

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 _____
6 FOR THE PROVISION OF GROUP HOME SERVICES
7 RCL _____
8

9 THIS AGREEMENT, entered into this ___ day of ___, 20___, which date is
10 particularized for purpose of reference only, is by and between the COUNTY OF
11 ORANGE, hereinafter referred to as "COUNTY," and _____,
12 licensed pursuant to California Code of Regulations sections 8400 et seq. as a
13 "Group Home," hereinafter referred to as "CONTRACTOR." This Agreement shall be
14 administered by the County of Orange Social Services Agency Director or
15 designee, hereinafter referred to as "ADMINISTRATOR."

16 W I T N E S S E T H:
17

18 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
19 residential care and treatment services; and
20

21 WHEREAS, CONTRACTOR agrees to render such services on the terms and
22 conditions hereinafter set forth;
23

24 WHEREAS, such contracts are authorized and provided for pursuant to
25 California Welfare and Institutions Code (WIC) Sections 11200 et seq., 16501
26 and California Department of Social Services (CDSS) Manual of Policies and
27 Procedures (MPP) Section 11-405.2.24;

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

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1. TERM

The term of this Agreement shall commence on __ __, 20__, and terminate on June 30, 2016, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

///

1 4. DEFINITIONS

2 4.1 ~~Absence Without Leave (AWOL): Occurs when a child has left~~
3 ~~the supervision of CONTRACTOR or CONTRACTOR's property without permission or~~
4 ~~authorization of CONTRACTOR.~~

5 4.2 Assembly Bill 12 (AB 12): California legislation known as
6 "Fostering Connections to Success Act," signed into law on September 30, 2010
7 and effective January 1, 2012, to be phased in through January 2014, extending
8 foster care services beyond age eighteen (18) years.

9 4.3 Admission Agreement: The written individual admission
10 agreement between the CONTRACTOR, the ~~child~~ Foster Youth/Non Minor Dependent
11 (NMD) and ~~the child's~~ Foster Youth's/NMD's authorized representative as
12 required by Title 22, California Code of Regulations Section 80068.

13 4.4 Community Care Licensing Division (CCLD)~~CCLD~~: ~~Community~~
14 ~~Care Licensing Division, of the California Department of Social Services.~~ The
15 division of the California Department of Social Services (CDSS) that is
16 responsible for the licensing and monitoring of Group Home Agencies for
17 compliance with Community Care Licensing (CCL) regulations within the State of
18 California.

19 4.5 ~~CDSS: California Department of Social Services.~~

20 4.6 CFS: Children and Family Services Division, of the Social
21 Services Agency.

22 4.7 Case Plan: A court ordered, written document that, at a
23 minimum, specifies the type of home in which a Foster Youth/NMD shall be
24 placed, the safety of that home, and the appropriateness of that home to meet
25 the Foster Youth's/NMD's needs.

26 4.8 ~~Child: Individual referred for residential care and~~
27 ~~treatment services by ADMINISTRATOR to CONTRACTOR.~~

28 4.9 Culturally Competent Responsive: The general knowledge of

1 cultural values and mores of individuals from diverse ethnic groups; the
2 ability to recognize, respect, affirm, and value the worth of individuals from
3 different ethnic groups; and the ability to interact responsively,
4 respectfully, and effectively with people from diverse cultures, classes,
5 races, ethnic groups, and religious backgrounds in a manner that recognizes,
6 affirms, and values the worth of individuals, families, and communities as
7 well as protecting the dignity of each person.

8 4.10 Dependent: A ~~child~~ Foster Youth/NMD who is under the
9 jurisdiction of the Orange County Juvenile Court as a result of abuse and/or
10 neglect and is under the supervision of Orange County Social Services Agency
11 (SSA).

12 4.11 Extended Foster Care: Period of time NMDs, defined in
13 Subparagraph 4.20 below, are eligible to receive support services pursuant to
14 AB 12.

15 4.12 ~~Foster Care Unit~~ Eligibility Team: SSA ~~section~~ staff
16 responsible for the issuing and handling of all payments to CONTRACTOR.

17 4.13 Foster Youth: An individual between the ages of birth (0)
18 to eighteen (18) years, referred for foster care services by ADMINISTRATOR to
19 CONTRACTOR.

20 4.14 Health and Education Passport (HEP): The document that
21 provides historical and current medical, dental, and mental health and
22 educational information as it pertains to a Foster Youth or NMD.

23 4.15 Health and Education Passport (HEP) Encounter Form: The
24 form to record the Youth/NMD's medical/dental exam information for the Health
25 Passport Update report.

26 4.16 Important Persons: Individuals identified by the ~~child~~
27 Foster Youth/NMD placed in a group home, age ten (10) years or older, as
28 defined in ~~Welfare and Institutions Code (WIC) WIC Section 366.3(e)2~~, that are

1 important to the child Foster Youth/NMD consistent with his/her best interest.

2 4.17 ILP: ~~An independent living program designed to enable~~
3 ~~children who are, or were, dependents of the Juvenile Court system and in out-~~
4 ~~of-home care to achieve self-sufficiency prior to leaving the system by~~
5 ~~providing independent living skills and employment services.~~

6 4.18 Individual Education Plan (IEP): An assessment procedure
7 requested by parents, guardians, school staff, and/or other involved parties,
8 determine a youth's educational needs.

9 4.19 Needs and Services Plan: The written plan required by Title
10 22 of the California Code of Regulations, Sections 84068.2 and 84268.2.

11 4.20 Non Minor Dependent (NMD): Pursuant to California Welfare
12 and Institutions Code (WIC) Section 11400(v), a Foster Youth ~~child~~ who has
13 attained the age of eighteen (18) years while in foster care and is younger
14 than nineteen (19) years on January 1, 2012; younger than twenty (20) years as
15 of January 1, 2013; or younger than twenty-one (21) years as of January 1,
16 2014. The NMD must meet at least one of the AB 12 participation requirements
17 and must participate in a Transitional Independent Living Plan under the
18 responsibility supervision of COUNTY ADMINISTRATOR.

19 4.21 Notice of Hearing: Notification by certified mail of a
20 child's Foster Youth's/NMD's dependency status review hearing. Included with
21 the Notice of Hearing is the Summary of Recommendation for Disposition form,
22 which is required to be provided to the party having physical custody of the
23 child Foster Youth/NMD, if the child Foster Youth/NMD is not residing with
24 his/her parents.

25 4.22 Program Statement: The document that is prepared by all
26 Group Homes (GH), as required by State regulation and filed with CCLD, which
27 provides details of the day-to-day operation of the GH, including, but not
28 limited to, staffing, training, therapy, intake criteria, and record-keeping.

1 4.23 Probation Department: The County of Orange Probation
2 Department.

3 4.24 Probation Officer: The ~~child's~~ Foster Youth's/NMD's
4 assigned Probation Department Case Manager.

5 4.25 Program Manager: SSA management staff responsible for the
6 oversight of group home placements.

7 4.26 ~~Prudent parent: Within the context of "Reasonable and
8 prudent parent" or "reasonable and prudent parent standard," it refers to the
9 standard characterized by careful and sensible parental decisions that
10 maintain the child's Foster Youth's health, safety, and best interest, and
11 provides for normalcy as defined in WIC Section 362.04.~~

12 4.27 Social Worker: SSA employee assigned as the case-carrying
13 social worker responsible for a ~~child's~~ Foster Youth's/NMD's placement and
14 care.

15 4.28 ~~SSA: The County of Orange Social Services Agency.~~

16 4.29 Special Education Local Planning Agency Area (SELPA):
17 ~~Provides County-wide support to special education staff and administration to
18 encourage high quality instructional and professional practice. Service area
19 covered by a special education local plan and the governance structure created
20 under any of the planning options of California Education Code Sections 56205,
21 56206, 56208, 56213, 56241, and 56243-56245. SELPAs facilitate educational
22 programs and services for special needs students and training for parents and
23 educators. The SELPA collaborates with county agencies and school districts
24 to develop and maintain healthy and enriching environments in which special
25 needs students and families can live and succeed.~~

26 4.30 Team Decision Making (TDM): A group process facilitated by
27 CFS to make decisions critical to a ~~child's~~ Foster Youth's/NMD's well-being,
28 including decisions to separate a ~~child~~ Foster Youth/NMD from his/her family,

1 reunify with the family, or to change a placement.

2 4.31 Termination of placement: Severing the admission agreement
3 for an individual ~~child~~ Foster Youth/NMD and concluding payment to CONTRACTOR
4 for care of the ~~child~~ Foster Youth/NMD. Planned termination of placement
5 means CONTRACTOR, ~~child~~ Foster Youth/NMD, and ~~child's~~ Foster Youth's/NMD's
6 Social Worker/Probation Officer have agreed that the ~~child~~ Foster Youth/NMD
7 has met the goals of the program, and have planned the ~~child's~~ Foster
8 Youth's/NMD's transition home or to another caregiver. Unplanned termination
9 means that the ~~child~~ Foster Youth/NMD is ordered removed from the placement by
10 the Juvenile Court, that the ~~child~~ Foster Youth/NMD was removed from the
11 placement due to safety concerns, or that CONTRACTOR has requested the ~~child's~~
12 Foster Youth's/NMD's removal because the program cannot meet the ~~child's~~
13 Foster Youth's/NMD's needs. ~~The~~ CONTRACTOR shall provide written notice to
14 COUNTY within seven (7) calendar days prior to termination of placement. A
15 TDM, which CONTRACTOR shall attend, shall be conducted prior to any
16 termination, planned or unplanned.

17 4.32 Title 22: Title 22, Division 6 of the California Code of
18 Regulations (CCR) relating to the licensing of community care facilities,
19 including group homes.

20 4.33 Transitional Independent Living Plan. A plan established by
21 the COUNTY Social Worker/Probation Officer in collaboration with the Foster
22 Youth/NMD to develop and document meaningful and attainable goals that will
23 support the Foster Youth's/NMD's transition to adulthood; and meet at least
24 one participation requirement for the NMD to remain eligible for Extended
25 Foster Care.

26 4.34 Emancipation Services Program (ESP) Transitional Planning
27 Services Program (TPSP): A program within the Children and Family Services
28 CFS Division of Social Services Agency, which provides independent living

1 skills training resources, supportive services, vocational assessment
2 referrals, and financial resources assistance for employment and education to
3 Orange County's dependent and emancipated children youth, ages sixteen (16)
4 through twenty (20).

5 4.35 Treatment Team: Collaborative team consisting of
6 ADMINISTRATOR, CONTRACTOR and Probation staff who confer for decision making
7 purposes.

8 4.36 Visitors: Volunteers, repairmen, family members, friends,
9 consulting staff, outside agency staff, or any other person who is not a
10 resident or staff member of the group home.

11 5. DESCRIPTION OF SERVICES, STAFFING

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

19 5.2 Subject to thirty (30) days advance written notice,
20 ADMINISTRATOR may, in his or her sole discretion, require changes in staffing
21 patterns in accordance with workload demands related to the number of children
22 Foster Youth/NMD to be served.

23 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
24 appropriate staff to attend an orientation session and subsequent training
25 sessions given by COUNTY.

26 6. LICENSES AND STANDARDS

27 6.1 CONTRACTOR warrants that it has all necessary licenses and
28 permits required by the laws of the United States, State of California, County

1 of Orange and all other appropriate governmental agencies, to perform the
2 residential care and treatment services contained in this Agreement and agrees
3 to maintain these licenses and permits in effect for the duration of this
4 Agreement. Further, CONTRACTOR warrants that its employees shall conduct
5 themselves in compliance with such laws and licensure requirements including,
6 without limitation, compliance with laws applicable to sexual harassment and
7 ethical behavior.

8 6.2 In the performance of this Agreement, CONTRACTOR shall
9 comply, unless waived in whole or in part by ADMINISTRATOR, with all
10 applicable provisions of the California Welfare and Institutions Code (WIC);
11 Title 45 of the Code of Federal Regulations (CFR); Federal Office of
12 Management and Budget (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR
13 Section 31.2; and all applicable laws and regulations of the United States,
14 State of California, County of Orange Social Services Agency and all
15 administrative regulations, rules and policies adopted thereunder as each and
16 all may now exist or be hereafter amended.

17 6.2.1 For Federally funded Agreements in the amount of \$25,000 or
18 more, CONTRACTOR certifies that said Agency's officers and/or principals are
19 not debarred or suspended from Federal financial assistance programs and/or
20 activities.

21 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

22 7.1 Delegation and Assignment:

23 In the performance of this Agreement, CONTRACTOR may neither
24 delegate its duties or obligations nor assign its rights, either in whole or
25 in part, without the prior written consent of COUNTY. Any attempted
26 delegation or assignment without prior written consent shall be void. The
27 transfer of assets in excess of ten (10) percent of the total assets of
28 CONTRACTOR, or any change in the corporate structure, the governing body, or

1 the management of CONTRACTOR, which occurs as a result of such transfer, shall
2 be deemed an assignment of benefits under the terms of this Agreement
3 requiring COUNTY approval.

4 7.2 Subcontracts:

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

12 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

13 8.1 Form of Business Organization:

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

18 8.1.1 The form of CONTRACTOR's business organization, i.e.,
19 proprietorship, partnership, corporation, etc.

20 8.1.2 A detailed statement indicating the relationship of
21 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
22 individual.

23 8.1.3 A detailed statement indicating the relationship of
24 CONTRACTOR to any subsidiary business organization or to any individual who
25 may be providing services, supplies, material or equipment to CONTRACTOR or in
26 any manner does business with CONTRACTOR under this Agreement.

27 8.2 Change in Form of Business Organization:

28 If during the term of this Agreement the form of

1 CONTRACTOR's business organization changes, or the ownership of CONTRACTOR
2 changes, or CONTRACTOR's relationship to other businesses dealing with
3 CONTRACTOR under this Agreement changes, CONTRACTOR shall promptly notify
4 ADMINISTRATOR, in writing, detailing such changes. A change in the form of
5 business organization may, at COUNTY's sole discretion, be treated as an
6 attempted assignment of rights or delegation of duties of this Agreement.

7 9. NON-DISCRIMINATION

8 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
9 shall not engage nor employ any unlawful discriminatory practices in the
10 admission of clients, provision of services or benefits, assignment of
11 accommodations, treatment, evaluation, employment of personnel or in any other
12 respect on the basis of sex, race, color, ethnicity, national origin,
13 ancestry, religion, age, marital status, medical condition, sexual
14 orientation, sexual preference, physical or mental disability or any other
15 protected group in accordance with the requirements of all applicable Federal
16 or State laws.

17 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
18 meets the lawful and applicable requirements of the U.S. Department of Health
19 and Human Services.

20 9.3 CONTRACTOR shall furnish any and all information requested by
21 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
22 books, records and accounts in order to ascertain CONTRACTOR's compliance with
23 Paragraph 9 et seq.

24 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
25 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
26 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

27 9.5 Non-Discrimination in Employment

28 9.5.1 All solicitations or advertisements for employees placed by

1 or on behalf of CONTRACTOR shall state that all qualified applicants will
2 receive consideration for employment without regard to sex, race, color,
3 ethnicity, national origin, ancestry, religion, age, marital status, medical
4 condition, sexual orientation, sexual preference, physical or mental
5 disability or any other protected group in accordance with the requirements of
6 all applicable Federal or State laws. Notices describing the provisions of
7 the equal opportunity clause shall be posted in a conspicuous place for
8 employees and job applicants.

9 9.5.2 CONTRACTOR shall refer any and all employees desirous of
10 filing a formal discrimination complaint to:

11 California Department of Social Services

12 Public Inquiry and Response Bureau

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

14 Sacramento, CA 94244-2430

15 Telephone: (800) 952-5253

16 (800) 952-8349 (For the hard of hearing)

17 9.6 Non-Discrimination in Service Delivery

18 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the Civil
19 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,
20 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act
21 of 1977, as amended, and in particular Section 272.6; Title II of the
22 Americans with Disabilities Act of 1990; California Civil Code Section 51 et
23 seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as
24 amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title
25 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR
26 Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
27 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
28 Act of 1996; and other applicable Federal and State laws, as well as their

1 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
2 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
3 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
4 now exist or be hereafter amended. CONTRACTOR shall not implement any
5 administrative methods or procedures which would have a discriminatory effect
6 or which would violate the CDSS MPP Division 21, Chapter 21-100. If there are
7 any violations of this paragraph, CDSS shall have the right to invoke fiscal
8 sanctions or other legal remedies in accordance with WIC Section 10605, or CGC
9 Sections 11135-11139.5, or any other laws, or the issue may be referred to the
10 appropriate Federal agency for further compliance action and enforcement of
11 Subparagraph 9.6 et seq.

12 9.6.2 CONTRACTOR shall provide any and all clients desirous of
13 filing a formal complaint any and all information as appropriate:

14 9.6.2.1 Pamphlet: "Your Rights Under California Welfare
15 Programs" (PUB 13)

16 9.6.2.2 Discrimination Complaint Form

17 9.6.2.3 Civil Rights Contacts:

18 County Civil Rights Contact:

19 Orange County Social Services Agency

20 Program Integrity

21 Attn: Civil Rights Coordinator

22 P.O. Box 22001

23 Santa Ana, CA 92702-2001

24 Telephone: (714) 438-8877

25 State Civil Rights Contact:

26 California Department of Social Services

27 Civil Rights Bureau

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

Sacramento, CA 94244-2430
Federal Civil Rights Contact:
U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

10. NOTICES

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
888 N. Main Street
Santa Ana, CA 92701

AND

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

CONTRACTOR: [REDACTED]

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

1 delay the timely performance of this Agreement, that party shall, within one
2 (1) business day, give notice thereof, including all relevant information with
3 respect thereto, to the other party.

4 12. INDEMNIFICATION

5 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
6 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
7 State, COUNTY, and their elected and appointed officials, officers, employees,
8 agents and those special districts and agencies which COUNTY's Board of
9 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
10 any claims, demands or liability of any kind or nature, including but not
11 limited to personal injury or property damage, arising from or related to the
12 services, products or other performance provided by CONTRACTOR pursuant to
13 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
14 court of competent jurisdiction because of the concurrent active negligence of
15 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
16 be apportioned as determined by the court. Neither party shall request a jury
17 apportionment.

18 13. INSURANCE

19 13.1 Prior to the provision of services under this Agreement,
20 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
21 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
22 endorsements required herein, necessary to satisfy COUNTY that the insurance
23 provisions of this Agreement have been complied with, and to keep such
24 insurance coverage and the certificates therefore on deposit with
25 ADMINISTRATOR during the entire term of this Agreement.

26 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
27 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
28 to the same terms and conditions as set forth herein for CONTRACTOR.

1 13.3 All self-insured retentions (SIRs) and deductibles shall be
2 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
3 apply, indicate this on the Certificate of Insurance with a "0" by the
4 appropriate line of coverage. Any self-insured retention (SIR) or deductible
5 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
6 specifically be approved by the County Executive Office (CEO)/Office of Risk
7 Management.

8 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
9 the full term of this Agreement, COUNTY may terminate this Agreement.

10 13.5 Qualified Insurer

11 13.5.1 Minimum insurance company ratings as determined by the
12 most current edition of the Best's Key Rating Guide/Property-Casualty/United
13 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
14 Category).

15 13.5.2 The policy or policies of insurance required herein must
16 be issued by an insurer licensed to do business in the State of California
17 (California Admitted Carrier). If the insurer is a non-admitted carrier in the
18 State of California and does not meet or exceed an A.M. Best rating of A-
19 /VIII, CEO/Office of Risk Management retains the right to approve or reject
20 carrier after a review of the company's performance and financial ratings. If
21 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
22 /VIII, ADMINISTRATOR can accept the insurance.

23 13.6 The policy or policies of insurance maintained by CONTRACTOR shall
24 provide the minimum limits and coverage as set forth below:

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<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	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.7 Required Coverage Forms

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

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

13.8 Required Endorsements

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

1 13.8.1.1 An Additional Insured endorsement using ISO form
2 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
3 its elected and appointed officials, officers, employees, agents as Additional
4 Insureds.

5 13.8.1.2 A primary non-contributing endorsement
6 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
7 insurance maintained by the County of Orange shall be excess and non-
8 contributing.

9 13.9 All insurance policies required by this Agreement shall waive all
10 rights of subrogation against the County of Orange and members of the Board of
11 Supervisors, its elected and appointed officials, officers, agents and
12 employees when acting within the scope of their appointment or employment.

13 13.10 The Workers' Compensation policy shall contain a waiver of
14 subrogation endorsement waiving all rights of subrogation against the County
15 of Orange, and members of the Board of Supervisors, its elected and appointed
16 officials, officers, agents and employees.

17 13.11 All insurance policies required by this Agreement shall give the
18 County of Orange thirty (30) days' notice in the event of cancellation and ten
19 (10) days for non-payment of premium. This shall be evidenced by policy
20 provisions or an endorsement separate from the Certificate of Insurance.

21 13.12 If CONTRACTOR's Professional Liability policy is a "claims made"
22 policy, CONTRACTOR shall agree to maintain professional liability coverage for
23 two (2) years following completion of this Agreement.

24 13.13 The Commercial General Liability policy shall contain a
25 severability of interests clause also known as a "separation of insureds"
26 clause (standard in the ISO CG 0001 policy).

27 13.14 Insurance certificates should be mailed to COUNTY at the address
28 indicated in Paragraph 10 of this Agreement.

1 13.15 If CONTRACTOR fails to provide the insurance certificates and
2 endorsements within seven (7) days of notification by CEO/County Procurement
3 Office or ADMINISTRATOR, ~~award may be made to the next qualified proponent~~
4 COUNTY may terminate this Agreement.

5 13.16 COUNTY expressly retains the right to require CONTRACTOR to
6 increase or decrease insurance of any of the above insurance types throughout
7 the term of this Agreement. Any increase or decrease in insurance will be as
8 deemed by County of Orange Risk Manager as appropriate to adequately protect
9 COUNTY.

10 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the
11 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
12 certificates of insurance and endorsements with COUNTY incorporating such
13 changes within thirty (30) days of receipt of such notice, this Agreement may
14 be in breach without further notice to CONTRACTOR, and COUNTY shall be
15 entitled to all legal remedies.

16 13.18 The procuring of such required policy or policies of insurance
17 shall not be construed to limit CONTRACTOR's liability hereunder nor to
18 fulfill the indemnification provisions and requirements of this Agreement, nor
19 act in any way to reduce the policy coverage and limits available from the
20 insurer.

21 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

22 CONTRACTOR shall report to COUNTY:

23 14.1 Any accident or incident relating to services performed under this
24 Agreement which involves injury or property damage which may result in the
25 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
26 shall be made in writing within twenty-four (24) hours of occurrence.

27 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
28 from or related to services performed by CONTRACTOR under this Agreement. Such

1 report shall be submitted to COUNTY within twenty-four (24) hours of
2 occurrence.

3 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
4 property. Such report shall be submitted to COUNTY within twenty-four (24)
5 hours of occurrence.

6 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
7 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
8 under the term of this Agreement. Such report shall be submitted to COUNTY
9 within twenty-four (24) hours of occurrence.

10 15. CONFLICT OF INTEREST

11 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
12 any actions or conditions that could result in a conflict with the best
13 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
14 agents, relatives, subcontractors, and third parties associated with
15 accomplishing the work hereunder.

16 15.2 CONTRACTOR's efforts shall include, but not be limited to,
17 establishing precautions to prevent its employees or agents from making,
18 receiving, providing, or offering gifts, entertainment, payments, loans, or
19 other considerations which could be deemed to appear to influence individuals
20 to act contrary to the best interests of COUNTY.

21 16. ANTI-PROSELYTISM PROVISION

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

26 17. SUPPLANTING GOVERNMENT FUNDS

27 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
28 intended for the purposes of this Agreement with any funds made available

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

8 18. BREACH SANCTIONS

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

14 18.1 Afford CONTRACTOR a time period within which to cure the breach,
15 which period shall be established at the sole discretion of ADMINISTRATOR;
16 and/or

17 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
18 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
19 later recovery; and/or

20 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
21 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

25 19. PAYMENTS

26 19.1 COUNTY shall pay to CONTRACTOR, monthly in arrears, the rate of
27 reimbursement for the services provided under this Agreement, as established
28 by the State of California, as stated in CDSS Manual of Policies and

1 Procedures, Division 11, Chapter 11-425.1. Payments shall accrue from the date
2 a child Foster Youth/NMD is placed and terminate on the date before the child
3 Foster Youth/NMD is discharged, removed, runs away, ~~turns eighteen (18) years~~
4 ~~old~~, or otherwise leaves CONTRACTOR's facility. No payment shall accrue to
5 CONTRACTOR if the child Foster Youth/NMD is placed and removed from
6 CONTRACTOR's facility and placed in another facility on the same day, i.e.,
7 the child Foster Youth/NMD must spend the night in CONTRACTOR's facility
8 before payment will accrue.

9 19.1.1 It is mutually understood that CDSS determines
10 CONTRACTOR's Rate Classification Level (RCL) and sets a corresponding rate
11 using the standardized schedule of rates specified in WIC Section 11462(f),
12 (g), and (h). CONTRACTOR's RCL is determined using points resulting from the
13 total number of eligible weighted hours per child Foster Youth/NMD per month
14 of Child Care Service, Social Work Activities, and Mental Health Treatment
15 Services, divided by ninety (90) percent of CONTRACTOR's licensed capacity.
16 The total number of points determines CONTRACTOR's RCL.

17 19.1.2 CONTRACTOR shall be classified at RCL 13 or 14 only if
18 CONTRACTOR generates the requisite number of points for RCL 13 or 14, only
19 accepts children Foster Youth/NMD with special treatment needs, as determined
20 through the assessment process in WIC Section 11462.01, and has as part of its
21 program measurable performance standards developed by COUNTY.

22 19.1.3 CONTRACTOR shall submit to CDSS a completed rate
23 application for each program on a biennial basis according to a schedule
24 determined by CDSS, in accordance with Welfare and Institutions Code Section
25 11462 (a) (3) (A)

26 19.2 Upon prior written approval of child's Foster Youth's/NMD's Social
27 Worker/Probation Officer, COUNTY may continue to pay for residential care for
28 up to fourteen (14) calendar days when a child Foster Youth/NMD leaves

1 CONTRACTOR's facility prior to the planned discharge date (e.g., runaway) if
2 CONTRACTOR has agreed to take the child Foster Youth/NMD back immediately upon
3 notice during the period of continued payment.

4 19.3 Clothing Allowance

5 COUNTY's placement worker may authorize reimbursement for clothing
6 child, subject to COUNTY procedure and limitation, when child's available
7 clothing is insufficient.

8 20. OVERPAYMENTS/UNDERPAYMENTS

9 20.1 CONTRACTOR shall provide written notice to CFS Foster Care
10 Eligibility within thirty (30) days of receipt of a payment for an Orange
11 County placement that is inconsistent with the actual period of placement and
12 results in an overpayment or underpayment. The overpayment or underpayment
13 shall be identified by the child's Foster Youth's/NMD's name, case number,
14 caseload number, and the amount of underpayment and/or overpayment.

15 20.2 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to
16 which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY,
17 in accordance with any applicable regulations and/or policies in effect during
18 the term of this Agreement, or as established by COUNTY procedure. Any
19 overpayments made by COUNTY which result from a payment by any other funding
20 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
21 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
22 thirty (30) days after the date of the final audit findings report and prior
23 to any administrative appeal process. In the event an overpayment owing by
24 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
25 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
26 administrative appeal process.

27 20.3 CONTRACTOR may call the following phone number with
28 overpayment/underpayment questions:

1 Social Services: Foster Care Program Development

2 (714) 704-8866 or 704-8441

3 Probation: Supervisor, ~~Administrative Placement~~ Community
4 Resources Unit

5 (714) ~~935-7486~~ 569-2150

6 20.4 CONTRACTOR may call the following phone numbers to appeal
7 overpayment/underpayment matters:

8 Social Services: Program Integrity

9 (714) ~~628-8668~~ 438-8880 or

10 California Department of Social Services: State Hearing System
11 1(800)952-5253

12 Probation: Supervisor, ~~Administrative Placement~~ Community
13 Resources Unit

14 (714) ~~935-7486~~ 569-2150

15 20.5 CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to
16 enforce the provisions set forth in this Paragraph.

17 21. OUTSTANDING DEBT

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

21 22. MEDICAL COSTS

22 22.1 It is anticipated that any medical costs for ~~children~~ Foster
23 Youth/NMD placed by COUNTY under this Agreement shall be paid by the State
24 Medi-Cal program during such periods as the ~~child~~ Foster Youth/NMD is eligible
25 for health care services under that program.

26 22.2 If the ~~child~~ Foster Youth/NMD is ineligible for Medi-Cal services,
27 CONTRACTOR shall notify ~~child's~~ Foster Youth's/NMD's Social Worker/Probation
28 Officer and specify the medical treatment needed and approximate cost. Except

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

8 22.3 CONTRACTOR shall be responsible for controlling the use of each
9 child's Foster Youth's/NMD's Medi-Cal proof-of-eligibility card.

10 23. RECORDS, INSPECTIONS AND AUDITS

11 23.1 Financial Records:

12 23.1.1 CONTRACTOR shall prepare and maintain accurate and
13 complete financial records. Financial records shall be retained, by
14 CONTRACTOR, for a minimum of five (5) years from the date of final payment
15 under this Agreement or until all pending COUNTY, State and Federal audits are
16 completed, whichever is later.

17 23.1.2 CONTRACTOR shall establish and maintain reasonable
18 accounting, internal control and financial reporting standards in conformity
19 with generally accepted accounting principles established by the American
20 Institute of Certified Public Accountants and to the satisfaction of
21 ADMINISTRATOR.

22 23.2 Client Records:

23 23.2.1 CONTRACTOR shall prepare and maintain accurate and
24 complete records of clients served and dates and type of services provided
25 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

26 23.2.2 All client records related to services provided under the
27 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
28 (5) years from the date of final payment under this Agreement or until all

1 pending COUNTY, State and Federal audits are completed, whichever is later.
2 Notwithstanding anything to the contrary, upon termination of this Agreement,
3 CONTRACTOR shall relinquish control with respect to client records to COUNTY
4 in accordance with Subparagraph 41.2.

5 23.2.3 COUNTY may refuse payment for a claim if client records
6 are determined by COUNTY to be incomplete or inaccurate. In the event client
7 records are determined to be incomplete or inaccurate after payment has been
8 made, COUNTY may treat such payment as an overpayment within the provisions of
9 this Agreement.

10 23.3 Public Records:

11 With the exception of client records or other records referenced
12 in Paragraph 29, entitled Confidentiality, all records, including but not
13 limited to, reports, audits, notices, claims, statements and correspondence,
14 required by this Agreement may be subject to public disclosure. COUNTY will
15 not be liable for any such disclosure.

16 23.4 Inspections and Audits:

17 23.4.1 The U.S. Department of Health and Human Services,
18 Comptroller General of the United States, Director of CDSS, State Auditor-
19 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
20 Department, or any of their authorized representatives, shall have access to
21 any books, documents, papers and records, including medical records, of
22 CONTRACTOR which any of them may determine to be pertinent to this Agreement
23 for the purpose of financial monitoring. Further, all the above mentioned
24 persons have the right at all reasonable times to inspect or otherwise
25 evaluate the work performed or being performed under this Agreement and the
26 premises in which it is being performed.

27 23.4.2 CONTRACTOR shall make available its books and financial
28 records within the borders of Orange County within ten (10) days after receipt

1 of written demand by ADMINISTRATOR.

2 23.4.3 In the event CONTRACTOR does not make available its books
3 and financial records within the borders of Orange County, CONTRACTOR agrees
4 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
5 designee, necessary to obtain CONTRACTOR's books and financial records.

6 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
7 liability to the State or Federal government or any agency thereof resulting
8 from any disallowances or other audit exceptions to the extent that such
9 liability is attributable to CONTRACTOR's failure to perform under this
10 Agreement.

11 23.5 Evaluation Studies:

12 23.5.1 CONTRACTOR shall participate as requested by COUNTY in
13 research and/or evaluative studies designed to show the effectiveness and/or
14 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
15 project.

16 24. PERSONNEL DISCLOSURE

17 24.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
18 all personnel providing services hereunder, including résumés and job
19 applications. Changes to the list will be immediately provided to
20 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
21 application. The list shall include:

22 24.1.1 Names of all full or part-time personnel by title,
23 including volunteer personnel, whose direct services are required to provide
24 the programs described herein;

25 24.1.2 A brief description of the functions of each position and
26 the hours each person works each week; or for part-time personnel, each day or
27 month, as appropriate;

28 24.1.3 The professional degree, if applicable, and experience

1 required for each position; and

2 24.1.4 The language skill, if applicable, for all personnel.

3 24.2 CONTRACTOR's employment applications shall require applicants to
4 provide detailed information regarding the conviction of a crime by any court,
5 for offenses other than minor traffic offenses. Information not disclosed in
6 the employment application discovered subsequent to the hiring or promotion of
7 any applicant shall be cause for termination of that employee from the
8 performance of services under this Agreement.

9 24.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
10 the COUNTY, criminal record background checks on all employees and/or
11 volunteers who will provide services under this Agreement. Candidates will
12 satisfy background checks consistent with and comparable to those required for
13 COUNTY employees.

14 24.4 CONTRACTOR warrants that all persons employed or otherwise
15 assigned by CONTRACTOR to provide services under this Agreement have
16 satisfactory past work records and/or reference checks indicating their
17 ability to perform the required duties and accept the kind of responsibility
18 anticipated under this Agreement. CONTRACTOR shall maintain records of
19 background investigations and reference checks undertaken and coordinated by
20 CONTRACTOR for each employee and/or volunteer assigned to provide services
21 under this Agreement for a minimum of five (5) years from the date of final
22 payment under this Agreement or until all pending COUNTY, State and Federal
23 audits are completed, whichever is later, in compliance with all applicable
24 laws.

25 24.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
26 arrest and/or subsequent conviction, for offenses other than minor traffic
27 offenses, of any paid employee and/or volunteer staff performing services
28 under this Agreement, when such information becomes known to CONTRACTOR.

1 ADMINISTRATOR, in its sole discretion, may determine whether such employee
2 and/or volunteer may continue to provide services under this Agreement and
3 shall provide notice of such determination to CONTRACTOR in writing.
4 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
5 material breach of this Agreement, pursuant to Paragraph 18 above.

6 24.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
7 staff performing work hereunder and any proposed changes in CONTRACTOR's
8 staff, including, but not limited to, CONTRACTOR's lead position.

9 24.7 COUNTY shall have the right, at its sole discretion, to require
10 CONTRACTOR to remove any employee from the performance of services under this
11 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
12 said personnel.

13 24.8 CONTRACTOR shall notify COUNTY immediately when staff is
14 terminated for cause from working on this Agreement.

15 24.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
16 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all
17 work in accordance with the terms and conditions of this Agreement.

18 25. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8 26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

1 and failure to cure such breach within sixty (60) calendar days of notice from
2 COUNTY shall constitute grounds for termination of this Agreement.

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

6 27. 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 ~~Penal Code~~ Sections 11166 and
15 11166.05 ~~and of the Penal Code~~ and the dependent adult and elder abuse
16 reporting requirements as set forth in ~~WIC~~ Section 15630 ~~of the WIC~~ and will
17 comply with the provisions of these code sections as they now exist or ~~as they~~
18 may hereafter be amended.

19 28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

25 29. CONFIDENTIALITY

26 29.1 CONTRACTOR agrees to maintain the confidentiality of its records
27 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
28 and all other provisions of law, and regulations promulgated thereunder

1 relating to privacy and confidentiality, as each may now exist or be hereafter
2 amended.

3 29.2 All records and information concerning any and all persons
4 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
5 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
6 volunteers. CONTRACTOR shall require all of its employees, agents,
7 subcontractors and volunteer staff who may provide services for CONTRACTOR
8 under this Agreement to sign an agreement with CONTRACTOR before commencing
9 the provision of any such services, to maintain the confidentiality of any and
10 all materials and information with which they may come into contact, or the
11 identities or any identifying characteristics or information with respect to
12 any and all participants referred to CONTRACTOR by COUNTY, except as may be
13 required to provide services under this Agreement or to those specified in
14 this Agreement as having the capacity to audit CONTRACTOR, and as to the
15 latter, only during such audit. CONTRACTOR shall comply with any audits
16 specified in Paragraph 23, provide reports and any other information required
17 by COUNTY in the administration of this Agreement, and as otherwise permitted
18 by law.

19 29.3 CONTRACTOR shall inform all of its employees, agents,
20 subcontractors, volunteers and partners of this provision and that any person
21 knowingly and intentionally violating the provisions of said State law may be
22 guilty of a crime.

23 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall
24 be subject to the confidentiality requirements of this Agreement.

25 29.5 CONTRACTOR must receive prior written approval of the Juvenile
26 Court before allowing any child Foster Youth/NMD to be interviewed, or
27 photographed or recorded by any publication or organization or to appear on
28 any radio, television shows or internet broadcast or make any other public

1 appearance. Such approval shall be requested through child's Foster
2 Youth's/NMD's Social Worker/Probation Officer.

3 29.5.1 ~~All materials prepared for, and/or relating to actions~~
4 ~~taken by the Juvenile Court and furnished by COUNTY to CONTRACTOR shall~~
5 ~~require prior written approval of the Juvenile Court for release.~~

6 29.5.2 No access, disclosure or release of information regarding
7 a child Foster Youth/NMD who is the subject of Juvenile Court proceedings
8 shall be permitted except as authorized. If authorization is in doubt, no such
9 information shall be released without the written approval of a Judge of the
10 Juvenile Court.

11 29.5.3 CONTRACTOR agrees to maintain the confidentiality of its
12 records with respect to Juvenile Court matters, in accordance with the WIC
13 Section 827, all applicable statutes, caselaw, and Orange County Superior
14 Court Policy-Juvenile Court Exchange of Information, Confidentiality and media
15 Policy dated September 23, 2010, ~~Juvenile Court's Policy regarding~~
16 ~~Confidentiality, and Release of Information Policy and Order of January 28,~~
17 ~~1997,~~ as it now exists or may hereafter be amended.

18 30. COPYRIGHT ACCESS

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

23 31. WAIVER

24 No delay or omission by either party hereto to exercise any right or
25 power accruing upon any noncompliance or default by the other party with
26 respect to any of the terms of this Agreement shall impair any such right or
27 power or be construed to be a waiver thereof. A waiver by either of the
28 parties hereto of any of the covenants, conditions, or agreements to be

1 performed by the other shall not be construed to be a waiver of any succeeding
2 breach thereof or of any other covenant, condition or agreement herein
3 contained.

4 32. PETTY CASH

5 ~~CONTRACTOR is authorized to establish a petty cash fund in an amount not~~
6 ~~to exceed two hundred and fifty dollars (\$250.00).~~

7 33. PUBLICITY

8 33.1 Information and solicitations, prepared and released by
9 CONTRACTOR, concerning the services provided under this Agreement shall state
10 that the program, wholly or in part, is funded through COUNTY, State and
11 Federal government funds.

12 33.2 CONTRACTOR shall not disclose any details in connection with this
13 Agreement to any person or entity except as may be otherwise provided
14 hereunder or required by law. However, in recognizing CONTRACTOR's need to
15 identify its services and related clients to sustain itself, COUNTY shall not
16 inhibit CONTRACTOR from publishing its role under this Agreement within the
17 following conditions:

18 33.2.1 CONTRACTOR shall develop all publicity material in a
19 professional manner; and

20 33.2.2 During the term of this Agreement, CONTRACTOR shall not,
21 and shall not authorize another to, publish or disseminate any commercial
22 advertisements, press releases, feature articles, or other materials using the
23 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
24 unreasonably withhold written consent.

25 34. COUNTY RESPONSIBILITIES

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

1 35. REFERRALS

2 35.1 CONTRACTOR shall provide services to individuals referred by
3 ADMINISTRATOR.

4 36. REPORTS

5 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR
6 to complete any Federal/State-required or grant-required reports related to
7 the services provided under this Agreement.

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

13 37. ENERGY EFFICIENCY STANDARDS

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

17 38. ENVIRONMENTAL PROTECTION STANDARDS

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

24 38.1 No facility to be utilized in the performance of the proposed
25 grant has been listed on the EPA List of Violating Facilities;

26 38.2 It will notify COUNTY prior to award of the receipt of any
27 communication from the Director, Office of Federal Activities, U.S. EPA,
28 indicating that a facility to be utilized for the grant is under consideration

1 to be listed on the EPA List of Violating Facilities; and

2 38.3 It will notify COUNTY and the EPA about any known violation of the
3 above laws and regulations.

4 39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
5 CERTAIN FEDERAL TRANSACTIONS

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

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

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

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

27 2) If any funds other than Federal appropriated funds
28 (including profit or fee received under a covered Federal transaction) have

1 been paid, or will be paid, to any person for influencing or attempting to
2 influence an officer or employee of any agency, a Member of Congress, an
3 officer or employee of Congress, or an employee of a Member of Congress on his
4 or her behalf in connection with this solicitation, the offeror shall complete
5 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
6 Activities, to the Contracting Officer; and

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

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

18 40. POLITICAL ACTIVITY

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

22 41. TERMINATION PROVISIONS

23 41.1 ADMINISTRATOR may terminate this Agreement without penalty
24 immediately with cause or after thirty (30) days written notice without cause,
25 unless otherwise specified. Notice shall be deemed served on the date of
26 mailing. Cause shall be defined as any breach of contract, any
27 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
28 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of

1 all further obligation under this Agreement.

2 41.2 Upon termination, or notice thereof, CONTRACTOR agrees to
3 cooperate with ADMINISTRATOR in the orderly transfer of service
4 responsibilities, active case records, and pertinent documents.

5 41.3 The obligations of COUNTY under this Agreement are contingent upon
6 the availability of Federal and/or State funds, as applicable, for the
7 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
8 for the services hereunder in the budget approved by the Orange County Board
9 of Supervisors each fiscal year this Agreement remains in effect or operation.
10 In the event that such funding is terminated or reduced, ADMINISTRATOR may
11 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
12 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
13 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
14 notification of such determination. CONTRACTOR shall immediately comply with
15 ADMINISTRATOR's decision.

16 41.4 If any provision of this Agreement or the application thereof is
17 held invalid, the remainder of this Agreement shall not be affected thereby.

18 42. GOVERNING LAW AND VENUE

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

1 43. SIGNATURE IN COUNTERPARTS

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

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

By: _____

By: _____

DIRECTOR
COUNTY OF ORANGE
SOCIAL SERVICES AGENCY

Dated: _____

Dated: _____

By: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE

FOR THE PROVISION OF GROUP HOME SERVICES

RCL _____

1. POPULATION TO BE SERVED

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

1.2 CONTRACTOR shall serve male/female ~~children~~ Foster Youth between the ages of _____ and eighteen (18) years, and those ~~non-minor dependents~~ NMDs up to the age of twenty-one (21) pursuant to Subparagraph 1.2.1 below.

1.2.1 A Foster Youth who turns eighteen (18) years of age while placed at CONTRACTOR's facility and meets the NMD criteria as defined in Subparagraph 4.20 of this Agreement, may remain placed at CONTRACTOR's facility only if attending high school. After high school graduation or when the NMD reaches the age of nineteen (19) years, whichever is first, the NMD placement must be terminated as defined in Subparagraph 4.311 of this Agreement, unless the NMD has a medical condition verified by ADMINISTRATOR.

///

1 2. REFERRALS

2 2.1 It is mutually understood that no minimum number of placement
3 referrals is guaranteed, expressed or implied, under this Agreement.
4 CONTRACTOR agrees to provide services requested as needed by COUNTY,
5 regardless of the quantity of placement referrals received.

6 3. CONTRACTOR'S PROGRAM STATEMENT

7 3.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or
8 revised Program Statement that CONTRACTOR submits to the CDSS Foster Care
9 Rates Bureau and/or CCLD, subsequent to the execution of this Agreement. The
10 provisions of the revised Program Statement shall supersede the provisions
11 contained in the previous Program Statement submitted to ADMINISTRATOR to the
12 extent that they conflict.

13 3.2 CONTRACTOR agrees to provide ADMINISTRATOR with additional copies
14 of the Program Statement upon request of ADMINISTRATOR or whenever there are
15 changes or modifications to program activities.

16 4. GOALS

17 _____
18 _____
19 _____
20 _____.

21 5. SERVICES TO BE PROVIDED

22 5.1 CONTRACTOR shall:

23 5.1.1 Nurture, care for, treat, and train each ~~child~~ Foster
24 Youth/NMD to meet his/her individual needs and daily living skills, to
25 include, but not be limited to, cleaning, cooking, laundry and budgeting.

26 5.1.2 Follow admission requirements related to medical
27 screening, physical/~~dental~~ examination, medical testing, and immunization as
28 prescribed by COUNTY. CONTRACTOR shall take ~~child's~~ Foster Youth's/NMD's

1 Encounter Form and HEP to all medical and dental appointments

2 5.1.3 Adhere to COUNTY ~~policy~~ policies CFS program provides
3 contractor with County policies regarding psychotropic medication and
4 "reporting responsibilities." Obtain court consent for psychotropic
5 medications in a form approved by ADMINISTRATOR.

6 5.1.4 Develop an understanding of the responsibilities,
7 objectives, and requirements of COUNTY in regard to the care of ~~children~~
8 Foster Youth/NMD and work with COUNTY in planning for ~~children~~ Foster
9 Youth/NMD.

10 5.1.5 Participate in and support efforts to reestablish
11 relationships between ~~child~~ Foster Youth/NMD and his/her relatives, family
12 members, or other individuals who are important to the ~~child~~ Foster Youth/NMD,
13 as approved by ~~child's~~ Foster Youth's/NMD's Social Worker/Probation Officer.

14 5.1.6 Develop, maintain, and implement written discipline
15 policies and procedures in accordance with Title 22 CCR and to the
16 satisfaction of the CCLD.

17 5.1.7 Work toward termination of placement on a planned basis as
18 indicated in the Foster Youth's/NMD's permanency plan with maximum involvement
19 of ~~child~~ Foster Youth/NMD, parents, any other person(s) deemed appropriate,
20 and ~~child's~~ Foster Youth's/NMD's Social Worker/Probation Officer.

21 5.1.8 Conduct a ~~staff~~ Treatment Team and family (as appropriate)
22 conference concerning the status of each ~~child~~ Foster Youth/NMD at least
23 quarterly.

24 5.1.9 Assure that ~~child's~~ Foster Youth's/NMD's personal rights
25 as set forth in Title 22 CCR Section 84072, are observed and protected.
26 CONTRACTOR shall provide a copy of the Personal Rights to the ~~child~~ Foster
27 Youth/NMD and their authorized representatives at the time of admission.

28 5.1.10 Assure services are provided in accordance with

1 “Reasonable and prudent parent” or “reasonable and prudent parent standard,”
2 referring to the standard characterized by careful and sensible parental
3 decisions that maintain the ~~child’s~~ Foster Youth’s/NMD health, safety, and
4 best interest, and provides for normalcy as defined in WIC Section 362.04.

5 5.1.11 Respect the cultural diversity of the ~~children~~ Foster
6 Youth/NMD served, their parents and any other person(s) important to the ~~child~~
7 Foster Youth/NMD, and provide culturally responsive ~~competent~~ child care
8 workers and other direct service employees, as described in Subparagraph 4.9
9 of this Agreement.

10 5.1.12 Participate in any TDM, defined in Subparagraph 4.30 of
11 this Agreement, prior to or as a result of a ~~child’s~~ Foster Youth’s/NMD’s
12 removal.

13 5.2 CONTRACTOR agrees to provide multi-lingual ~~direct service staff,~~
14 ~~and other professionals and services as required to~~ that meet the needs of
15 ~~children~~ Foster Youth/NMD’s and families served.

16 5.3 CONTRACTOR agrees to post safety notices and other literature
17 provided to CONTRACTOR by ADMINISTRATOR, in the manner prescribed. Such
18 literature may be in the form of, but not limited to, placards, posters,
19 checklists, instructions, diagrams, charts, or illustrations.

20 5.4 Family/~~Child’s~~ Foster Youth’s/NMD Important Person Relationships:

21 CONTRACTOR shall work collaboratively with COUNTY to encourage a
22 ~~child’s~~ Foster Youth’s/NMD’s relationship with family members ~~and/or~~ other
23 individuals who are important to a ~~child~~ Foster Youth/NMD, with the knowledge
24 and concurrence of the assigned Social Worker/Probation Officer as indicated
25 in the youth’s permanency plan.

26 5.5 Education Requirements:

27 CONTRACTOR shall:

28 5.5.1 Enroll ~~child~~ Foster Youth in the local school or private

1 program (the latter only if funding is provided by COUNTY or other third party
2 payer) within three (3) school days of placement. CONTRACTOR shall notify
3 ADMINISTRATOR within three (3) business days of any obstacles to ~~child's~~
4 Foster Youth's enrollment.

5 5.5.2 Allow the ~~child~~ Foster Youth/NMD to continue his or her
6 education in the school of origin for the duration of the school year if
7 remaining in that school is in the ~~child's~~ Foster Youth's/NMD's best interest
8 in accordance with Education Code 48853.5(d)(1) regarding school of origin,
9 and provide transportation.

10 5.5.3 Cooperate with the Special Education Local Plan Area
11 (SELPA) for any needed assessment and follow-up for special education services
12 through the development and implementation of an Individual Education Plan
13 (IEP) and surrogate parent appointment, as appropriate.

14 5.5.4 Monitor the ~~child's~~ Foster Youth's/NMD's attendance and
15 performance in school and credits earned, and assess progress to determine
16 areas in which improvement is needed. CONTRACTOR shall make monthly requests
17 for feedback from teachers regarding ~~child's~~ Foster Youth's/NMD's academic and
18 social performance and document date of contact, contact person, and feedback
19 provided.

20 5.5.5 Report in writing to ADMINISTRATOR any unauthorized school
21 absences. An unauthorized absence is as identified in Subparagraph 11.7,
22 below.

23 5.5.6 Provide tutoring and school homework supervision, as
24 needed.

25 5.5.7 Meet Title 22 CCR requirements for School Report Cards and
26 School Information.

27 5.6 Emancipation Services Program (ESP) Participation Transitional
28 Planning Services Program (TPSP)

1 CONTRACTOR shall:

2 5.6.1 Work collaboratively with COUNTY's staff and COUNTY's
3 contracted ~~ESP~~ TPSP service providers in meeting the service goals set forth
4 in the ~~child's~~ Foster Youth's/NMD's Transitional Independent Living Plan.
5 ~~CONTRACTOR shall be required to participate in ESP TPSP irrespective of any~~
6 ~~ILP independent living program separately developed and in use by CONTRACTOR.~~

7 5.6.1.1 ~~Children~~ Foster Youth/NMD placed in group homes
8 outside of Orange County may participate in that community's local TPSP
9 ~~ESP/ILP~~, where available.

10 5.6.2 Assist ~~children~~ Foster Youth/NMD to make a successful
11 transition to independent living by assisting them to participate in TPSP ~~ESP~~
12 including, but not limited to:

13 5.6.2.1 Workshops - offering services in such areas as
14 education, career, relationships and daily living;

15 5.6.2.2 Special Events - including, but not limited to,
16 Independent City, ~~ILP~~ Graduation, Career Fair, and College Tours;

17 5.6.2.3 Specialized Services for Disabled Children -
18 including, but not limited to, outreach, follow-up training and individual
19 services;

20 5.6.2.4 Mentor Programs; and

21 5.6.2.5 Job Placement Services.

22 5.6.3 Provide transportation of ~~children~~ Foster Youth/NMD for
23 TPSP ~~ESP~~ to and from all TPSP~~ESP~~-related activities as required by
24 ADMINISTRATOR including supervision for three (3) or more ~~children~~ Foster
25 Youth/NMD attending the same activity.

26 5.6.4 Send its staff to COUNTY's TPSP ~~ESP~~ training for
27 caregivers and other TPSP ~~ESP~~ related training, as required by ADMINISTRATOR.

28 5.6.5 Prepare and submit to ADMINISTRATOR a ~~child~~ Foster

1 Youth/NMD specific summary of all the child's Foster Youth's/NMD's
2 participation, activities and contacts with TPSP ESP and other ILP independent
3 living programs, including any programs offered by CONTRACTOR. CONTRACTOR
4 shall also maintain this summary in child's Foster Youth's/NMD case file.

5 5.7 Basic Needs:

6 5.7.1 Clothing:

7 CONTRACTOR shall:

8 5.7.1.1 Maintain receipts and records for any clothing
9 allowances received from COUNTY for child in accordance with Subparagraph 19.3
10 of this Agreement.

11 5.7.1.2 Designate an adequate amount of money, no less
12 than seventy-five (\$75.00) per Foster Youth/NMD, each month to be used to
13 purchase new clothing necessary to meet the child's Foster Youth's/NMD's basic
14 needs in a manner appropriate to his/her social environment.

15 5.7.1.3 Document all clothing purchases in child's
16 Foster Youth's/NMD's record, including receipts.

17 5.7.1.4 Inventory child's Foster Youth's/NMD's clothing
18 and personal property at the time of placement and termination of placement,
19 and at the time of the annual clothing allowance.

20 5.7.1.5 All children Foster Youth/NMD shall take their
21 clothing, cash resources, personal property and valuables with them when
22 placement is terminated. If Foster Youth/NMD is unable to take these items at
23 termination, clothing and personal property shall immediately be stored
24 separately and securely for each individual child Foster Youth/NMD by
25 CONTRACTOR for a maximum period of thirty (30) days, after which it shall be
26 delivered to the child's Foster Youth's/NMD's Social Worker/Probation Officer.
27 At termination of placement, CONTRACTOR shall provide an appropriate method of
28 transport for clothing and personal property, such as use luggage or canvas-

1 type duffel bags (not use trash or paper/plastic bags).for clothing and
2 personal property at termination of placement.

3 5.7.2 Personal Needs:

4 CONTRACTOR shall:

5 5.7.2.1 Furnish personal care items, including but not
6 limited to, toothpaste, toothbrush, soap, hair care items, and hygiene
7 supplies that are culturally responsive appropriate.

8 5.7.2.2 Furnish a separate and secure storage area for
9 personal items for each child Foster Youth/NMD.

10 5.7.2.3 Furnish clean fresh towels, mattress pads,
11 pillows, sheets, and blankets in sufficient number to assure cleanliness and
12 warmth.

13 5.7.3 Food:

14 Children Foster Youth/NMD shall receive an adequate and
15 balanced diet as required by Title 22 CCR guidelines. In addition, CONTRACTOR
16 shall ~~maintain emergency supplies of staple nonperishable foods for one (1)
17 week, fresh perishable foods for a minimum of two (2) days, and a minimum of
18 one (1) gallon of water per child per day for a minimum of five (5) days on
19 the premises.~~ maintain the following minimum emergency supplies per child
20 Foster Youth/NMD on the premises:

21 5.7.3.1 One (1) week supply of staple nonperishable
22 foods;

23 5.7.3.2 Two (2) day supply of fresh perishable foods;

24 and

25 5.7.3.3 A minimum five (5) day supply of at least one
26 (1) gallon of water per child. Foster Youth/NMD.

27 5.7.4 Chores:

28 5.7.4.1 CONTRACTOR shall specify and post reasonable

1 chores which children Foster Youth/NMD will be required to do as part of their
2 regular routine. Any and all other chores are to be voluntary.

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

7 5.7.4.3 Children Foster Youth/NMD shall be supervised by
8 CONTRACTOR while they are engaged in any assigned chores.

9 5.7.5 Minimum Allowances:

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

Age	Weekly Allowance Rate
5 years	\$2.50 5.00
6 years	\$3.00 6.00
7 years	\$3.50 7.00
8 years	\$4.00 8.00
9 years	\$4.50 9.00
10 years	\$5.00 10.00
11 years	\$5.50 11.00
12 years	\$6.00 12.00
13 years	\$6.50 13.00
14 years	\$7.00 14.00
15 years	\$7.50 15.00
16 years	\$8.00 16.00
17 years	\$8.50 17.00
18 years	\$18.00
19+ years	\$19.00

24
25 5.7.6 Safeguards for Cash Resources, Personal Property and
26 Valuables:

27 5.7.6.1 In accordance with Title 22 CCR Section 80026,
28 CONTRACTOR shall assist each child Foster Youth/NMD in keeping cash resources,

1 personal property, and valuables separate and intact. CONTRACTOR shall
2 maintain accurate records of such resources.

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

9 6. FACILITIES

10 6.1 CONTRACTOR shall provide facilities with a capacity for providing
11 residential services to ~~children~~ Foster Youth/NMDs and accommodations
12 for staff, in accordance with CCL requirements.

13 6.2 Such facilities will be provided at the following location(s):

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 6.3 CONTRACTOR shall maintain its facility in a manner that will
18 ensure the well-being, protection, health, safety, and comfort of each ~~child~~
19 Foster Youth/NMD. Each ~~child~~ Foster Youth/NMD shall be afforded a reasonable
20 degree of privacy.

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

27 7. TREATMENT PROGRAM

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4 Minimum standard: weekly individual and group therapy for all Foster
5 Youth/NMDs and regular family therapy as indicated by Social Worker/Probation
6 Officer.

7 8. OTHER CONTRACTOR RESPONSIBILITIES

8 8.1 Transportation:

9 CONTRACTOR shall supply transportation for children Foster
10 Youth/NMD as required by ADMINISTRATOR.

11 8.2 Volunteers:

12 8.2.1 CONTRACTOR shall submit a written plan specifying how
13 volunteers will be supervised and utilized by CONTRACTOR. ~~CONTRACTOR shall~~
14 ~~submit this plan no later than _____, and shall make all changes to~~
15 ~~the plan as requested by ADMINISTRATOR.~~ The plan shall be included in the
16 Program Statement and include the following.

17 8.2.1.1 The type and degree of supervision provided; and

18 8.2.1.2 A description of the duties to be performed by
19 volunteers.

20 8.3 Visitors:

21 8.3.1 CONTRACTOR shall establish a set of rules regarding
22 visitation hours, sign-in/sign-out, and visiting rooms. Such rules shall
23 apply to all visitors.

24 8.3.2 Upon entering the group home, all visitors shall be
25 required to sign in on the Visitors Log Book. Group home staff shall request
26 a California Driver's License or other form of government issued picture
27 identification and shall record the name, address, and driver's license
28 number, or identification number, if available, of each visitor as well as the

1 visitor's relationship to the resident, if any, the stated purpose of the
2 visit, and the time of the visitor's entry and departure. Unaccompanied
3 visiting minors shall be supervised by CONTRACTOR staff.

4 8.3.3 Visitors who are not required to go further into the
5 residents' quarters, such as repairmen, shall be restricted to a controlled,
6 designated area, and shall be supervised by CONTRACTOR's staff.

7 8.3.4 All visitors entering into any area of the group home
8 where residents are or may be present, shall be accompanied by CONTRACTOR's
9 staff at all times, except as described below in Subparagraph 8.3.5.

10 8.3.5 Parents, relatives, or ~~child's~~ Foster Youth's/NMD's
11 important persons of group home residents, who have been approved by the
12 assigned Social Worker/Probation Officer for non-monitored visitation, shall
13 be accompanied by CONTRACTOR's staff to and from a private designated location
14 in the group home where the visit will take place. In these instances,
15 CONTRACTOR's staff need not be present during the entire visit.

16 8.4 Drug Testing:

17 It is mutually understood that CONTRACTOR shall not perform drug
18 testing of ~~children~~ Foster Youth/NMD placed in CONTRACTOR's facility by COUNTY
19 in the absence of Juvenile Court authorization, or parental consent for
20 medical diagnosis and treatment purposes. CONTRACTOR shall contact the
21 ~~child's~~ Foster Youth's/NMD's Social Worker and/or Probation Officer if drug
22 testing of a ~~child~~ Foster Youth/NMD is deemed by the Juvenile Court to be
23 necessary.

24 8.5 Removal or Transfer of Foster Youth/NMD Children:

25 Notwithstanding any other provision of this Agreement and in
26 accordance with Title 22 CCR Sections 84061(b) and 16501, COUNTY may, in its
27 sole discretion, remove, with or without stating cause, any or all ~~children~~
28 Foster Youth/NMD placed with CONTRACTOR at any time.

1 8.6 Prison Rape Elimination Act of 2003(PREA)

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

12 9. RECORDS

13 9.1 Child Foster Youth/NMD Records:

14 9.1.1 CONTRACTOR shall prepare and maintain accurate and
15 complete records on each child Foster Youth/NMD served under the terms of this
16 Agreement in a form acceptable to ADMINISTRATOR. In addition to the records
17 required to be maintained by Title 22 CCR, CONTRACTOR shall also maintain the
18 following information in the child's Foster Youth's/NMD's files:

19 9.1.1.1 Information regarding the child's Foster
20 Youth's/NMD's participation in ~~ESP-TPSP~~, as applicable;

21 9.1.1.2 Statement of behaviors with potential risk
22 and/or safety concerns;

23 9.1.1.3 Child's Foster Youth's/NMD's financial
24 information, including ~~revenues and~~ disbursements for clothing and material
25 ~~provided by COUNTY and signed for by child Foster Youth/NMD~~, and allowances
26 received by and signed for by child Foster Youth/NMD;

27 9.1.1.4 Diagnostic studies;

28 9.1.1.5 Reports on interviews with child Foster

1 Youth/NMD;

2 9.1.1.6 Special Incident Report (SIR);

3 9.1.1.7 Written quarterly evaluations;

4 9.1.1.8 Clinical notes on services provided by treatment
5 professionals;

6 9.1.1.9 ~~Medical/dental records of visits;~~ Records of
7 ~~medical/dental visits and~~ treatment, including a copy of Child Health and
8 Disability Prevention (CHDP) physical or its equivalent that is less than one
9 (1) year old;

10 9.1.1.10 Psychotropic medication orders; and

11 9.1.1.11 Monthly feedback from the ~~child's~~ Foster Youth's
12 /NMD's School regarding academic and social performance.

13 9.2 COUNTY Records:

14 9.2.1 Upon rejection of a referral, CONTRACTOR shall immediately
15 return all documents furnished by COUNTY to ~~child's~~ Foster Youth's/NMD's
16 Social Worker/Probation Officer.

17 9.2.2 Upon termination of ~~child's~~ Foster Youth's/NMD's
18 placement, CONTRACTOR shall return all original Juvenile Court records
19 furnished by COUNTY to ~~child's~~ Foster Youth's/NMD Social Worker/Probation
20 Officer, upon request, within thirty (30) calendar days after ~~child's~~ Foster
21 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 of children Foster
3 Youth/NMD to telephone calls when such are openly displayed;

4 9.3.1.6 Furloughs or other off-grounds trips by children
5 Foster Youth/NMD; and

6 9.3.1.7 Staff on duty, including date and time staff
7 enters and leaves facility.

8 9.3.2 At the beginning of each working shift, CONTRACTOR's staff
9 shall individually review and initial all House Log Book entries made
10 subsequent to their last working shift.

11 9.4 Visitors Log Book:

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

16 10. COUNTY RESPONSIBILITIES

17 COUNTY shall:

18 10.1 Provide CONTRACTOR with a written assessment of the unmet needs
19 and/or problems of the individual child Foster Youth/NMD, which are related to
20 his/her social, emotional, intellectual or physical adjustment and
21 development, as they will affect the care and services to the individual child
22 Foster Youth/NMD in the facility. This assessment shall generally include a
23 social work assessment, medical reports, educational assessment and
24 psychological/psychiatric evaluations, and meet CDSS requirements.

25 10.2 ~~Work~~ Collaborate with CONTRACTOR toward development of a treatment
26 plan.

27 10.3 ~~Work~~ Collaborate with CONTRACTOR toward a positive stepping down
28 placement into a family setting in accordance with protocols established by

1 COUNTY.

2 10.4 Assist in development and maintenance of each ~~child's~~ Foster
3 Youth's/NMD'S relationships with parents, other family members, and important
4 persons in future permanency planning for each ~~child~~ Foster Youth/NMD and
5 attend youth's progress meetings and youth and family conferences

6 10.5 Contact each ~~child~~ Foster Youth/NMD at least once a month unless
7 the case plan indicates a need for less frequent contact. CONTRACTOR shall be
8 informed concerning the planned frequency of such contacts.

9 10.6 Inform CONTRACTOR of any dangerous propensities of any ~~child~~
10 Foster Youth/NMD COUNTY places with CONTRACTOR including past behavioral and
11 mental health history.

12 10.7 Inform CONTRACTOR of procedures to fund medical care.

13 10.8 Provide authorization for medical treatment.

14 10.9 Provide ~~child's~~ Foster Youth's/NMD HEP at the time of ~~child's~~
15 Foster Youth's/NMD's placement and regularly thereafter.

16 10.10 Provide consent for current court-approved psychotropic
17 medication; and provide a copy of the COUNTY policy for administration of
18 psychotropic medications.

19 ~~10.11 Provide a clothing allowance as permitted to meet initial~~
20 ~~clothing needs. The clothing allowance shall be used to purchase new~~
21 ~~clothing, which is appropriate for child's social environment.~~

22 10.12 Obtain, whenever possible, ~~child's~~ Foster Youth's available
23 clothing and deliver it to CONTRACTOR within five (5) business days.

24 10.13 Provide assistance with emergencies. COUNTY will be responsive to
25 CONTRACTOR's request for a timely meeting to discuss a ~~child's~~ Foster
26 Youth's/NMD's behavioral issues, program noncompliance and strategies to
27 maintain placement. Emergency after hours telephone numbers are:

28 Social Services/~~Orangewood Children and Family Center~~ Children's Home:

(714) 935-7080

Probation Department/Juvenile Hall:

(714) 935-6660

11. REPORTS

11.1 Needs and Services Plan:

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

11.1.1.1 Review of the HEP;

11.1.1.2 Placement information;

11.1.1.3 Service needs of the ~~child~~ Foster Youth/NMD family structure and permanency plan; and

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

11.1.2 The Needs and Services Plan shall be reviewed, updated and submitted quarterly, unless otherwise specified. The quarterly review may be conducted at CONTRACTOR's facility with ~~child's~~ Foster Youth's/NMD's Social

1 Worker/Probation Officer and CONTRACTOR.

2 11.2 Diagnostic Summary:

3 11.2.1 The diagnostic summary shall be submitted by CONTRACTOR
4 within thirty (30) calendar days of placement and shall include, but not be
5 limited to:

6 11.2.1.1 Identification of ~~child's~~ Foster Youth's/NMD's
7 strengths;

8 11.2.1.2 Medical and dental needs;

9 11.2.1.3 Psychological/psychiatric evaluations obtained;

10 11.2.1.4 Staffing review summaries;

11 11.2.1.5 Educational assessment;

12 11.2.1.6 Peer adjustment;

13 11.2.1.7 Relationship to staff;

14 11.2.1.8 Involvement in recreation program;

15 11.2.1.9 Behavioral problems;

16 11.2.1.10 Involvement/relationship with parents,
17 relatives, and important persons: and

18 11.2.1.11 Reunification plans.

19 11.3 Quarterly Evaluation of Children-Foster Youth/NMD:

20 11.3.1 CONTRACTOR shall submit ongoing written evaluations on
21 each ~~child~~ Foster Youth/NMD to ~~child's~~ Foster Youth's/NMD's Social
22 Worker/Probation Officer on a quarterly basis, to be submitted within seven
23 (7) calendar days following the quarterly reporting period. These evaluations
24 shall include, but ~~are~~ not be limited to:

25 11.3.1.1 Progress toward accomplishing long-range
26 goal(s), short-term objectives, tasks, and placement in a family setting.

27 11.3.1.2 Identification of ~~child's~~ Foster Youth's/NMD's
28 unmet needs, assessment of unmet needs, and efforts made to meet these needs.

1 11.3.1.3 Recommendations to meet identified ~~for any unmet~~
2 needs, i.e. nontraditional services.

3 11.3.1.4 Reassessment of ~~child's~~ Foster Youth's/NMD's
4 adjustment to CONTRACTOR's facility, program, peers, school and staff.

5 11.3.1.5 Current status of ~~child's~~ Foster Youth's/NMD's
6 physical and psychological health. A report of medical care received and
7 medication given.

8 11.3.1.6 Modification of the treatment plan, and as
9 necessary, the tasks to be performed and changes in the anticipated length of
10 placement. Family problems, which appear to prevent the return of ~~child~~
11 Foster Youth/NMD shall be fully described.

12 11.3.1.7 A record of any serious behavioral problems and
13 how these problems were treated as well as the ~~child~~ Foster Youth/NMD
14 responses.

15 11.3.1.8 A record of parental contacts, conferences and
16 visits, contacts with relatives, friends, and significant others, so far as
17 they are made known, and any significant reaction thereto openly displayed by
18 ~~child~~ Foster Youth/NMD.

19 11.3.1.9 The ~~number and~~ dates of contacts with ~~child's~~
20 Foster Youth's/NMD's Social Worker/Probation Officer during the quarter. This
21 part of the report shall include the number of visits to ~~child~~ Foster
22 Youth/NMD as well as phone calls.

23 11.3.1.10 The ~~number and~~ dates of contacts with
24 psychiatrist(s), psychologist(s), Licensed Clinical Social Worker(s), and/or
25 Marriage and Family Therapist(s) during the quarter.

26 11.3.2 CONTRACTOR shall also make available to ~~child's~~ Foster
27 Youth's/NMD's Social Worker/Probation Officer copies of any pertinent
28 information such as school reports, medical reports, and

1 psychological/psychiatric reports as completed.

2 11.4 Semiannual Performance Outcomes Report:

3 11.4.1 CONTRACTOR shall submit to the Program Manager of
4 ~~Permanency Services Program (PSP) Multi-treatment Transition Services (MTS)~~ on
5 a semiannual basis, a performance outcomes report, in a format approved by
6 ADMINISTRATOR. Performance ~~outcomes~~ goals shall be as determined by
7 ADMINISTRATOR. The first semiannual performance ~~outcomes~~ report is due
8 ~~_____~~. Subsequent reports shall be submitted by the tenth (10th)
9 day of the month following each six (6) month reporting period.

10 11.4.2 CONTRACTOR shall submit a similar report on ~~children~~
11 ~~Foster Youth/NMD~~ referred by the Orange County Probation Department to their
12 Administrative Placement Monitoring and Investigations Unit Supervisor.
13 Reporting criteria shall be developed by the Probation Department.

14 11.5 ~~Group Home/Foster Family Agency Court Report:~~

15 11.5.1 ~~CONTRACTOR shall complete the Group Home/Foster Family~~
16 ~~Agency Court Report. The court report form is mailed to CONTRACTOR with the~~
17 ~~Notice of Hearing and Summary of Recommendation for Disposition form.~~
18 ~~Instructions for completion of the court report are included on the form.~~

19 11.5.2 ~~CONTRACTOR shall mail the completed court report directly~~
20 ~~to the Juvenile Court.~~

21 11.5.3 ~~CONTRACTOR shall mail a copy of the court report in the~~
22 ~~enclosed postage paid self-addressed envelope to the Social Worker or~~
23 ~~Probation Officer.~~

24 11.6 Termination Summary:

25 CONTRACTOR shall deliver to ~~child's~~ ~~Foster Youth's/NMD's~~ Social
26 Worker/Probation Officer within seven (7) calendar days of termination of
27 ~~child's~~ ~~Foster Youth's/NMD~~ placement, a closing summary of all issues
28 regularly reported in the quarterly evaluation, including records relating to

1 the treatment of the child Foster Youth/NMD's, any monies (i.e., savings) owed
2 to child Foster Youth/NMD, and an inventory of child's Foster Youth's/NMD's
3 personal belongings and clothing.

4 11.7 Absence:

5 11.7.1 An authorized absence is one which child's Foster
6 Youth's/NMD's Social Worker/Probation Officer and CONTRACTOR have mutually
7 agreed.

8 11.7.2 In the case of any other absence, CONTRACTOR shall
9 immediately telephone child's Foster Youth's/NMD Social Worker/Probation
10 Officer, MTS PSP, the local law enforcement agency, CCLD, and child's Foster
11 Youth's/NMD's parents/guardians. Written notification from CONTRACTOR shall
12 be received within twenty-four (24) hours of the absence thereafter by child's
13 Foster Youth's/NMD Social Worker/Probation Officer. A copy of this written
14 report is to also be submitted to the SSA Group Home Liaison and Probation
15 Department's Group Home Monitor.

16 11.7.2.1 If child Foster Youth/NMD returns voluntarily,
17 CONTRACTOR shall immediately notify the child's Foster Youth's/NMD's Social
18 Worker/Probation Officer, MTS PSP, the local law enforcement agency, CCLD, and
19 child's Foster Youth's/NMD's parents/guardians.

20 11.7.2.2 Following the child's Foster Youth's/NMD's
21 return, CONTRACTOR shall provide an evaluation for child Foster Youth/NMD
22 emphasizing the significance of their absence and appropriate follow-up
23 intervention. All discussion resulting from the evaluation shall be
24 documented in child's Foster Youth's/NMD's record and information provided to
25 the Foster Youth's/NMD's Social Worker/Probation Officer.

26 11.7.3 CONTRACTOR shall maintain records of authorized and
27 unauthorized absences in child's Foster Youth's/NMD's record.

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1 12. SPECIAL OR UNPLANNED INCIDENTS

2 12.1 Serious Illness, Accident/Injury or Death

3 CONTRACTOR shall immediately telephone Social Worker/Probation
4 Officer upon becoming aware of any serious illness, accident/injury or death
5 of a Foster Youth/NMD in CONTRACTOR's care. If Social Worker is unavailable,
6 CONTRACTOR shall notify Orangewood Children and Family Center (OCFC) Intake
7 Services at (714) 935-7080. CONTRACTOR shall follow the verbal report with
8 the submission of an electronic Special Incident Report (SIR), via the online
9 Foster Youth Information System (FYI System), within one (1) business day of
10 such serious illness, accident/injury or death occurs. In the event the FYI
11 system is not available, CONTRACTOR shall submit the SIR via facsimile within
12 one (1) business day of the incident to avoid delinquency. Standard protocol
13 shall resume once the FYI system becomes available. CONTRACTOR shall provide
14 Probation Officer a written report or via electronic/facsimile for incidents
15 involving placements for Probation Department. The verbal and
16 electronic/facsimile reports shall include, but not be limited to:

17 12.1.1 Name of the Foster Youth/NMD;

18 12.1.2 Date of serious illness, accident/injury or death;

19 12.1.3 Nature of the illness/injury or the circumstances of the
20 death;

21 12.1.4 Name or names of CONTRACTOR's officers, employees or
22 agents with knowledge of the event;

23 12.1.5 Name of the attending physician;

24 12.1.6 Name of the hospital;

25 12.1.7 When applicable, the police report number, name of the
26 police agency handling the incident, date of the police report, and a summary
27 of the circumstances.

28 12.2 Other Special Incidents:

1 12.2.1 CONTRACTOR shall immediately telephone child's Foster
2 Youth's/NMD's Social Worker/Probation Officer and MTS PSP Program Manager, or
3 designee, if any of the following occurs:

4 12.2.1.1 Assault;

5 12.2.1.2 Medication errors;

6 12.2.1.3 Child-Foster Youth/NMD refused

7 12.2.1.4 Misadministered

8 12.2.1.5 Missed

9 12.2.1.6 Accident/Minor injury;

10 12.2.1.7 Self injury;

11 12.2.1.8 Sexual activity;

12 12.2.1.9 Suspension from school;

13 12.2.1.10 Unauthorized school absences;

14 12.2.1.11 Absence without leave;

15 12.2.1.12 Contraband of illegal substance and/or weapons;

16 12.2.1.13 Law enforcement intervention and/or arrest;

17 12.2.1.14 Property damage and or vandalism;

18 12.2.1.15 Personal rights complaint; and

19 12.2.1.16 Any behavior or activities by any volunteer or
20 staff while on duty which substantially disrupts activities within
21 CONTRACTOR's facility and jeopardizes the status, safety, or health of a child
22 placed by COUNTY.

23 12.2.2 This verbal report shall be followed by the submission of
24 a SIR form approved by ADMINISTRATOR, to child's Foster Youth's/NMD's Social
25 Worker/Probation Officer and MTS PSP Program Manager, or designee, and Group
26 Home Liaison/Probation Monitor within three (3) calendar days of the incident
27 via the SIR Fax Line at (714) 940-3961 (CFS) and (714) 935-7725 (Probation
28 Department).

1 12.2.3 ADMINISTRATOR may, in his/her sole discretion, add,
2 delete, waive or otherwise modify individual reporting requirements as stated
3 in this Paragraph.

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