF SERVICES, STAFFING

23 5.1 CONTRACTOR agrees to provide those services, facilities, equipment  
24 and supplies as described in the Exhibit "A" to the Agreement between County  
25 of Orange and \_\_\_\_\_, for the Provision of Group Home Services,  
26 attached hereto and incorporated herein by reference. CONTRACTOR shall  
27 operate continuously throughout the term of this Agreement with the number and  
28 type of staff described and as required for provision of services hereunder

1 pursuant to the personnel disclosure provisions of this Agreement.

2 5.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR  
3 may require changes in staffing allocations to reflect current workload  
4 demands related to the number of Foster Youth's/NMD's or service needs as long  
5 as COUNTY's maximum obligation as set forth in this Agreement is not exceeded.

6 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send  
7 appropriate staff to attend an orientation session and subsequent training  
8 sessions given by COUNTY.

9 6. LICENSES AND STANDARDS

10 6.1 CONTRACTOR warrants that it has all necessary licenses and permits  
11 required by the laws of the United States, State of California, County of  
12 Orange and all other appropriate governmental agencies to perform the services  
13 described in this Agreement, and agrees to maintain these licenses and permits  
14 in effect for the duration of this Agreement. Further, CONTRACTOR warrants  
15 that its employees shall conduct themselves in compliance with such laws and  
16 licensure requirements including, without limitation, compliance with laws  
17 applicable to sexual harassment and ethical behavior.

18 6.2 In the performance of this Agreement, CONTRACTOR shall comply,  
19 unless waived in whole or in part by ADMINISTRATOR, with all applicable  
20 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
21 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR  
22 part 200, Uniform Administrative Requirements, Cost Principles, and Audit  
23 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable  
24 laws and regulations of the United States, State of California, County of  
25 Orange Social Services Agency and all administrative regulations, rules and  
26 policies adopted thereunder as each and all may now exist or be hereafter  
27 amended.

28 ///

1                   6.2.1 For Federally funded Agreements in the amount of \$25,000  
2 or more, CONTRACTOR certifies that its officers and/or principals are not  
3 debarred or suspended from Federal financial assistance programs and/or  
4 activities.

5                   6.3 CONTRACTOR shall cooperate with CDSS on the implementation,  
6 monitoring, and evaluation of the State's Child Abuse and Neglect Prevention  
7 and Intervention Program, and shall comply, to the mutual satisfaction of  
8 COUNTY and CDSS, with any and all reporting and evaluation requirements  
9 established by CDSS.

10           7.    DELEGATION AND ASSIGNMENT/SUBCONTRACTS

11               7.1   Delegation and Assignment:

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

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. All subcontracts must  
26 be in writing and copies of same shall be provided to ADMINISTRATOR.  
27 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
28 require.

1           8.     FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

2                 8.1     Form of Business Organization:

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

7                     8.1.1     The form of CONTRACTOR's business organization, i.e.,  
8 proprietorship, partnership, corporation, etc.

9                     8.1.2     A detailed statement indicating the relationship of  
10 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
11 individual.

12                    8.1.3     A detailed statement indicating the relationship of  
13 CONTRACTOR to any subsidiary business organization or to any individual who  
14 may be providing services, supplies, material or equipment to CONTRACTOR or in  
15 any manner does business with CONTRACTOR under this Agreement.

16                 8.2     Change in Form of Business Organization:

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

24           9.     NON-DISCRIMINATION

25                     9.1     In the performance of this Agreement, CONTRACTOR agrees that it  
26 shall not engage nor employ any unlawful discriminatory practices in the  
27 admission of clients, provision of services or benefits, assignment of  
28 accommodations, treatment, evaluation, employment of personnel or in any other

1 respect on the basis of race, religious creed, color, national origin,  
2 ancestry, physical disability, mental disability, medical condition, genetic  
3 information, marital status, sex, gender, gender identity, gender expression,  
4 age, sexual orientation, military and veteran status or any other protected  
5 group in accordance with the requirements of all applicable Federal or State  
6 laws.

7 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
8 meets the lawful and applicable requirements of the U.S. Department of Health  
9 and 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 (Title 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 race, religious creed,  
21 color, national origin, ancestry, physical disability, mental disability,  
22 medical condition, genetic information, marital status, sex, gender, gender  
23 identity, gender expression, age, sexual orientation, military and veteran  
24 status or any other protected group in accordance with the requirements of all  
25 applicable Federal or State laws. Notices describing the provisions of the  
26 equal opportunity clause shall be posted in a conspicuous place for employees  
27 and job applicants.

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1                   9.5.2     CONTRACTOR shall refer any and all employees desirous of  
2 filing a formal discrimination complaint to:

3                   California Department of Social Services

4                   Public Inquiry and Response Bureau

5                   P.O. Box 944243, M.S. 8-3-23

6                   Sacramento, CA 95814

7                   Telephone: (800) 952-5253

8                                   (800) 952-8349 (For the hard of hearing)

9                   9.6     Non-Discrimination in Service Delivery:

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

1 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be  
2 referred to the appropriate Federal agency for further compliance action and  
3 enforcement of Subparagraph 9.6 et seq.

4 9.6.2 CONTRACTOR shall provide any and all clients desirous of  
5 filing a formal complaint any and all information as appropriate:

6 9.6.2.1 Pamphlet: "Your Rights Under California  
7 Welfare Programs" (PUB 13)

8 9.6.2.2 Discrimination Complaint Form

9 9.6.2.3 Civil Rights Contacts:

10 County Civil Rights Contact:

11 Orange County Social Services Agency

12 Program Integrity

13 Attn: Civil Rights Coordinator

14 P.O. Box 22001

15 Santa Ana, CA 92702-2001

16 Telephone: (714) 438-8877

17 State Civil Rights Contact:

18 California Department of Social Services

19 Civil Rights Bureau

20 P.O. Box 944243, M.S. 15-70

21 Sacramento, CA 94244-2430

22 Federal Civil Rights Contact:

23 U.S. Department of Health and Human Services

24 Office of Civil Rights

25 50 U.N. Plaza, Room 322

26 San Francisco, CA 94102

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10. NOTICES

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

COUNTY: County of Orange Social Services Agency  
Contract Services  
500 N. State College Boulevard  
Orange, CA 92867

AND

Orange County Probation Department  
Placement Monitoring and Investigations Unit  
P.O Box 10260  
Santa Ana CA 92711-0260

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

11. NOTICE OF DELAYS

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

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1           12.    INDEMNIFICATION

2           12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
3 writing by COUNTY, and hold U.S. 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. Neither party shall request a jury  
14 apportionment.

15           13.    INSURANCE

16           13.1 Prior to the provision of services under this Agreement,  
17 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
18 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
19 endorsements required herein, necessary to satisfy COUNTY that the insurance  
20 provisions of this Agreement have been complied with, and to keep such  
21 insurance coverage and the certificates therefore on deposit with  
22 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall  
23 ensure that all subcontractors performing work on behalf of Contractor  
24 pursuant to this agreement shall be covered under Contractor's insurance as an  
25 Additional Insured or maintain insurance subject to the same terms and  
26 conditions as set forth herein for Contractor. Contractor shall not allow  
27 subcontractors to work if subcontractors have less than the level of coverage  
28 required by County from Contractor under this agreement. It is the obligation

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

6 13.2 CONTRACTOR shall ensure that all subcontractors performing work on  
7 behalf of Contractor pursuant to this Contract shall obtain insurance subject  
8 to the same terms and conditions as set forth herein for Contractor.

9 All self-insured retentions (SIRs) and deductibles shall be clearly stated on  
10 the Certificate of Insurance if no SIRs or deductibles apply, indicate this on  
11 the Certificate of Insurance if no SIRs or deductibles apply, indicate this on  
12 the Certificate of Insurance with a zero (0) by the appropriate line of  
13 coverage. Any self-insured retention (SIR) or deductible in an amount in  
14 excess of \$25,000 (\$5,000 for automobile liability), shall specifically be  
15 approved by the County Executive Office (CEO)/Office of risk management upon  
16 review of CONTRACTOR's current audited financial report.

17 13.3 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
18 the full term of this Agreement, COUNTY may terminate this Agreement.

19 13.4 Qualified Insurer:

20 13.4.1 The policy or policies of insurance required herein must  
21 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
22 Rating) and VIII (Financial Size Category as determined by the most current  
23 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
24 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
25 to do business in the state of California (California Admitted Carrier).

26 13.5 If the insurance carrier does not have an A.M. Best Rating of A-  
27 /VIII, the CEO/Office of Risk Management retains the right to approve or  
28 reject a carrier after a review of the company's performance and financial

1 rating.

2 13.6 The policy or policies of insurance maintained by CONTRACTOR shall  
3 provide the minimum limits and coverage as set forth below:

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

22 13.7 Required Coverage Forms:

23 13.7.1 Commercial General Liability coverage shall be written on  
24 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing  
25 liability coverage at least as broad.

26 13.7.2 Business Auto Liability coverage shall be written on ISO  
27 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing  
28 coverage at least as broad.

1           13.8 Required Endorsements:

2           13.8.1 Commercial General Liability policy shall contain the  
3 following endorsements, which shall accompany the Certificate of Insurance:

4                   13.8.1.1 An Additional Insured endorsement using ISO  
5 form CG 2010 or CG 2033 or a form at least as broad naming the County of  
6 Orange, its elected and appointed officials, officers, employees, agents as  
7 Additional Insureds.

8                   13.8.1.2 A primary non-contributing endorsement  
9 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
10 insurance maintained by the County of Orange shall be excess and non-  
11 contributing.

12           13.8.2 The Network Security and Privacy Liability policy shall  
13 contain the following endorsements which shall accompany the certificate of  
14 Insurance.

15                   13.8.2.1 An Additional Insured endorsement naming the  
16 County of Orange, its elected and appointed officials, officers, agents and  
17 employees as Additional Insureds for its vicarious liability.

18                   13.8.2.2 A primary and non-contributing endorsement  
19 evidencing that the CONTRACTOR's insurance is primary and any insurance or  
20 self-insurance maintained by the County of Orange shall be excess and non-  
21 contributing.

22           13.9 All insurance policies required by this Agreement shall waive all  
23 rights of subrogation against the County of Orange, its elected and appointed  
24 officials, officers, agents and employees when acting within the scope of  
25 their appointment or employment.

26           13.10 CONTRACTOR shall notify County in writing within thirty (30) days  
27 of any policy cancellation and ten (10) days for non-payment of premium and  
28 provide a copy of the notice to County. Failure to provide written notice may

1 constitute a material breach of the contract, upon which the County may  
2 suspend or terminate this Agreement.

3 13.11 If CONTRACTOR's Professional Liability policy is a "claims made"  
4 policy, CONTRACTOR shall agree to maintain professional liability coverage for  
5 two (2) years following completion of this Agreement.

6 13.12 The Commercial General Liability policy shall contain a  
7 severability of interests clause also known as a "separation of insureds"  
8 clause (standard in the ISO CG 0001 policy).

9 13.13 Insurance certificates should be mailed to COUNTY at the address  
10 indicated in Paragraph 10 of this Agreement.

11 13.14 If CONTRACTOR fails to provide the insurance certificates and  
12 endorsements within seven (7) days of notification by CEO/County Procurement  
13 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

14 13.15 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 13.16 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 COUNTY incorporating such  
22 changes within thirty (30) days of receipt of such notice, this Agreement may  
23 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
24 entitled to all legal remedies.

25 13.17 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, nor  
28 act in any way to reduce the policy coverage and limits available from the

1 insurer.

2 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

3 CONTRACTOR shall report to COUNTY:

4 14.1 Any accident or incident relating to services performed under this  
5 Agreement which involves injury or property damage which may result in the  
6 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
7 shall be made in writing within twenty-four (24) hours of occurrence.

8 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
9 from or related to services performed by CONTRACTOR under this Agreement.  
10 Such report shall be submitted to COUNTY within twenty-four (24) hours of  
11 occurrence.

12 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
13 property. Such report shall be submitted to COUNTY within twenty-four (24)  
14 hours of occurrence.

15 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
16 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
17 under the term of this Agreement. Such report shall be submitted to COUNTY  
18 within twenty-four (24) hours of occurrence.

19 15. CONFLICT OF INTEREST

20 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
21 any actions or conditions that could result in a conflict with the best  
22 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
23 agents, relatives, subcontractors, and third parties associated with  
24 accomplishing the work hereunder.

25 15.2 CONTRACTOR's efforts shall include, but not be limited to,  
26 establishing precautions to prevent its employees or agents from making,  
27 receiving, providing, or offering gifts, entertainment, payments, loans, or  
28 other considerations which could be deemed to appear to influence individuals

1 to act contrary to the best interests of COUNTY.

2 16. ANTI-PROSELYTISM PROVISION

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

7 17. SUPPLANTING GOVERNMENT FUNDS

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

17 18. BREACH SANCTIONS

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

23 18.1 Afford CONTRACTOR a time period within which to cure the breach,  
24 which period shall be established by ADMINISTRATOR; and/or

25 18.2 Discontinue reimbursement to CONTRACTOR for and during the period  
26 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
27 later recovery; and/or

28 ///



1           18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
2 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

5           19.   PAYMENTS

6           19.1 COUNTY shall pay to CONTRACTOR, monthly in arrears, the rate of  
7 reimbursement for the services provided under this Agreement, as established  
8 by the State of California, as stated in CDSS Manual of Policies and  
9 Procedures, Division 11, Chapter 11-425.1. Payments shall accrue from the date  
10 a Foster Youth/NMD is placed and terminate on the date before the Foster  
11 Youth/NMD is discharged, removed, runs away, or otherwise leaves CONTRACTOR's  
12 facility. No payment shall accrue to CONTRACTOR if the Foster Youth/NMD is  
13 placed and removed from CONTRACTOR's facility and placed in another facility  
14 on the same day, i.e., the Foster Youth/NMD must spend the night in  
15 CONTRACTOR's facility before payment will accrue.

16           19.1.1 It is mutually understood that CDSS determines  
17 CONTRACTOR's Rate Classification Level (RCL) and sets a corresponding rate  
18 using the standardized schedule of rates specified in WIC Section 11462(f),  
19 (g), and (h). CONTRACTOR's RCL is determined using points resulting from the  
20 total number of eligible weighted hours per Foster Youth/NMD per month of  
21 Child Care Service, Social Work Activities, and Mental Health Treatment  
22 Services, divided by ninety (90) percent of CONTRACTOR's licensed capacity.  
23 The total number of points determines CONTRACTOR's RCL.

24           19.1.2 CONTRACTOR shall be classified at RCL 13 or 14 only if  
25 CONTRACTOR generates the requisite number of points for RCL 13 or 14, only  
26 accepts Foster Youth/NMD with special treatment needs, as determined through  
27 the assessment process in WIC Section 11462.01, and has as part of its program  
28 measurable performance standards developed by COUNTY.

1                   19.1.3 CONTRACTOR shall submit to CDSS a completed rate  
2 application for each program on a biennial basis according to a schedule  
3 determined by CDSS, in accordance with Welfare and Institutions Code Section  
4 11462 (a) (3) (A)

5                   19.2 Upon prior written approval of Foster Youth's/NMD's Social  
6 Worker/Probation Officer, COUNTY may continue to pay for residential care for  
7 up to fourteen (14) calendar days when a Foster Youth/NMD leaves CONTRACTOR's  
8 facility prior to the planned discharge date (e.g., runaway) if CONTRACTOR has  
9 agreed to take the Foster Youth/NMD back immediately upon notice during the  
10 period of continued payment.

11                   20.   OVERPAYMENTS/UNDERPAYMENTS:

12                   20.1 CONTRACTOR shall provide written notice to CFS Foster Care  
13 Eligibility within thirty (30) days of receipt of a payment for an Orange  
14 County placement that is inconsistent with the actual period of placement and  
15 results in an overpayment or underpayment. The overpayment or underpayment  
16 shall be identified by the Foster Youth's/NMD's name, case number, caseload  
17 number, and the amount of underpayment and/or overpayment.

18                   20.2 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to  
19 which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY,  
20 in accordance with any applicable regulations and/or policies in effect during  
21 the term of this Agreement, or as established by COUNTY procedure. Any  
22 overpayments made by COUNTY which result from a payment by any other funding  
23 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the  
24 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within  
25 thirty (30) days after the date of the final audit findings report and prior  
26 to any administrative appeal process. In the event an overpayment owing by  
27 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR  
28 shall reimburse COUNTY within thirty (30) days thereafter and prior to any

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

3 20.3 CONTRACTOR may call the following phone number with  
4 overpayment/underpayment questions:

5 Social Services: Foster Care Program Development

6 (714) 704-8866 or 704-8441

7 Probation: Supervisor, Community Resources Unit

8 (714) 935-8009

9 20.4 CONTRACTOR may call the following phone numbers to appeal  
10 overpayment/underpayment matters:

11 Social Services: Program Integrity

12 (714) 438-8880 or

13 California Department of Social Services: State Hearing System

14 1(800)952-5253

15 Probation: Supervisor, Community Resources Unit

16 (714) 569-2150

17  
18 20.5 CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to  
19 enforce the provisions set forth in this Paragraph.

20 21. OUTSTANDING DEBT

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

24 22. MEDICAL COSTS

25 22.1 It is anticipated that any medical costs for Foster Youth/NMD  
26 placed by COUNTY under this Agreement shall be paid by the State Medi-Cal  
27 program during such periods as the Foster Youth/NMD is eligible for health  
28 care services under that program.

1           22.2 If the Foster Youth/NMD is ineligible for Medi-Cal services,  
2 CONTRACTOR shall notify Foster Youth's/NMD's Social Worker/Probation Officer  
3 and specify the medical treatment needed and approximate cost. Except in  
4 emergencies, authorization by the Foster Youth's/NMD's Social Worker/Probation  
5 Officer must be obtained prior to incurring any medical expenses not covered  
6 by Medi-Cal. COUNTY may pay for medical services, in accordance with COUNTY  
7 procedure, if such services are deemed necessary by COUNTY and Medi-Cal  
8 rejects coverage. COUNTY shall reimburse CONTRACTOR for medical expenses paid  
9 by CONTRACTOR pursuant to this section based on Medi-Cal rates.

10           22.3 CONTRACTOR shall be responsible for controlling the use of each  
11 Foster Youth's/NMD's Medi-Cal proof-of-eligibility card.

12   23.   FINAL REPORT

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

18   24.   RECORDS, INSPECTIONS AND AUDITS

19           24.1 Financial Records:

20           24.1.1 CONTRACTOR shall prepare and maintain accurate and  
21 complete financial records. Financial records shall be retained, by  
22 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
23 under this Agreement or until all pending COUNTY, State and Federal audits are  
24 completed, whichever is later.

25           24.1.2 CONTRACTOR shall establish and maintain reasonable  
26 accounting, internal control and financial reporting standards in conformity  
27 with generally accepted accounting principles established by the American  
28 Institute of Certified Public Accountants and to the satisfaction of

1 ADMINISTRATOR.

2 24.2 Client Records:

3 24.2.1 CONTRACTOR shall prepare and maintain accurate and  
4 complete records of clients served and dates and type of services provided  
5 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

6 24.2.2 All client records related to services provided under the  
7 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
8 (5) years from the date of final payment under this Agreement or until all  
9 pending COUNTY, State and Federal audits are completed, whichever is later.  
10 Notwithstanding anything to the contrary, upon termination of this Agreement,  
11 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
12 in accordance with Subparagraph 42.2.

13 24.2.3 COUNTY may refuse payment for a claim if client records  
14 are determined by COUNTY to be incomplete or inaccurate. In the event client  
15 records are determined to be incomplete or inaccurate after payment has been  
16 made, COUNTY may treat such payment as an overpayment within the provisions of  
17 this Agreement.

18 24.3 Public Records:

19 With the exception of client records or other records referenced  
20 in Paragraph 31, entitled Confidentiality, all records, including but not  
21 limited to, reports, audits, notices, claims, statements and correspondence,  
22 required by this Agreement may be subject to public disclosure. COUNTY will  
23 not be liable for any such disclosure.

24 24.4 Inspections and Audits:

25 24.4.1 The U.S. Department of Health and Human Services,  
26 Comptroller General of the United States, Director of CDSS, State Auditor-  
27 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
28 Department, or any of their authorized representatives, shall have access to

1 any books, documents, papers and records, including medical records, of  
2 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
3 for the purpose of financial monitoring. Further, all the above mentioned  
4 persons have the right at all reasonable times to inspect or otherwise  
5 evaluate the work performed or being performed under this Agreement and the  
6 premises in which it is being performed.

7 24.4.2 CONTRACTOR shall make its books and financial records  
8 available within the borders of Orange County within ten (10) days of receipt  
9 of written demand by ADMINISTRATOR.

10 24.4.3 In the event CONTRACTOR does not make available its books  
11 and financial records within the borders of Orange County, CONTRACTOR agrees  
12 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
13 designee, necessary to obtain CONTRACTOR's books and financial records.

14 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
15 COUNTY's liability to the State or Federal government or any agency thereof  
16 resulting from any disallowances or other audit exceptions to the extent that  
17 such liability is attributable to CONTRACTOR's failure to perform under this  
18 Agreement.

19 24.5 Evaluation Studies:

20 24.5.1 CONTRACTOR shall participate as requested by COUNTY in  
21 research and/or evaluative studies designed to show the effectiveness and/or  
22 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
23 project.

24 25. PERSONNEL DISCLOSURE

25 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
26 all personnel providing services hereunder, including résumés and job  
27 applications. Changes to the list will be immediately provided to  
28 ADMINISTRATOR in writing, along with a copy of a résumé and/or job

1 application. The list shall include:

2 25.1.1 Names and dates of birth of all full or part-time  
3 personnel by title, including volunteer personnel, whose direct services are  
4 required to provide the programs described herein;

5 25.1.2 A brief description of the functions of each position and  
6 the hours each person works each week; or for part-time personnel, each day or  
7 month, as appropriate;

8 25.1.3 The professional degree, if applicable, and experience  
9 required for each position; and

10 25.1.4 The language skill, if applicable, for all personnel.

11 25.2 Where authorized by law, CONTRACTOR's employment applications  
12 shall require applicants to provide detailed information regarding the  
13 conviction of a crime by any court, for offenses other than minor traffic  
14 offenses. Information not disclosed in the employment application discovered  
15 subsequent to the hiring or promotion of any applicant shall be cause for  
16 termination of that employee from the performance of services under this  
17 Agreement.

18 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
19 COUNTY, a clearance on the following public websites the names and dates of  
20 birth for all employees and/or volunteers who will have direct, interactive  
21 contact with clients served through this Agreement: U.S Department of Justice  
22 National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
23 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov))

24 25.4 Where authorized by law, CONTRACTOR shall conduct , at no cost to  
25 COUNTY, a criminal record background check on all employees (direct service  
26 and administrative) funded through this Agreement and also all non-funded  
27 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
28 interactive contact with clients served through this Agreement. Background

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

5 25.5 In the event a record is revealed through the processes described  
6 in Subparagraphs 25.3 and 25.4, COUNTY will be available to consult with  
7 CONTRACTOR on appropriateness of personnel providing services through this  
8 Agreement.

9 25.6 CONTRACTOR warrants that all persons employed or otherwise  
10 assigned by CONTRACTOR to provide services under this Agreement have  
11 satisfactory past work records and/or reference checks indicating their  
12 ability to perform the required duties and accept the kind of responsibility  
13 anticipated under this Agreement. CONTRACTOR shall maintain records of  
14 background investigations and reference checks undertaken and coordinated by  
15 CONTRACTOR for each employee and/or volunteer assigned to provide services  
16 under this Agreement for a minimum of five (5) years from the date of final  
17 payment under this Agreement or until all pending COUNTY, State and Federal  
18 audits are completed, whichever is later, in compliance with all applicable  
19 laws.

20 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
21 arrest and/or subsequent conviction, for offenses other than minor traffic  
22 offenses, of any paid employee and/or volunteer staff performing services  
23 under this Agreement, when such information becomes known to CONTRACTOR.  
24 ADMINISTRATOR may determine whether such employee and/or volunteer may  
25 continue to provide services under this Agreement and shall provide notice of  
26 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply  
27 with ADMINISTRATOR's decision shall be deemed a material breach of this  
28 Agreement, pursuant to Paragraph 18 above.



1           25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
2 staff performing work hereunder and any proposed changes in CONTRACTOR's  
3 staff.

4           25.9 COUNTY shall have the right to require CONTRACTOR to remove any  
5 employee from the performance of services under this Agreement. At the  
6 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

7           25.10 CONTRACTOR shall notify COUNTY immediately when staff is  
8 terminated for cause from working on this Agreement.

9           25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to  
10 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all  
11 work in accordance with the terms and conditions of this Agreement.

12       26.   EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 performing work under this Agreement.

2 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

3 27.1 In order to comply with child support enforcement requirements of  
4 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
5 of the award of this Agreement:

6 in the case of an individual contractor, his/her name, date of birth, Social  
7 Security number, and residence address;

8 (a) in the case of a contractor doing business in a form other than as  
9 an individual, the name, date of birth, Social Security number,  
10 and residence address of each individual who owns an interest of  
11 ten percent (10%) or more in the contracting entity;

12 (b) a certification that CONTRACTOR has fully complied with all  
13 applicable Federal and State reporting requirements regarding its  
14 employees; and

15 (c) a certification that CONTRACTOR has fully complied with all  
16 lawfully served Wage and Earnings Assignment Orders and Notices of  
17 Assignment, and will continue to so comply.

18 27.2 The failure of CONTRACTOR to timely submit the data or  
19 certifications required by subsections (a), (b), (c), or (d), or to comply  
20 with all Federal and State employee reporting requirements for child support  
21 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
22 Orders and Notices of Assignment shall constitute a material breach of this  
23 Agreement, and failure to cure such breach within sixty (60) calendar days of  
24 notice from COUNTY shall constitute grounds for termination of this Agreement.

25 27.3 It is expressly understood that this data will be transmitted to  
26 governmental agencies charged with the establishment and enforcement of child  
27 support orders, and for no other purpose.

28 ///

1           28.    EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

2           28.1 Effective January 1, 2001, COUNTY is required to file Federal Form  
3 1099-Misc for services received from a “service provider” to whom COUNTY pays  
4 \$600 or more or with whom COUNTY enters into a contract for \$600 or more  
5 within a single calendar year. The purpose of this reporting requirement is  
6 to increase child support collection by helping to locate parents who are  
7 delinquent in their child support obligations.

8           28.2 The term “service provider” is defined in California Unemployment  
9 Insurance Code Section 1088.8, Subparagraph (b) (2) as, “An individual who is  
10 not an employee of the service recipient for California purposes and who  
11 received compensation or executes a contract for services performed for that  
12 service recipient within or without the state.” The term is further defined  
13 by the California Employment Development Department to refer specifically to  
14 independent contractors. An independent contractor is defined as, “An  
15 individual who is not an employee of the ... government entity for California  
16 purposes and who receives compensation or executes a contract for services  
17 performed for that ... government entity either in or outside of California.”

18           28.3 The reporting requirement does not apply to corporations, general  
19 partnerships, limited liability partnerships, and limited liability companies.

20           28.4 Additional information on this reporting requirement can be found  
21 at the California Employment Development Department web site located at  
22 [www.edd.ca.gov/Payroll Taxes/FAQ - California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll%20Taxes/FAQ%20-%20California%20Independent%20Contractor%20Reporting.htm).

23 To comply with the reporting requirements, COUNTY procedures for contracting  
24 with independent contractors mandate that the following information be  
25 completed and forwarded to ADMINISTRATOR immediately upon request:

- 26           (a) First name, middle initial and last name  
27           (b) Social Security Number  
28           (c) Address

1 (d) Start and expiration dates of contract

2 (e) Amount of contract

3 28.5 The failure of CONTRACTOR to timely submit the requested data  
4 shall constitute a material breach and grounds for termination of this  
5 Agreement.

6 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

18 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

24 31. CONFIDENTIALITY

25 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
26 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
27 and all other provisions of law, and regulations promulgated thereunder  
28 relating to privacy and confidentiality, as each may now exist or be hereafter

1 amended.

2 31.2 All records and information concerning any and all persons  
3 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
4 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
5 volunteers. CONTRACTOR shall require all of its employees, agents,  
6 subcontractors and volunteer staff who may provide services for CONTRACTOR  
7 under this Agreement to sign an agreement with CONTRACTOR before commencing  
8 the provision of any such services, to maintain the confidentiality of any and  
9 all materials and information with which they may come into contact, or the  
10 identities or any identifying characteristics or information with respect to  
11 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
12 required to provide services under this Agreement or to those specified in  
13 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
14 latter, only during such audit. CONTRACTOR shall comply with any audits  
15 specified in Paragraph 24, provide reports and any other information required  
16 by COUNTY in the administration of this Agreement, and as otherwise permitted  
17 by law.

18 31.3 CONTRACTOR shall inform all of its employees, agents,  
19 subcontractors, volunteers and partners of this provision and that any person  
20 violating the provisions of said State law may be guilty of a crime.

21 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
22 be subject to the confidentiality requirements of this Agreement.

23 31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
24 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
25 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
26 regarding Confidentiality, as it now exists or may hereafter be amended.

27 31.5.1 No access, disclosure or release of information regarding  
28 a Foster Youth/NMD who is the subject of Juvenile Court proceedings shall be

1 permitted except as authorized. If authorization is in doubt, no such  
2 information shall be released without the written approval of a Judge of the  
3 Juvenile Court.

4 31.5.2 CONTRACTOR must receive prior written approval of the  
5 Juvenile Court before allowing any Foster Youth/NMD to be interviewed,  
6 photographed or recorded by any publication or organization or to appear on  
7 any radio, television or internet broadcast or make any other public  
8 appearance. Such approval shall be requested through Foster Youth's/NMD's  
9 Social Worker/Probation Officer.

10 32. COPYRIGHT ACCESS

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

15 33. WAIVER

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

24 34. PUBLICITY

25 34.1 Information and solicitations, prepared and released by  
26 CONTRACTOR, concerning the services provided under this Agreement shall state  
27 that the program, wholly or in part, is funded through COUNTY, State and  
28 Federal government funds.

1           34.2 CONTRACTOR shall not disclose any details in connection with this  
2 Agreement to any person or entity except as may be otherwise provided  
3 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
4 identify its services and related clients to sustain itself, COUNTY shall not  
5 inhibit CONTRACTOR from publishing its role under this Agreement within the  
6 following conditions:

7           34.2.1 CONTRACTOR shall develop all publicity material in a  
8 professional manner; and

9           34.2.2 During the term of this Agreement, CONTRACTOR shall not,  
10 and shall not authorize another to, publish or disseminate any commercial  
11 advertisements, press releases, feature articles, or other materials using the  
12 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
13 unreasonably withhold written consent.

14 35. COUNTY RESPONSIBILITIES

15           ADMINISTRATOR will provide consultation and technical assistance, and  
16 will monitor performance of CONTRACTOR in meeting the terms of this Agreement,  
17 as permitted by CCLD.

18 36. REFERRALS

19           36.1 CONTRACTOR shall provide services to individuals referred by  
20 ADMINISTRATOR.

21 37. REPORTS

22           37.1 CONTRACTOR shall provide information deemed necessary by  
23 ADMINISTRATOR to complete any State-required reports related to the services  
24 provided under this Agreement.

25           37.2 CONTRACTOR shall maintain records and submit reports containing  
26 such data and information regarding the performance of CONTRACTOR's services,  
27 costs or other data relating to this Agreement, as may be requested by  
28 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may

1 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

2 38. ENERGY EFFICIENCY STANDARDS

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

6 39. ENVIRONMENTAL PROTECTION STANDARDS

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

12 39.1 No facility to be utilized in the performance of the proposed  
13 grant has been listed on the EPA List of Violating Facilities;

14 39.2 It will notify COUNTY prior to award of the receipt of any  
15 communication from the Director, Office of Federal Activities, U.S. EPA,  
16 indicating that a facility to be utilized for the grant is under consideration  
17 to be listed on the EPA List of Violating Facilities; and

18 39.3 It will notify COUNTY and EPA about any known violation of the  
19 above laws and regulations.

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

22 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
23 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those  
24 provisions set down by the OMB and published in the Federal Register dated  
25 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and  
26 regulations, it is mutually understood that any contract which utilizes  
27 Federal monies in excess of \$100,000 must contain and CONTRACTOR must certify  
28 compliance utilizing a form provided by ADMINISTRATOR that cites the



1 following:

2 A. The definitions and prohibitions contained in the clause at  
3 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence  
4 Certain Federal Transactions, included in this solicitation, are hereby  
5 incorporated by reference in Paragraph (B) of this certification

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

8 1) No Federal appropriated funds have been paid or will  
9 be paid to any person for influencing or attempting to influence an officer or  
10 employee of any agency, a Member of Congress, an officer or employee of  
11 Congress, or an employee of a Member of Congress on his or her behalf in  
12 connection with the awarding of any Federal contract, the making of any  
13 Federal grant, the making of any Federal loan, the entering into of any  
14 cooperative agreement, and the extension, continuation, renewal, amendment or  
15 modification of any Federal contract, grant, loan or cooperative agreement;

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

24 3) He or she will include the language of this  
25 certification in all subcontract awards at any tier and require that all  
26 recipients of subcontract awards in excess of \$100,000 shall certify and  
27 recipients of subcontract awards in excess of \$100,000 shall certify and  
28 disclose accordingly. excess of \$100,000 shall certify and disclose.

1 C. Submission of this certification and disclosure is a  
2 prerequisite for making or entering into this Agreement imposed by Section  
3 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
4 this provision or who fails to file or amend the disclosure form to be filed  
5 or amended by this provision, shall be subject to a civil penalty of not less  
6 than \$10,000, and not more than \$100,000, for each such failure.

7 41. POLITICAL ACTIVITY

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

11 42. TERMINATION PROVISIONS

12 42.1 ADMINISTRATOR may terminate this Agreement without penalty  
13 immediately with cause or after thirty (30) days written notice without cause,  
14 unless otherwise specified. Notice shall be deemed served on the date of  
15 mailing. Cause shall be defined as any breach of contract, any  
16 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
17 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
18 all further obligations under this Agreement.

19 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
20 cooperate with ADMINISTRATOR in the orderly transfer of service  
21 responsibilities, active case records, and pertinent documents.

22 42.3 The obligations of COUNTY under this Agreement are contingent upon  
23 the availability of Federal and/or State funds, as applicable, for the  
24 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
25 for the services hereunder in the budget approved by the Orange County Board  
26 of Supervisors each fiscal year this Agreement remains in effect or operation.  
27 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
28 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or

1 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
2 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
3 notification of such determination. CONTRACTOR shall immediately comply with  
4 ADMINISTRATOR's decision.

5 42.4 If any provision of this Agreement or the application thereof is  
6 held invalid, the remainder of this Agreement shall not be affected thereby.

7 43. GOVERNING LAW AND VENUE

8 This Agreement has been negotiated and executed in the State of  
9 California and shall be governed by and construed under the laws of the State  
10 of California. In the event of any legal action to enforce or interpret this  
11 Agreement, the sole and exclusive venue shall be a court of competent  
12 jurisdiction located in Orange County, California, and the parties hereto  
13 agree to and do hereby submit to the jurisdiction of such court,  
14 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties  
15 specifically agree to waive any and all rights to request that an action be  
16 transferred for trial to another county.

17 44. SIGNATURE IN COUNTERPARTS

18 The parties agree that separate copies of this Agreement may be signed  
19 by each of the parties, and this Agreement will have the same force and effect  
20 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: _____
NAME OF SIGNER	DIRECTOR
TITLE	COUNTY OF ORANGE
AGENCY	SOCIAL SERVICES AGENCY

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: *Annita [Signature]*  
DEPUTY

Dated: 3/1/16

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND

7 \_\_\_\_\_  
8 FOR THE PROVISION OF GROUP HOME SERVICES

9 RCL \_\_\_\_\_  
10

11 1. POPULATION TO BE SERVED

12 1.1 CONTRACTOR agrees to provide residential care and treatment  
13 services to Foster Youth/NMDs referred to CONTRACTOR by COUNTY pursuant to the  
14 terms and conditions set forth herein, in accordance with the Foster  
15 Youth's/NMD's Admission Agreement and CONTRACTOR's Program Statement, approved  
16 by CCLD and incorporated herein by reference, as it currently exists or may  
17 hereafter be amended.

18 1.2 CONTRACTOR shall serve male/female Foster Youth between the ages  
19 of \_\_\_\_\_ and eighteen (18) years, and those NMDs up to the age of twenty-one  
20 (21) pursuant to Subparagraph 1.2.1 below.

21 1.2.1 A Foster Youth who turns eighteen (18) years of age while  
22 placed at CONTRACTOR's facility and meets the NMD criteria as defined in  
23 Subparagraph 4.16 of this Agreement, may remain placed at CONTRACTOR's  
24 facility only if attending high school. After high school graduation or when  
25 the NMD reaches the age of nineteen (19) years, whichever is first, the NMD  
26 placement must be terminated as defined in Subparagraph 4.27 of this  
27 Agreement, unless the NMD has a medical condition verified by ADMINISTRATOR. A  
28 "medical condition" is a physical or mental state that limits a NMDs

1 dependent's ability to participate in any one of the following activities:  
2 completing high school or an equivalency program; enrollment in post-secondary  
3 education or vocational school; participation in a program or activity that  
4 promotes or removes barriers to employment; and/or employment of at least 80  
5 hours per month.

6 2. REFERRALS

7 2.1 It is mutually understood that no minimum number of placement  
8 referrals is guaranteed, expressed or implied, under this Agreement.  
9 CONTRACTOR agrees to provide services requested as needed by COUNTY,  
10 regardless of the quantity of placement referrals received.

11 2.2 In the case of a dual status child, the Lead Agency will make the  
12 referral and complete applicable required documentation for placement.

13 3. CONTRACTOR'S PROGRAM STATEMENT

14 3.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or  
15 revised Program Statement that CONTRACTOR submits to the CDSS Foster Care  
16 Rates Bureau and/or CCLD, subsequent to the execution of this Agreement, as  
17 defined by Subparagraph 4.20. The provisions of the revised Program Statement  
18 shall supersede the provisions contained in the previous Program Statement  
19 submitted to ADMINISTRATOR to the extent that they conflict.

20 3.2 CONTRACTOR agrees to provide ADMINISTRATOR with additional copies  
21 of the Program Statement upon request of ADMINISTRATOR or whenever there are  
22 changes or modifications to program activities. The provisions of this  
23 Agreement shall supersede the provision in the Program Statement to the extent  
24 that they conflict.

25 4. GOALS

26 \_\_\_\_\_

27 \_\_\_\_\_

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3 5. SERVICES TO BE PROVIDED

4 5.1 CONTRACTOR shall:

5 5.1.1 Nurture, care for, treat, and train each Foster Youth/NMD  
6 to meet his/her individual needs and daily living skills, to include, but not  
7 be limited to, cleaning, cooking, laundry and budgeting.

8 5.1.2 Follow admission requirements related to medical  
9 screening, physical/dental examination, medical testing, and immunization as  
10 prescribed by COUNTY and Title 22 Regulations. CONTRACTOR shall take Foster  
11 Youth's/NMD's Encounter Form and HEP to all medical and dental appointments

12 5.1.3 Adhere to COUNTY policies that CFS program provides  
13 contractor including but not be limited to County policies regarding  
14 psychotropic medication and reporting responsibilities as stated in Paragraph  
15 12 of this Exhibit. Obtain court consent for psychotropic medications in a  
16 form approved by ADMINISTRATOR. Consent must be obtained before medication is  
17 administered.

18 5.1.4 Develop an understanding of the responsibilities,  
19 objectives, and requirements of COUNTY in regard to the care of Foster  
20 Youth/NMD and work with COUNTY in planning for Foster Youth/NMD.

21 5.1.5 Participate in and support efforts to reestablish  
22 relationships between Foster Youth/NMD and his/her relatives, family members,  
23 or other individuals who are important to the Foster Youth/NMD, as approved by  
24 Foster Youth's/NMD's Social Worker/Probation Officer.

25 5.1.6 Develop, maintain, and implement written discipline  
26 policies and procedures in accordance with Title 22 CCR, Division 6, Chapter  
27 5, Section 84072.1 and to the satisfaction of the CCLD.

28 ///

1           5.1.7     Work toward termination of placement on a planned basis  
2 as indicated in the Foster Youth's/NMD's permanency plan with maximum  
3 involvement of Foster Youth/NMD, parents, any other person(s) deemed  
4 appropriate, and Foster Youth's/NMD's Social Worker/Probation Officer.

5           5.1.8     Conduct a Treatment Team conference concerning the status  
6 of each Foster Youth/NMD at least quarterly.

7           5.1.9     Assure that Foster Youth's/NMD's personal rights as set  
8 forth in Title 22 CCR Section 84072, are observed and protected. CONTRACTOR  
9 shall provide a copy of the Personal Rights to the Foster Youth/NMD and their  
10 authorized representatives at the time of admission.

11          5.1.10    Assure services are provided in accordance with  
12 "Reasonable and prudent parent" or "reasonable and prudent parent standard,"  
13 referring to the standard characterized by careful and sensible parental  
14 decisions that maintain the Foster Youth/NMDs health, safety, and best  
15 interest, and provides for normalcy as defined in WIC Section 362.05(c)4.

16          5.1.11    Respect the cultural diversity of the Foster Youth/NMD  
17 served, their parents and any other person(s) important to the Foster  
18 Youth/NMDs, and provide culturally responsive child care workers and other  
19 direct service employees, as described in Subparagraph 4.6 of this Agreement.

20          5.1.12    Participate in any TDM, defined in Subparagraph 4.26 of  
21 this Agreement, prior to or as a result of a Foster Youth's/NMD's removal.

22          5.2     CONTRACTOR agrees to provide multi-lingual services that meet the  
23 needs of Foster Youth/NMDs and families served.

24          5.3     CONTRACTOR agrees to post safety notices and other literature  
25 provided to CONTRACTOR by ADMINISTRATOR, in the manner prescribed. Such  
26 literature may be in the form of, but not limited to, placards, posters,  
27 checklists, instructions, diagrams, charts, or illustrations.

28     ///



1           5.4 Family/Foster Youth/NMDs Important Person Relationships:

2           CONTRACTOR shall work collaboratively with COUNTY to encourage  
3 Foster Youth's/NMD's relationship with family members and/or other individuals  
4 who are important to a Foster Youth/NMD, with the knowledge and concurrence of  
5 the assigned Social Worker/Probation Officer as indicated in the youth's  
6 permanency plan.

7           5.5 Education Requirements:

8           CONTRACTOR shall:

9           5.5.1 Enroll Foster Youth in the local school or private  
10 program (the latter only if funding is provided by COUNTY or other third party  
11 payer) within three (3) school days of placement. CONTRACTOR shall notify  
12 ADMINISTRATOR within three (3) business days of any obstacles to Foster  
13 Youth's enrollment.

14           5.5.2 Allow the Foster Youth/NMD to continue his or her  
15 education in the school of origin for the duration of the school year if  
16 remaining in that school is in the Foster Youth's/NMD's best interest in  
17 accordance with Education Code 48853.5(f)(1) regarding school of origin, and  
18 provide transportation.

19           5.5.3 Cooperate with the Special Education Local Plan Area  
20 (SELPA) for any needed assessment and follow-up for special education services  
21 through the development and implementation of an Individual Education Plan  
22 (IEP) and surrogate parent appointment, as appropriate.

23           5.5.4 Monitor the Foster Youth's/NMD's attendance and  
24 performance in school and credits earned, and assess progress to determine  
25 areas in which improvement is needed. CONTRACTOR shall make monthly requests  
26 for feedback from teachers regarding Foster Youth's/NMD's academic and social  
27 performance and document date of contact, contact person, and feedback  
28 provided.

1           5.5.5 Report in writing to ADMINISTRATOR any unauthorized  
2 school absences. An unauthorized absence is as identified in Subparagraph  
3 11.6, below.

4           5.5.6 Provide tutoring and school homework supervision, as  
5 needed.

6           5.5.7 Meet Title 22 CCR, Division 6, Chapter 5, Section 84070  
7 (b)(4) requirements for School Report Cards and School Information.

8           5.6 Transitional Planning Services Program (TPSP):

9           CONTRACTOR shall:

10           5.6.1 Work collaboratively with COUNTY's staff and COUNTY's  
11 contracted TPSP service providers in meeting the service goals set forth in  
12 the Foster Youth's/NMD's Transitional Independent Living Plan.

13           5.6.1.1 Foster Youth/NMD placed in group homes  
14 outside of Orange County may participate in that community's local TPSP, where  
15 available.

16           5.6.2 Assist Foster Youth/NMD to make a successful transition  
17 to independent living by assisting them to participate in TPSP including, but  
18 not limited to:

19           5.6.2.1 Workshops - offering services in such areas  
20 as education, career, relationships and daily living;

21           5.6.2.2 Special Events - including, but not limited  
22 to, Independent City, Graduation, Career Fair, and College Tours;

23           5.6.2.3 Specialized Services for Disabled Children -  
24 including, but not limited to, outreach, follow-up training and individual  
25 services;

26           5.6.2.4 Mentor Programs; and

27           5.6.2.5 Job Placement Services.

28        ///

1           5.6.3     Provide transportation of Foster Youth/NMD for TPSP to  
2 and from all TPSP related activities as required by ADMINISTRATOR including  
3 supervision for three (3) or more Foster Youth/NMD attending the same  
4 activity.

5           5.6.4     Send its staff to COUNTY's TPSP training for caregivers  
6 and other TPSP related training, as required by ADMINISTRATOR.

7           5.6.5     Prepare and submit to ADMINISTRATOR a Foster Youth/NMD  
8 specific summary of all the Foster Youth's/NMD's participation, activities and  
9 contacts with TPSP and other independent living programs, including any  
10 programs offered by CONTRACTOR. CONTRACTOR shall also maintain this summary in  
11 Foster Youth's/NMD case file.

12           5.7     Basic Needs:

13           5.7.1     Clothing:

14                   CONTRACTOR shall:

15                   5.7.1.1     Designate an adequate amount of money, no  
16 less than seventy-five dollars (\$75.00) per Foster Youth/NMD, each month to be  
17 used to purchase new clothing necessary to meet the Foster Youth's/NMD's basic  
18 needs in a manner appropriate to his/her social environment.

19                   5.7.1.2     Document all clothing purchases in Foster  
20 Youth's/NMD's record, including receipts.

21                   5.7.1.3     Inventory Foster Youth's/NMD's clothing and  
22 personal property at the time of placement and termination of placement.

23                   5.7.1.4     All Foster Youth/NMD shall take their  
24 clothing, cash resources, personal property and valuables with them when  
25 placement is terminated. If this is impossible, clothing and personal  
26 property shall immediately be stored separately and securely for each  
27 individual Foster Youth/NMD by CONTRACTOR for a maximum period of thirty (30)  
28 days, after which it shall be delivered to the Foster Youth's/NMD's Social

1 Worker/Probation Officer. At termination of placement, CONTRACTOR shall  
2 provide an appropriate method of transport for clothing and personal property,  
3 such as luggage or canvas-type duffel bags (not trash or paper/plastic bags).

4 5.7.2 Personal Needs:

5 CONTRACTOR shall:

6 5.7.2.1 Furnish personal care items, including but  
7 not limited to, toothpaste, toothbrush, soap, hair care items, and hygiene  
8 supplies that are culturally responsive.

9 5.7.2.2 Furnish a separate and secure storage area  
10 for personal items for each Foster Youth/NMD.

11 5.7.2.3 Furnish clean fresh towels, mattress pads,  
12 pillows, sheets, and blankets in sufficient number to assure cleanliness and  
13 warmth.

14 5.7.3 Food:

15 Foster Youth/NMD shall receive an adequate and balanced  
16 diet as required by Title 22 CCR, Division 6, Chapter 5, Section 84276  
17 guidelines. In addition, CONTRACTOR shall maintain the following minimum  
18 emergency supplies per Foster Youth/NMD on the premises:

19 5.7.3.1 One (1) week supply of staple nonperishable  
20 foods;

21 5.7.3.2 Two (2) day supply of fresh perishable foods;  
22 and

23 5.7.3.3 A minimum five (5) day supply of at least one  
24 (1) gallon of water per day per Foster Youth/NMD.

25 5.7.4 Chores:

26 5.7.4.1 CONTRACTOR shall specify and post reasonable  
27 chores which Foster Youth/NMD will be required to do as part of their regular  
28 routine. Any and all other chores are to be voluntary.

1                   5.7.4.2     Foster Youth's/NMD's Social Worker/Probation  
2 Officer may review CONTRACTOR's policies regarding chores, and disapprove, if  
3 appropriate, the chores assigned to a specific Foster Youth/NMD.

4                   5.7.4.3     Foster Youth/NMD shall be supervised by  
5 CONTRACTOR while they are engaged in any assigned chores.

6                   5.7.5     Minimum Allowances:

7                   Each Foster Youth/NMD shall be provided with a minimum  
8 allowance as set forth below no less frequently than once a week and such  
9 allowance shall be documented in each Foster Youth's/NMD's file. Receipt of  
10 such allowance shall be initialed by Foster Youth/NMD.

<u>Age</u>	<u>Weekly Allowance</u>
	<u>Rate</u>
5 years	\$5.00
6 years	\$6.00
7 years	\$7.00
8 years	\$8.00
9 years	\$9.00
10 years	\$10.00
11 years	\$11.00
12 years	\$12.00
13 years	\$13.00
14 years	\$14.00
15 years	\$15.00
16 years	\$16.00
17 years	\$17.00
18 years	\$18.00
19+ years	\$19.00

23                   5.7.6     Safeguards for Cash Resources, Personal Property and  
24 Valuables:

25                   5.7.6.1     In accordance with Title 22 CCR Section  
26 80026, CONTRACTOR shall assist each Foster Youth/NMD in keeping cash  
27 resources, personal property, and valuables separate and intact. CONTRACTOR  
28 shall maintain accurate records of such resources.

1                   5.7.6.2     In the event that Foster Youth/NMD is  
 2 employed, CONTRACTOR shall assist Foster Youth/NMD in setting up a bank  
 3 account in accordance with Title 22 CCR Section 84072(c)(8), to the  
 4 satisfaction of the Foster Youth's/NMD Social Worker/Probation Officer.  
 5 Foster Youth's/NMD's funds shall not be comingled with CONTRACTOR's funds or  
 6 petty cash.

7     6.     FACILITIES

8           6.1    CONTRACTOR shall provide facilities with a capacity for providing  
 9 residential services to \_\_\_\_\_ Foster Youth/NMDs and accommodations for staff,  
 10 in accordance with CCL requirements.

11          6.2    Facility location(s) will be provided to ADMINISTRATOR.

12          6.3    CONTRACTOR shall maintain its facility in a manner that will  
 13 ensure the well-being, protection, health, safety, and comfort of each Foster  
 14 Youth/NMD. Each Foster Youth/NMD shall be afforded a reasonable degree of  
 15 privacy.

16          6.4    SSA strongly believes that same gender supervision during  
 17 overnight shifts is a best practice. To the extent allowable under the law,  
 18 CONTRACTOR shall use best efforts to staff overnight shifts with same gender  
 19 staff members, whenever possible; thereby during overnight shifts using only  
 20 female staff members in a female group home and only male staff members in a  
 21 male group home.

22     7.     TREATMENT PROGRAM

23 \_\_\_\_\_  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_  
 26 \_\_\_\_\_.

27 Minimum standard: weekly individual and group therapy for all Foster  
 28 Youth/NMDs and regular family therapy as indicated by Social Worker/Probation

1 Officer.

2 8. OTHER CONTRACTOR RESPONSIBILITIES

3 8.1 Transportation:

4 CONTRACTOR shall supply transportation for Foster Youth/NMD as  
5 required/approved by ADMINISTRATOR including but not be limited to  
6 transporting to court appearances, upon receiving NOHs, visitation, school of  
7 origin as ordered by the Court, and or medical or therapeutic appointment  
8 etc..

9 8.2 Volunteers:

10 8.2.1 CONTRACTOR shall submit a written plan specifying how  
11 volunteers will be supervised, screened, and utilized by CONTRACTOR. The plan  
12 shall be included in the Program Statement and include the following.

13 8.2.1.1 The type and degree of supervision provided;  
14 and

15 8.2.1.2 A description of the duties to be performed  
16 by volunteers.

17 8.3 Visitors:

18 8.3.1 CONTRACTOR shall establish a set of rules regarding  
19 visitation hours, sign-in/sign-out, and visiting rooms. Such rules shall  
20 apply to all visitors.

21 8.3.2 Upon entering the group home, all visitors shall be  
22 required to sign in on the Visitor's Log Book. Group home staff shall request  
23 a California Driver's License or other form of government issued picture  
24 identification and shall record the name, address, and driver's license  
25 number, or identification number, if available, of each visitor as well as the  
26 visitor's relationship to the resident, if any, the stated purpose of the  
27 visit, and the time of the visitor's entry and departure. Unaccompanied  
28 visiting minors shall be supervised by CONTRACTOR staff.

1           8.3.3 All visitors entering into any area of the group home  
2 where residents are or may be present, shall be accompanied by CONTRACTOR's  
3 staff at all times, except as described below in Subparagraph 8.3.5.

4           8.3.4 Parents, relatives, or Foster Youth's/NMD's important  
5 persons of group home residents, who have been approved by the assigned Social  
6 Worker/Probation Officer for non-monitored visitation, shall be accompanied by  
7 CONTRACTOR's staff to and from a private designated location in the group home  
8 where the visit will take place. In these instances, CONTRACTOR's staff need  
9 not be present during the entire visit.

10           8.4 Drug Testing:

11           It is mutually understood that CONTRACTOR shall not perform drug  
12 testing of Foster Youth/NMD placed in CONTRACTOR's facility by COUNTY in the  
13 absence of Juvenile Court authorization, or parental consent for medical  
14 diagnosis and treatment purposes. CONTRACTOR shall contact the Foster  
15 Youth's/NMD's Social Worker and/or Probation Officer if drug testing of a  
16 Foster Youth/NMD is deemed by the Juvenile Court to be necessary.

17           8.5 Removal or Transfer of Foster Youth/NMD:

18           Notwithstanding any other provision of this Agreement and in  
19 accordance with Title 22 CCR Sections 84061(b) and WIC Section 16501, COUNTY  
20 may remove, with or without stating cause, any or all Foster Youth/NMD placed  
21 with CONTRACTOR.

22           8.6 Law Enforcement Contact:

23           If CONTRACTOR contacts law enforcement officials regarding any  
24 issue related to the provision of services under this Agreement, CONTRACTOR  
25 shall immediately telephone Foster Youth's/NMD's Social Worker/Probation  
26 Officer and PSP Program Manager, or designee. This verbal report shall be  
27 followed by the submission of a Special Incident Report form approved by  
28 ADMINISTRATOR, to Foster Youth's/NMD's Social Worker/Probation Officer and PSP



1 Program Manager, or designee, and Group Home Liaison/Probation Monitor within  
2 three (3) calendar days of the incident via the Secured Foster Youth  
3 Information Database (CFS) and FAX to (714) 935-7725 (Probation Department).

4 8.7 Prison Rape Elimination Act of 2003 (PREA):

5 For facilities accepting referrals from the Probation Department,  
6 CONTRACTOR agrees to comply with the national, state and local standards and  
7 requirements of Federal Public Law 108-79 dated September 4, 2003, also known  
8 as the Prison Rape Elimination Act of 2003, and 28 CFR Part 115, as they are  
9 applicable on the date of enactment as they may be subsequently amended,  
10 inclusive of all ensuing standards which may be forthcoming. These  
11 requirements are including but not limited to monitoring for compliance,  
12 reporting issues and or findings of non-compliance to ADMINISTRATOR, and  
13 reporting incidents of sexual misconduct between Foster Youth/Non Minor  
14 Dependents and or staff to ADMINISTRATOR.

15 9. RECORDS

16 9.1 Foster Youth/NMD Records:

17 9.1.1 CONTRACTOR shall prepare and maintain accurate and  
18 complete records on each Foster Youth/NMD served under the terms of this  
19 Agreement in a form acceptable to ADMINISTRATOR. In addition to the records  
20 required to be maintained by Title 22 CCR, CONTRACTOR shall also maintain the  
21 following information in the Foster Youth's/NMD's files:

22 9.1.1.1 Information regarding the Foster  
23 Youth's/NMD's participation in TPSP, as applicable;

24 9.1.1.2 Statement of behaviors with potential risk  
25 and/or safety concerns;

26 9.1.1.3 Foster Youth's/NMD's financial information,  
27 including disbursements for clothing and material signed for by Foster  
28 Youth/NMD, and allowances received by and signed for by Foster Youth/NMD;

1 9.1.1.4 Diagnostic studies;

2 9.1.1.5 Reports on interviews with Foster Youth/NMD;

3 9.1.1.6 Special Incident Report;

4 9.1.1.7 Written quarterly evaluations;

5 9.1.1.8 Clinical notes on services provided by  
6 treatment professionals;

7 9.1.1.9 Records of medical/dental visits and  
8 treatment, including a copy of Child Health and Disability Prevention (CHDP)  
9 physical or its equivalent that is less than one (1) year old;

10 9.1.1.10 Psychotropic medication orders/strips and  
11 Court approved JV220: and

12 9.1.1.11 Monthly feedback from the Foster Youth's  
13 /NMD's School regarding academic and social performance.

14 9.2 COUNTY Records:

15 9.2.1 Upon rejection of a referral, CONTRACTOR shall  
16 immediately return all documents furnished by COUNTY to Foster Youth's/NMD's  
17 Social Worker/Probation Officer.

18 9.2.2 Upon termination of Foster Youth's/NMD's placement,  
19 CONTRACTOR shall return all original Juvenile Court records furnished by  
20 COUNTY to Foster Youth/NMDs Social Worker/Probation Officer, upon request,  
21 within thirty (30) calendar days after Foster Youth's/NMD's release.

22 9.3 House Log Book:

23 9.3.1 Each group home location shall maintain a handwritten and  
24 chronological daily log record of the following:

25 9.3.1.1 Population count;

26 9.3.1.2 Visitors;

27 9.3.1.3 Special incidents/problems;

28 9.3.1.4 Group and individual activities including

1 participants:

2 9.3.1.5 Significant reactions including but not  
3 limited to emotional outbursts, aggressive or violent behaviors, self-  
4 injurious behaviors of Foster Youth/NMD to telephone calls when such are  
5 openly displayed;

6 9.3.1.6 Furloughs or other off-grounds trips by  
7 Foster Youth/NMD; and

8 9.3.1.7 Staff on duty, including date and time staff  
9 enters and leaves facility.

10 9.3.2 At the beginning of each working shift, CONTRACTOR's  
11 staff shall individually review and initial all House Log Book entries made  
12 subsequent to their last working shift.

13 9.4 Visitors Log Book:

14 Each group home location shall maintain a separate Visitor Sign-  
15 In/Sign-Out log which shall be retained by CONTRACTOR for a minimum of five  
16 (5) years from date of final payment under this Agreement or until all pending  
17 COUNTY, State and Federal audits are completed, whichever is later.

18 10. COUNTY RESPONSIBILITIES

19 COUNTY shall:

20 10.1 Provide CONTRACTOR with a written assessment at the beginning of  
21 placement of the unmet needs and/or problems of the individual Foster  
22 Youth/NMD, which are related to his/her social, emotional, intellectual or  
23 physical adjustment and development, as they will affect the care and services  
24 to the individual Foster Youth/NMD in the facility. This assessment shall  
25 generally include a social work assessment, medical reports, educational  
26 assessment and psychological/psychiatric evaluations, and meet CDSS  
27 requirements.

28 ///

1           10.2 Collaborate with CONTRACTOR toward development of a treatment  
2 plan.

3           10.3 Collaborate with CONTRACTOR toward a positive stepping down  
4 placement into a family setting in accordance with protocols established by  
5 COUNTY.

6           10.4 Assist in development and maintenance of each Foster Youth's/NMD'S  
7 relationships with parents, other family members, and important persons in  
8 future permanency planning for each Foster Youth/NMD and attend youth's  
9 progress meetings and youth and family conferences.

10          10.5 Contact each Foster Youth/NMD at least once a month unless the  
11 case plan indicates a need for less frequent contact. CONTRACTOR shall be  
12 informed concerning the planned frequency of such contacts.

13          10.6 Inform CONTRACTOR of any dangerous propensities of any Foster  
14 Youth/NMD COUNTY places with CONTRACTOR including past behavioral and mental  
15 health history.

16          10.7 Inform CONTRACTOR of procedures to fund medical care.

17          10.8 Provide authorization for medical treatment, if appropriate.

18          10.9 Provide Foster Youth/NMDs HEP at the time of Foster Youth's/NMD's  
19 placement and regularly thereafter.

20          10.10 Provide consent, if appropriate, for current court-approved  
21 psychotropic medication; and provide a copy of the COUNTY policy for  
22 administration of psychotropic medications.

23          10.11 Obtain, whenever possible, Foster Youth's available clothing and  
24 deliver it to CONTRACTOR within five (5) business days.

25          10.12 Provide assistance with emergencies. COUNTY will be responsive to  
26 CONTRACTOR's request for a timely meeting to discuss a Foster Youth's/NMD's  
27 behavioral issues, program noncompliance and strategies to maintain placement.

28 Emergency after hours telephone numbers are:

1 Social Services/Orangewood Children and Family Center:

2 (714) 935-7080

3 Probation Department/Juvenile Hall:

4 (714) 935-6660

5 11. REPORTS

6 11.1 Needs and Services Plan:

7 11.1.1 The Needs and Services Plan shall be developed by  
8 CONTRACTOR in partnership with all of the Foster Youth's/NMD's treatment  
9 providers, including CONTRACTOR's Social Worker and Foster Youth's/NMD's  
10 family as appropriate, within the first thirty (30) days of placement.  
11 CONTRACTOR shall place a copy of the plan, signed by all applicable parties,  
12 in the Foster Youth's/NMD's file. CONTRACTOR shall provide a signed copy of  
13 the plan to the Foster Youth's/NMD's Social Worker/Probation Officer within  
14 seven (7) calendar days of completion. A progress report identifying the  
15 Foster Youth's/NMD's strengths and progress in stepping down to a family  
16 setting is to be completed, with signatures, and submitted to the Foster  
17 Youth's/NMD's Social Worker/Probation Officer every three (3) months  
18 thereafter. The plan shall be based on information including, but not limited  
19 to:

20 11.1.1.1 Review of the HEP;

21 11.1.1.2 Placement information;

22 11.1.1.3 Service needs of the Foster Youth/NMD family  
23 structure and permanency plan; and

24 11.1.1.4 Support of the Independent Living Program in  
25 the development of a Foster Youth/NMD age fifteen and one-half (15½) years and  
26 older.

27 11.1.2 The Needs and Services Plan shall be reviewed, updated  
28 and submitted quarterly, unless otherwise specified. The quarterly review may

1 be conducted at CONTRACTOR's facility with Foster Youth's/NMD's Social  
2 Worker/Probation Officer and CONTRACTOR.

3 11.2 Diagnostic Summary:

4 11.2.1 The diagnostic summary shall be submitted by CONTRACTOR  
5 within thirty (30) calendar days of placement and shall include, but not be  
6 limited to:

7 11.2.1.1 Identification of Foster Youth's/NMD's  
8 strengths;

9 11.2.1.2 Medical and dental needs;

10 11.2.1.3 Psychological/psychiatric evaluations  
11 obtained;

12 11.2.1.4 Staffing review summaries;

13 11.2.1.5 Educational assessment;

14 11.2.1.6 Peer adjustment;

15 11.2.1.7 Relationship to staff;

16 11.2.1.8 Involvement in recreation program;

17 11.2.1.9 Behavioral problems;

18 11.2.1.10 Involvement/relationship with parents,  
19 relatives, and important persons: and

20 11.2.1.11 Reunification plans.

21 11.3 Quarterly Evaluation of Foster Youth/NMD:

22 11.3.1 CONTRACTOR shall submit ongoing written evaluations on  
23 each Foster Youth/NMD to Foster Youth's/NMD's Social Worker/Probation Officer  
24 on a quarterly basis, to be submitted within seven (7) calendar days following  
25 the quarterly reporting period. These evaluations shall include, but are not  
26 be limited to:

27 11.3.1.1 Progress toward accomplishing long-range  
28 goal(s), short-term objectives, tasks, and placement in a family setting.

1 11.3.1.2 Identification of Foster Youth's/NMD's unmet  
2 needs, assessment of unmet needs, and efforts made to meet these needs.

3 11.3.1.3 Recommendations to meet identified needs,  
4 i.e. nontraditional services.

5 11.3.1.4 Reassessment of Foster Youth's/NMD's  
6 adjustment to CONTRACTOR's facility, program, peers, school and staff.

7 11.3.1.5 Current status of Foster Youth's/NMD's  
8 physical and psychological health. A report of medical care received and  
9 medication given.

10 11.3.1.6 Modification of the treatment plan, and as  
11 necessary, the tasks to be performed and changes in the anticipated length of  
12 placement. Family problems, which appear to prevent the return of Foster  
13 Youth/NMD shall be fully described.

14 11.3.1.7 A record of any serious behavioral problems  
15 and how these problems were treated as well as the Foster Youth/NMD responses.

16 11.3.1.8 A record of parental contacts, conferences  
17 and visits, contacts with relatives, friends, and significant others, so far  
18 as they are made known, and any significant reaction thereto openly displayed  
19 by Foster Youth/NMD.

20 11.3.1.9 The dates of contacts with Foster  
21 Youth's/NMD's Social Worker/Probation Officer during the quarter. This part  
22 of the report shall include the number of visits to Foster Youth/NMD as well  
23 as phone calls.

24 11.3.1.10 The dates of contacts with psychiatrist(s),  
25 psychologist(s), Licensed Clinical Social Worker(s), and/or Marriage and  
26 Family Therapist(s) during the quarter.

27 11.3.2 CONTRACTOR shall also make available to Foster  
28 Youth's/NMD's Social Worker/Probation Officer copies of any pertinent

1 information such as school reports, medical reports, and  
2 psychological/psychiatric reports as completed.

3 11.4 Semiannual Performance Outcomes Report:

4 11.4.1 CONTRACTOR shall submit to the Program Manager of  
5 Permanency Services Program (PSP) on a semiannual basis, a performance  
6 outcomes report, in a format approved by ADMINISTRATOR. Performance goals  
7 shall be as determined by ADMINISTRATOR. The first semiannual performance  
8 outcomes report is due \_\_\_\_\_. Subsequent reports shall be  
9 submitted by the tenth (10th) day of the month following each six (6) month  
10 reporting period.

11 11.4.2 CONTRACTOR shall submit a similar report on Foster  
12 Youth/NMD referred by the Orange County Probation Department to their  
13 Administrative Placement Monitoring and Investigations Unit Supervisor.  
14 Reporting criteria shall be developed by the Probation Department.

15 11.5 Termination Summary:

16 CONTRACTOR shall deliver to Foster Youth's/NMD's Social  
17 Worker/Probation Officer within seven (7) calendar days of termination of  
18 Foster Youth's/NMD's placement, a closing summary of all issues regularly  
19 reported in the quarterly evaluation, including records relating to the  
20 treatment of the Foster Youth/NMD's, any monies (i.e., savings) owed to Foster  
21 Youth/NMD, and an inventory of Foster Youth's/NMD's personal belongings and  
22 clothing.

23 11.6 Absence:

24 11.6.1 An authorized absence is one which Foster Youth's/NMD's  
25 Social Worker/Probation Officer and CONTRACTOR have mutually agreed.

26 11.6.2 In the case of any other absence, CONTRACTOR shall  
27 immediately telephone Foster Youth's/NMD's Social Worker/Probation Officer,  
28 PSP, the local law enforcement agency, CCLD, and Foster Youth's/NMD's



1 parents/guardians. Written notification from CONTRACTOR shall be received  
2 within twenty-four (24) hours of the absence by Foster Youth's/NMD Social  
3 Worker/Probation Officer. A copy of this written report is to also be  
4 submitted to the SSA Group Home Liaison and Probation Department's Group Home  
5 Monitor.

6 11.6.2.1 If Foster Youth/NMD returns voluntarily,  
7 CONTRACTOR shall immediately notify the Foster Youth's/NMD's Social  
8 Worker/Probation Officer, PSP, the local law enforcement agency, CCLD, and  
9 Foster Youth's/NMD's parents/guardians.

10 11.6.2.2 Following the Foster Youth's/NMD's return,  
11 CONTRACTOR shall provide an evaluation for Foster Youth/NMD emphasizing the  
12 significance of their absence and appropriate follow-up intervention. All  
13 discussion resulting from the evaluation shall be documented in Foster  
14 Youth's/NMD's record and information provided to the Foster Youth's/NMD's  
15 Social Worker/Probation Officer.

16 11.6.3 In the event of an unauthorized absence (AWOL) the  
17 CONTRACTOR will notify the ADMINISTRATOR representative as outlined in Exhibit  
18 A, Section 11.6.2 of this Agreement. CONTRACTOR agrees to return the youth to  
19 the CONTRACTOR's care, except under the following circumstances:

20 (a). The CONTRACTOR and ADMINISTRATOR agree there is an imminent  
21 safety risks for the youth and/or program should the youth be returned.

22 (b). The CONTRACTOR has been notified that the bed has been closed  
23 at the discretion of the ADMINISTRATOR.

24 (C). The youth has exceeded the duration of an ADMINISTRATOR's  
25 authorized bed hold or been absent more than 14 cumulative days within the  
26 month.

27 11.6.3.1 In the event that 10-day notice has been  
28 requested by the CONTRACTOR and the youth returns within the 10-day period,

1 the CONTRACTOR agrees to return the youth to the CONTRACTOR's care until a  
2 Team Decision making meeting can be facilitated as outlined in Section 4.26 of  
3 this Agreement.

4 11.6.3.2 If the youth has not returned prior to the  
5 completion of the 10-day notice the CONTRACTOR is not obligated to take the  
6 youth back and the bed will be closed. ADMINISTRATOR will then assume  
7 responsibility for securing alternative placement arrangements for the youth.

8 11.6.3.3 CONTRACTOR shall participate in a Team  
9 Decision Making meeting, upon the request of the ADMINISTRATOR, when the youth  
10 returns to provide pertinent information relevant to determining appropriate  
11 placement options.

12 11.6.4 CONTRACTOR shall maintain records of authorized and  
13 unauthorized absences in Foster Youth's/NMD's record.

14 12. SPECIAL OR UNPLANNED INCIDENTS

15 12.1 Serious Illness, Accident/Injury or Death:

16 CONTRACTOR shall immediately telephone Social Worker/Probation  
17 Officer upon becoming aware of any serious illness, accident/injury or death  
18 of a Foster Youth/NMD in CONTRACTOR's care. If Social Worker is unavailable,  
19 CONTRACTOR shall notify Orangewood Children and Family Center (OCFC) Intake  
20 Services at (714) 935-7080. CONTRACTOR shall follow the verbal report with  
21 the submission of an electronic Special Incident Report, via the online Foster  
22 Youth Information System (FYI System), within one (1) business day of such  
23 serious illness, accident/injury or death occurs. In the event the FYI system  
24 is not available, CONTRACTOR shall submit the Special Incident Report via  
25 facsimile within one (1) business day of the incident to avoid delinquency.  
26 Standard protocol shall resume once the FYI system becomes available.  
27 CONTRACTOR shall provide Probation Officer a written report or via  
28 electronic/facsimile for incidents involving placements for Probation

1 Department. The verbal and electronic/facsimile reports shall include, but not  
2 be limited to:

3 12.1.1 Name of the Foster Youth/NMD;

4 12.1.2 Date of serious illness, accident/injury or death;

5 12.1.3 Nature of the illness/injury or the circumstances of the  
6 death;

7 12.1.4 Name or names of CONTRACTOR's officers, employees or  
8 agents with knowledge of the event;

9 12.1.5 Name of the attending physician;

10 12.1.6 Name of the hospital;

11 12.1.7 When applicable, the police report number, name of the  
12 police agency handling the incident, date of the police report, and a summary  
13 of the circumstances.

14 12.2 Other Special Incidents:

15 12.2.1 CONTRACTOR shall immediately telephone child's Foster  
16 Youth's/NMD's Social Worker/Probation Officer and PSP Program Manager, or  
17 designee, if any of the following occurs:

18 12.2.1.1 Assault;

19 12.2.1.2 Medication errors;

20 12.2.1.3 Child Foster Youth/NMD refused medication

21 12.2.1.4 Misadministered medication

22 12.2.1.5 Missed medication

23 12.2.1.6 Accident/Minor injury;

24 12.2.1.7 Self injury;

25 12.2.1.8 Sexual activity;

26 12.2.1.9 Suspension from school;

27 12.2.1.10 Unauthorized school absences;

28 12.2.1.11 Absence without leave;

1                                    12.2.1.12    Contraband of illegal substance and/or  
2 weapons;

3                                    12.2.1.13    Law enforcement intervention and/or arrest;

4                                    12.2.1.14    Property damage and or vandalism;

5                                    12.2.1.15    Personal rights complaint; and

6                                    12.2.1.16    Any behavior or activities by any volunteer  
7 or staff while on duty which substantially disrupts activities within  
8 CONTRACTOR's facility and jeopardizes the status, safety, or health of a child  
9 placed by COUNTY.

10                                    12.2.2    This verbal report shall be followed by the submission of  
11 a Special Incident Report form approved by ADMINISTRATOR, to child's Foster  
12 Youth's/NMD's Social Worker/Probation Officer and PSP Program Manager, or  
13 designee, and Group Home Liaison/Probation Monitor within three (3) calendar  
14 days of the incident via the Foster Youth Information Database (CFS) and (714)  
15 935-7725 (Probation Department).

16                                    12.2.3    ADMINISTRATOR may, in his/her sole discretion, add,  
17 delete, waive or otherwise modify individual reporting requirements as stated  
18 in this Paragraph.

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