

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

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF GROUP HOME SERVICES
RCL _____

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

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

TABLE OF CONTENTS

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

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

8. OTHER CONTRACTOR RESPONSIBILITIES..... 10
9. RECORDS..... 12
10. COUNTY RESPONSIBILITIES..... 14
11. REPORTS..... 16
12. SPECIAL OR UNPLANNED INCIDENTS..... 20

1 1. TERM

2 The term of this Agreement shall commence on __ __, 20__, and
3 terminate on June 30, 2016, unless earlier terminated pursuant to the
4 provisions of Paragraph 40 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting and accounting.

8 2. ALTERATION OF TERMS

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

16 3. STATUS OF CONTRACTOR

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

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

28 ///

1 4. DEFINITIONS

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

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

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

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

18 4.5 CFS: Children and Family Services Division, of the Social
19 Services Agency.

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

28 ///

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

4 4.8 Extended Foster Care: Period of time NMDs, defined in
5 Subparagraph 4.16 below, are eligible to receive support services pursuant to
6 AB 12.

7 4.9 Foster Care Eligibility Team: SSA staff responsible for the
8 issuing and handling of all payments to CONTRACTOR.

9 4.10 Foster Youth: An individual between the ages of birth (0) to
10 eighteen (18) years, referred for foster care services by ADMINISTRATOR to
11 CONTRACTOR.

12 4.11 Health and Education Passport (HEP): The document that provides
13 historical and current medical, dental, mental health and educational
14 information as it pertains to a Foster Youth or NMD.

15 4.12 Health and Education Passport (HEP) Encounter Form: The form to
16 record the Youth/NMD's medical/dental exam information for the Health Passport
17 Update report.

18 4.13 Important Persons: Individuals identified by the Foster Youth/NMD
19 placed in a group home, age ten (10) years or older, as defined in WIC Section
20 366.3(e)2, that are important to the Foster Youth/NMD consistent with his/her
21 best interest.

22 4.14 Individual Education Plan (IEP): An assessment procedure
23 requested by parents, guardians, school staff, and/or other involved parties,
24 determine a youth's educational needs.

25 4.15 Needs and Services Plan: The written plan required by Title 22 of
26 the California Code of Regulations, Sections 84068.2 and 84268.2.

27 4.16 Non Minor Dependent (NMD): Pursuant to California Welfare and
28 Institutions Code (WIC) Section 11400(v), a Foster Youth who has attained the

1 age of eighteen (18) years while in foster care and is younger than nineteen
2 (19) years on January 1, 2012; younger than twenty (20) years as of January 1,
3 2013; or younger than twenty-one (21) years as of January 1, 2014. The NMD
4 must meet at least one of the AB 12 participation requirements and must
5 participate in a Transitional Independent Living Plan under the supervision of
6 ADMINISTRATOR.

7 4.17 Notice of Hearing: Notification by certified mail of a Foster
8 Youth's/NMD's dependency status review hearing. Included with the Notice of
9 Hearing is the Summary of Recommendation for Disposition form, which is
10 required to be provided to the party having physical custody of the Foster
11 Youth/NMD, if the Foster Youth/NMD is not residing with his/her parents.

12 4.18 Program Statement: The document that is prepared by all Group
13 Homes (GH), as required by State regulation and filed with CCLD, which
14 provides details of the day-to-day operation of the GH, including, but not
15 limited to, staffing, training, therapy, intake criteria, and record-keeping.

16 4.19 Probation Department: The County of Orange Probation Department.

17 4.20 Probation Officer: The Foster Youth's/NMD's assigned Probation
18 Department Case Manager.

19 4.21 Program Manager: SSA management staff responsible for the
20 oversight of group home placements.

21 4.22 Social Worker: SSA employee assigned as the case-carrying social
22 worker responsible for a Foster Youth's/NMD's placement and care.

23 4.23 Special Education Local Planning Area (SELPA): Service area
24 covered by a special education local plan and the governance structure created
25 under any of the planning options of California Education Code Sections 56205,
26 56206, 56208, 56213, 56241, and 56243-56245. SELPAs facilitate educational
27 programs and services for special needs students and training for parents and
28 educators. The SELPA collaborates with county agencies and school districts

1 to develop and maintain healthy and enriching environments in which special
2 needs students and families can live and succeed.

3 4.24 Team Decision Making (TDM): A group process facilitated by CFS to
4 make decisions critical to a Foster Youth's/NMD's well-being, including
5 decisions to separate a Foster Youth/NMD from his/her family, reunify with the
6 family, or to change a placement.

7 4.25 Termination of placement: Severing the admission agreement for an
8 individual Foster Youth/NMD and concluding payment to CONTRACTOR for care of
9 the Foster Youth/NMD. Planned termination of placement means CONTRACTOR,
10 Foster Youth/NMD, and Foster Youth's/NMD's Social Worker/Probation Officer
11 have agreed that the Foster Youth/NMD has met the goals of the program, and
12 have planned the Foster Youth's/NMD's transition home or to another caregiver.
13 Unplanned termination means that the Foster Youth/NMD is ordered removed from
14 the placement by the Juvenile Court, that the Foster Youth/NMD was removed
15 from the placement due to safety concerns, or that CONTRACTOR has requested
16 the Foster Youth's/NMD's removal because the program cannot meet the Foster
17 Youth's/NMD's needs. CONTRACTOR shall provide written notice to COUNTY
18 within seven (7) calendar days prior to termination of placement. A TDM,
19 which CONTRACTOR shall attend, shall be conducted prior to any termination,
20 planned or unplanned.

21 4.26 Title 22: Title 22, Division 6 of the California Code of
22 Regulations (CCR) relating to the licensing of community care facilities,
23 including group homes.

24 4.27 Transitional Independent Living Plan: A plan established by the
25 Social Worker/Probation Officer in collaboration with the Foster Youth/NMD to
26 develop and document meaningful and attainable goals that will support the
27 Foster Youth's/NMD's transition to adulthood; and meet at least one
28 participation requirement for the NMD to remain eligible for Extended Foster

1 Care.

2 4.28 Transitional Planning Services Program (TPSP): A program within
3 the CFS Division of Social Services Agency, which provides independent living
4 skills training resources, supportive services, vocational assessment
5 referrals, and financial resources assistance for employment and education to
6 Orange County's dependent and emancipated youth, ages sixteen (16) through
7 twenty (20).

8 4.29 Treatment Team: Collaborative team consisting of ADMINISTRATOR,
9 CONTRACTOR and Probation staff who confer for decision making purposes.

10 4.30 Visitors: Volunteers, repairmen, family members, friends,
11 consulting staff, outside agency staff, or any other person who is not a
12 resident or staff member of the group home.

13 5. DESCRIPTION OF SERVICES, STAFFING

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

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

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

28 ///

1 6. LICENSES AND STANDARDS

2 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
3 required by the laws of the United States, State of California, County of
4 Orange and all other appropriate governmental agencies, to perform the
5 residential care and treatment services contained in this Agreement, and
6 agrees to maintain these licenses and permits in effect for the duration of
7 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct
8 themselves in compliance with such laws and licensure requirements including,
9 without limitation, compliance with laws applicable to sexual harassment and
10 ethical behavior.

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

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

24 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

25 7.1 Delegation and Assignment:

26 In the performance of this Agreement, CONTRACTOR may neither
27 delegate its duties or obligations nor assign its rights, either in whole or
28 in part, without the prior written consent of COUNTY. Any attempted

1 delegation or assignment without prior written consent shall be void. The
2 transfer of assets in excess of ten (10) percent of the total assets of
3 CONTRACTOR, or any change in the corporate structure, the governing body, or
4 the management of CONTRACTOR, which occurs as a result of such transfer, shall
5 be deemed an assignment of benefits under the terms of this Agreement
6 requiring COUNTY approval.

7 7.2 Subcontracts:

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

15 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

16 8.1 Form of Business Organization:

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

21 8.1.1 The form of CONTRACTOR's business organization, i.e.,
22 proprietorship, partnership, corporation, etc.

23 8.1.2 A detailed statement indicating the relationship of
24 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
25 individual.

26 8.1.3 A detailed statement indicating the relationship of
27 CONTRACTOR to any subsidiary business organization or to any individual who
28 may be providing services, supplies, material or equipment to CONTRACTOR or in

1 any manner does business with CONTRACTOR under this Agreement.

2 8.2 Change in Form of Business Organization:

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

10 9. NON-DISCRIMINATION

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

20 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
21 meets the lawful and applicable requirements of the U.S. Department of Health
22 and Human Services.

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

27 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
28 "Equal Employment Opportunity," as amended by Executive Order 11375 and as

1 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

2 9.5 Non-Discrimination in Employment

3 9.5.1 All solicitations or advertisements for employees placed
4 by or on behalf of CONTRACTOR shall state that all qualified applicants will
5 receive consideration for employment without regard to sex, race, color,
6 ethnicity, national origin, ancestry, religion, age, marital status, medical
7 condition, sexual orientation, sexual preference, physical or mental
8 disability or any other protected group in accordance with the requirements of
9 all applicable Federal or State laws. Notices describing the provisions of
10 the equal opportunity clause shall be posted in a conspicuous place for
11 employees and job applicants.

12 9.5.2 CONTRACTOR shall refer any and all employees desirous of
13 filing a formal discrimination complaint to:

14 California Department of Social Services

15 Public Inquiry and Response Bureau

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

17 Sacramento, CA 94244-2430

18 Telephone: (800) 952-5253

19 (800) 952-8349 (For the hard of hearing)

20 9.6 Non-Discrimination in Service Delivery

21 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
22 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
23 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
24 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
25 the Americans with Disabilities Act of 1990; California Civil Code Section 51
26 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
27 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
28 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,

1 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
2 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
3 Act of 1996; and other applicable Federal and State laws, as well as their
4 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
5 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
6 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
7 now exist or be hereafter amended. CONTRACTOR shall not implement any
8 administrative methods or procedures which would have a discriminatory effect
9 or which would violate the CDSS MPP Division 21, Chapter 21-100. If there are
10 any violations of this paragraph, CDSS shall have the right to invoke fiscal
11 sanctions or other legal remedies in accordance with WIC Section 10605, or CGC
12 Sections 11135-11139.5, or any other laws, or the issue may be referred to the
13 appropriate Federal agency for further compliance action and enforcement of
14 Subparagraph 9.6 et seq.

15 9.6.2 CONTRACTOR shall provide any and all clients desirous of
16 filing a formal complaint any and all information as appropriate:

17 9.6.2.1 Pamphlet: "Your Rights Under California Welfare
18 Programs" (PUB 13)

19 9.6.2.2 Discrimination Complaint Form

20 9.6.2.3 Civil Rights Contacts:

21 County Civil Rights Contact:

22 Orange County Social Services Agency

23 Program Integrity

24 Attn: Civil Rights Coordinator

25 P.O. Box 22001

26 Santa Ana, CA 92702-2001

27 Telephone: (714) 438-8877

28 State Civil Rights Contact:

1 California Department of Social Services
2 Civil Rights Bureau
3 P.O. Box 944243, M.S. 15-70
4 Sacramento, CA 94244-2430

5 Federal Civil Rights Contact:

6 U.S. Department of Health and Human Services
7 Office of Civil Rights
8 50 U.N. Plaza, Room 322
9 San Francisco, CA 94102

10 10. NOTICES

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

13 COUNTY: County of Orange Social Services Agency
14 Contract Services
15 888 N. Main Street
16 Santa Ana, CA 92701

17 AND

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

22 CONTRACTOR: _____

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

1 11. NOTICE OF DELAYS

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

7 12. INDEMNIFICATION

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

21 13. INSURANCE

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

1 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
2 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
3 to the same terms and conditions as set forth herein for CONTRACTOR.

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

11 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
12 the full term of this Agreement, COUNTY may terminate this Agreement.

13 13.5 Qualified Insurer

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

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

26 13.6 The policy or policies of insurance maintained by CONTRACTOR shall
27 provide the minimum limits and coverage as set forth below:

28 ///

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

<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:

13.8.1.1 An Additional Insured endorsement using ISO form

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

4 13.8.1.2 A primary non-contributing endorsement
5 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
6 insurance maintained by the County of Orange shall be excess and non-
7 contributing.

8 13.9 All insurance policies required by this Agreement shall waive all
9 rights of subrogation against the County of Orange and members of the Board of
10 Supervisors, its elected and appointed officials, officers, agents and
11 employees when acting within the scope of their appointment or employment.

12 13.10 The Workers' Compensation policy shall contain a waiver of
13 subrogation endorsement waiving all rights of subrogation against the County
14 of Orange, and members of the Board of Supervisors, its elected and appointed
15 officials, officers, agents and employees.

16 13.11 All insurance policies required by this Agreement shall give the
17 County of Orange thirty (30) days' notice in the event of cancellation and ten
18 (10) days for non-payment of premium. This shall be evidenced by policy
19 provisions or an endorsement separate from the Certificate of Insurance.

20 13.12 If CONTRACTOR's Professional Liability policy is a "claims made"
21 policy, CONTRACTOR shall agree to maintain professional liability coverage for
22 two (2) years following completion of this Agreement.

23 13.13 The Commercial General Liability policy shall contain a
24 severability of interests clause also known as a "separation of insureds"
25 clause (standard in the ISO CG 0001 policy).

26 13.14 Insurance certificates should be mailed to COUNTY at the address
27 indicated in Paragraph 10 of this Agreement.

28 13.15 If CONTRACTOR fails to provide the insurance certificates and

1 endorsements within seven (7) days of notification by CEO/County Procurement
2 Office or ADMINISTRATOR, COUNTY may terminate this Agreement.

3 13.16 COUNTY expressly retains the right to require CONTRACTOR to
4 increase or decrease insurance of any of the above insurance types throughout
5 the term of this Agreement. Any increase or decrease in insurance will be as
6 deemed by County of Orange Risk Manager as appropriate to adequately protect
7 COUNTY.

8 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the
9 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
10 certificates of insurance and endorsements with COUNTY incorporating such
11 changes within thirty (30) days of receipt of such notice, this Agreement may
12 be in breach without further notice to CONTRACTOR, and COUNTY shall be
13 entitled to all legal remedies.

14 13.18 The procuring of such required policy or policies of insurance
15 shall not be construed to limit CONTRACTOR's liability hereunder nor to
16 fulfill the indemnification provisions and requirements of this Agreement, nor
17 act in any way to reduce the policy coverage and limits available from the
18 insurer.

19 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

20 CONTRACTOR shall report to COUNTY:

21 14.1 Any accident or incident relating to services performed under this
22 Agreement which involves injury or property damage which may result in the
23 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
24 shall be made in writing within twenty-four (24) hours of occurrence.

25 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
26 from or related to services performed by CONTRACTOR under this Agreement. Such
27 report shall be submitted to COUNTY within twenty-four (24) hours of
28 occurrence.

1 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
2 property. Such report shall be submitted to COUNTY within twenty-four (24)
3 hours of occurrence.

4 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
5 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
6 under the term of this Agreement. Such report shall be submitted to COUNTY
7 within twenty-four (24) hours of occurrence.

8 15. CONFLICT OF INTEREST

9 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
10 any actions or conditions that could result in a conflict with the best
11 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
12 agents, relatives, subcontractors, and third parties associated with
13 accomplishing the work hereunder.

14 15.2 CONTRACTOR's efforts shall include, but not be limited to,
15 establishing precautions to prevent its employees or agents from making,
16 receiving, providing, or offering gifts, entertainment, payments, loans, or
17 other considerations which could be deemed to appear to influence individuals
18 to act contrary to the best interests of COUNTY.

19 16. ANTI-PROSELYTISM PROVISION

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

24 17. SUPPLANTING GOVERNMENT FUNDS

25 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
26 intended for the purposes of this Agreement with any funds made available
27 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
28 for, or apply sums received from COUNTY with respect to, that portion of its

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

6 18. BREACH SANCTIONS

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

12 18.1 Afford CONTRACTOR a time period within which to cure the breach,
13 which period shall be established at the sole discretion of ADMINISTRATOR;
14 and/or

15 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
16 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
17 later recovery; and/or

18 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
19 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

23 19. PAYMENTS

24 19.1 COUNTY shall pay to CONTRACTOR, monthly in arrears, the rate of
25 reimbursement for the services provided under this Agreement, as established
26 by the State of California, as stated in CDSS Manual of Policies and
27 Procedures, Division 11, Chapter 11-425.1. Payments shall accrue from the date
28 a Foster Youth/NMD is placed and terminate on the date before the Foster

1 Youth/NMD is discharged, removed, runs away, or otherwise leaves CONTRACTOR's
2 facility. No payment shall accrue to CONTRACTOR if the Foster Youth/NMD is
3 placed and removed from CONTRACTOR's facility and placed in another facility
4 on the same day, i.e., the Foster Youth/NMD must spend the night in
5 CONTRACTOR's facility before payment will accrue.

6 19.1.1 It is mutually understood that CDSS determines
7 CONTRACTOR's Rate Classification Level (RCL) and sets a corresponding rate
8 using the standardized schedule of rates specified in WIC Section 11462(f),
9 (g), and (h). CONTRACTOR's RCL is determined using points resulting from the
10 total number of eligible weighted hours per Foster Youth/NMD per month of
11 Child Care Service, Social Work Activities, and Mental Health Treatment
12 Services, divided by ninety (90) percent of CONTRACTOR's licensed capacity.
13 The total number of points determines CONTRACTOR's RCL.

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

19 19.1.3 CONTRACTOR shall submit to CDSS a completed rate
20 application for each program on a biennial basis according to a schedule
21 determined by CDSS, in accordance with Welfare and Institutions Code Section
22 11462 (a) (3) (A)

23 19.2 Upon prior written approval of Foster Youth's/NMD's Social
24 Worker/Probation Officer, COUNTY may continue to pay for residential care for
25 up to fourteen (14) calendar days when a Foster Youth/NMD leaves CONTRACTOR's
26 facility prior to the planned discharge date (e.g., runaway) if CONTRACTOR has
27 agreed to take the Foster Youth/NMD back immediately upon notice during the
28 period of continued payment.

1 20. OVERPAYMENTS/UNDERPAYMENTS:

2 20.1 CONTRACTOR shall provide written notice to CFS Foster Care
3 Eligibility within thirty (30) days of receipt of a payment for an Orange
4 County placement that is inconsistent with the actual period of placement and
5 results in an overpayment or underpayment. The overpayment or underpayment
6 shall be identified by the Foster Youth's/NMD's name, case number, caseload
7 number, and the amount of underpayment and/or overpayment.

8 20.2 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to
9 which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY,
10 in accordance with any applicable regulations and/or policies in effect during
11 the term of this Agreement, or as established by COUNTY procedure. Any
12 overpayments made by COUNTY which result from a payment by any other funding
13 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
14 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
15 thirty (30) days after the date of the final audit findings report and prior
16 to any administrative appeal process. In the event an overpayment owing by
17 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
18 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
19 administrative appeal process.

20 20.3 CONTRACTOR may call the following phone number with
21 overpayment/underpayment questions:

22 Social Services: Foster Care Program Development

23 (714) 704-8866 or 704-8441

24 Probation: Supervisor, Community Resources Unit

25 (714) 569-2150

26 20.4 CONTRACTOR may call the following phone numbers to appeal
27 overpayment/underpayment matters:

28 Social Services: Program Integrity

1 (714) 438-8880 or

2 California Department of Social Services: State Hearing System

3 1(800)952-5253

4 Probation: Supervisor, Community Resources Unit

5 (714) 569-2150

6 20.5 CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to
7 enforce the provisions set forth in this Paragraph.

8 21. OUTSTANDING DEBT

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

12 22. MEDICAL COSTS

13 22.1 It is anticipated that any medical costs for Foster Youth/NMD
14 placed by COUNTY under this Agreement shall be paid by the State Medi-Cal
15 program during such periods as the Foster Youth/NMD is eligible for health
16 care services under that program.

17 22.2 If the Foster Youth/NMD is ineligible for Medi-Cal services,
18 CONTRACTOR shall notify Foster Youth's/NMD's Social Worker/Probation Officer
19 and specify the medical treatment needed and approximate cost. Except in
20 emergencies, authorization by the Foster Youth's/NMD's Social Worker/Probation
21 Officer must be obtained prior to incurring any medical expenses not covered
22 by Medi-Cal. COUNTY may pay for medical services, in accordance with COUNTY
23 procedure, if such services are deemed necessary by COUNTY and Medi-Cal
24 rejects coverage. COUNTY shall reimburse CONTRACTOR for medical expenses paid
25 by CONTRACTOR pursuant to this section based on Medi-Cal rates.

26 22.3 CONTRACTOR shall be responsible for controlling the use of each
27 Foster Youth's/NMD's Medi-Cal proof-of-eligibility card.
28

1 23. RECORDS, INSPECTIONS AND AUDITS

2 23.1 Financial Records:

3 23.1.1 CONTRACTOR shall prepare and maintain accurate and
4 complete financial records. Financial records shall be retained, by
5 CONTRACTOR, for a minimum of five (5) years from the date of final payment
6 under this Agreement or until all pending COUNTY, State and Federal audits are
7 completed, whichever is later.

8 23.1.2 CONTRACTOR shall establish and maintain reasonable
9 accounting, internal control and financial reporting standards in conformity
10 with generally accepted accounting principles established by the American
11 Institute of Certified Public Accountants and to the satisfaction of
12 ADMINISTRATOR.

13 23.2 Client Records:

14 23.2.1 CONTRACTOR shall prepare and maintain accurate and
15 complete records of clients served and dates and type of services provided
16 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

17 23.2.2 All client records related to services provided under the
18 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
19 (5) years from the date of final payment under this Agreement or until all
20 pending COUNTY, State and Federal audits are completed, whichever is later.
21 Notwithstanding anything to the contrary, upon termination of this Agreement,
22 CONTRACTOR shall relinquish control with respect to client records to COUNTY
23 in accordance with Subparagraph 40.2.

24 23.2.3 COUNTY may refuse payment for a claim if client records
25 are determined by COUNTY to be incomplete or inaccurate. In the event client
26 records are determined to be incomplete or inaccurate after payment has been
27 made, COUNTY may treat such payment as an overpayment within the provisions of
28 this Agreement.

1 23.3 Public Records:

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

7 23.4 Inspections and Audits:

8 23.4.1 The U.S. Department of Health and Human Services,
9 Comptroller General of the United States, Director of CDSS, State Auditor-
10 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
11 Department, or any of their authorized representatives, shall have access to
12 any books, documents, papers and records, including medical records, of
13 CONTRACTOR which any of them may determine to be pertinent to this Agreement
14 for the purpose of financial monitoring. Further, all the above mentioned
15 persons have the right at all reasonable times to inspect or otherwise
16 evaluate the work performed or being performed under this Agreement and the
17 premises in which it is being performed.

18 23.4.2 CONTRACTOR shall make available its books and financial
19 records within the borders of Orange County within ten (10) days after receipt
20 of written demand by ADMINISTRATOR.

21 23.4.3 In the event CONTRACTOR does not make available its books
22 and financial records within the borders of Orange County, CONTRACTOR agrees
23 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
24 designee, necessary to obtain CONTRACTOR's books and financial records.

25 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of
26 COUNTY's liability to the State or Federal government or any agency thereof
27 resulting from any disallowances or other audit exceptions to the extent that
28 such liability is attributable to CONTRACTOR's failure to perform under this

1 Agreement.

2 23.5 Evaluation Studies:

3 23.5.1 CONTRACTOR shall participate as requested by COUNTY in
4 research and/or evaluative studies designed to show the effectiveness and/or
5 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
6 project.

7 24. PERSONNEL DISCLOSURE

8 24.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
9 all personnel providing services hereunder, including résumés and job
10 applications. Changes to the list will be immediately provided to
11 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
12 application. The list shall include:

13 24.1.1 Names of all full or part-time personnel by title,
14 including volunteer personnel, whose direct services are required to provide
15 the programs described herein;

16 24.1.2 A brief description of the functions of each position and
17 the hours each person works each week; or for part-time personnel, each day or
18 month, as appropriate;

19 24.1.3 The professional degree, if applicable, and experience
20 required for each position; and

21 24.1.4 The language skill, if applicable, for all personnel.

22 24.2 CONTRACTOR's employment applications shall require applicants to
23 provide detailed information regarding the conviction of a crime by any court,
24 for offenses other than minor traffic offenses. Information not disclosed in
25 the employment application discovered subsequent to the hiring or promotion of
26 any applicant shall be cause for termination of that employee from the
27 performance of services under this Agreement.

28 24.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to

1 the COUNTY, criminal record background checks on all employees and/or
2 volunteers who will provide services under this Agreement. Candidates will
3 satisfy background checks consistent with and comparable to those required for
4 COUNTY employees.

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

16 24.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
17 arrest and/or subsequent conviction, for offenses other than minor traffic
18 offenses, of any paid employee and/or volunteer staff performing services
19 under this Agreement, when such information becomes known to CONTRACTOR.
20 ADMINISTRATOR, in its sole discretion, may determine whether such employee
21 and/or volunteer may continue to provide services under this Agreement and
22 shall provide notice of such determination to CONTRACTOR in writing.
23 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
24 material breach of this Agreement, pursuant to Paragraph 18 above.

25 24.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
26 staff performing work hereunder and any proposed changes in CONTRACTOR's
27 staff, including, but not limited to, CONTRACTOR's lead position.

28 24.7 COUNTY shall have the right, at its sole discretion, to require

1 CONTRACTOR to remove any employee from the performance of services under this
2 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
3 said personnel.

4 24.8 CONTRACTOR shall notify COUNTY immediately when staff is
5 terminated for cause from working on this Agreement.

6 24.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
7 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all
8 work in accordance with the terms and conditions of this Agreement.

9 25. EMPLOYMENT ELIGIBILITY VERIFICATION

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

27 26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

28 In order to comply with child support enforcement requirements of

1 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
2 of the award of this Agreement:

3 (a) in the case of an individual contractor, his/her name, date of
4 birth, Social Security number, and residence address;

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

9 (c) a certification that CONTRACTOR has fully complied with all
10 applicable Federal and State reporting requirements regarding its
11 employees; and

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

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

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

25 27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

26 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
27 ensure that all employees, volunteers, consultants, or agents performing
28 services under this Agreement report child abuse or neglect to one of the

1 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
2 abuse as defined in Section 15610.07 of the WIC to one of the agencies
3 specified in WIC Section 15630. CONTRACTOR shall require such employee,
4 volunteer, consultant or agent to sign a statement acknowledging the child
5 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
6 Penal Code and the dependent adult and elder abuse reporting requirements as
7 set forth in Section 15630 of the WIC and will comply with the provisions of
8 these code sections as they now exist or as they may hereafter be amended.

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

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

15 29. CONFIDENTIALITY

16 29.1 CONTRACTOR agrees to maintain the confidentiality of its records
17 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
18 and all other provisions of law, and regulations promulgated thereunder
19 relating to privacy and confidentiality, as each may now exist or be hereafter
20 amended.

21 29.2 All records and information concerning any and all persons
22 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
23 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
24 volunteers. CONTRACTOR shall require all of its employees, agents,
25 subcontractors and volunteer staff who may provide services for CONTRACTOR
26 under this Agreement to sign an agreement with CONTRACTOR before commencing
27 the provision of any such services, to maintain the confidentiality of any and
28 all materials and information with which they may come into contact, or the

1 identities or any identifying characteristics or information with respect to
2 any and all participants referred to CONTRACTOR by COUNTY, except as may be
3 required to provide services under this Agreement or to those specified in
4 this Agreement as having the capacity to audit CONTRACTOR, and as to the
5 latter, only during such audit. CONTRACTOR shall comply with any audits
6 specified in Paragraph 23, provide reports and any other information required
7 by COUNTY in the administration of this Agreement, and as otherwise permitted
8 by law.

9 29.3 CONTRACTOR shall inform all of its employees, agents,
10 subcontractors, volunteers and partners of this provision and that any person
11 knowingly and intentionally violating the provisions of said State law may be
12 guilty of a crime.

13 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall
14 be subject to the confidentiality requirements of this Agreement.

15 29.5 CONTRACTOR must receive prior written approval of the Juvenile
16 Court before allowing any Foster Youth/NMD to be interviewed, photographed or
17 recorded by any publication or organization or to appear on any radio,
18 television or internet broadcast or make any other public appearance. Such
19 approval shall be requested through Foster Youth's/NMD's Social
20 Worker/Probation Officer.

21 29.5.1 No access, disclosure or release of information regarding
22 a Foster Youth/NMD who is the subject of Juvenile Court proceedings shall be
23 permitted except as authorized. If authorization is in doubt, no such
24 information shall be released without the written approval of a Judge of the
25 Juvenile Court.

26 29.5.2 CONTRACTOR agrees to maintain the confidentiality of its
27 records with respect to Juvenile Court matters, in accordance with the WIC
28 Section 827, all applicable statutes, caselaw, and Orange County Superior

1 Court Policy-Juvenile Court Exchange of Information, Confidentiality and media
2 Policy dated September 23, 2010, as it now exists or may hereafter be amended.

3 30. COPYRIGHT ACCESS

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

8 31. WAIVER

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

17 32. PUBLICITY

18 32.1 Information and solicitations, prepared and released by
19 CONTRACTOR, concerning the services provided under this Agreement shall state
20 that the program, wholly or in part, is funded through COUNTY, State and
21 Federal government funds.

22 32.2 CONTRACTOR shall not disclose any details in connection with this
23 Agreement to any person or entity except as may be otherwise provided
24 hereunder or required by law. However, in recognizing CONTRACTOR's need to
25 identify its services and related clients to sustain itself, COUNTY shall not
26 inhibit CONTRACTOR from publishing its role under this Agreement within the
27 following conditions:

28 32.2.1 CONTRACTOR shall develop all publicity material in a

1 professional manner; and

2 32.2.2 During the term of this Agreement, CONTRACTOR shall not,
3 and shall not authorize another to, publish or disseminate any commercial
4 advertisements, press releases, feature articles, or other materials using the
5 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
6 unreasonably withhold written consent.

7 33. COUNTY RESPONSIBILITIES

8 ADMINISTRATOR will provide consultation and technical assistance, and
9 will monitor performance of CONTRACTOR in meeting the terms of this Agreement,
10 as permitted by CCLD.

11 34. REFERRALS

12 34.1 CONTRACTOR shall provide services to individuals referred by
13 ADMINISTRATOR.

14 35. REPORTS

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

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

23 36. ENERGY EFFICIENCY STANDARDS

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

27 37. ENVIRONMENTAL PROTECTION STANDARDS

28 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act

1 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
2 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
3 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
4 may now exist or be hereafter amended. Under these laws and regulations,
5 CONTRACTOR assures that:

6 37.1 No facility to be utilized in the performance of the proposed
7 grant has been listed on the EPA List of Violating Facilities;

8 37.2 It will notify COUNTY prior to award of the receipt of any
9 communication from the Director, Office of Federal Activities, U.S. EPA,
10 indicating that a facility to be utilized for the grant is under consideration
11 to be listed on the EPA List of Violating Facilities; and

12 37.3 It will notify COUNTY and the EPA about any known violation of the
13 above laws and regulations.

14 38. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
15 CERTAIN FEDERAL TRANSACTIONS

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

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

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

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

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

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

21 C. Submission of this certification and disclosure is a
22 prerequisite for making or entering into this Agreement imposed by Section
23 1352, Title 31, USC. United State Code Any person who makes an expenditure
24 prohibited under this provision or who fails to file or amend the disclosure
25 form to be filed or amended by this provision, shall be subject to a civil
26 penalty of not less than \$10,000, and not more than \$100,000, for each such
27 failure.

28 ///

1 39. POLITICAL ACTIVITY

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

5 40. TERMINATION PROVISIONS

6 40.1 ADMINISTRATOR may terminate this Agreement without penalty
7 immediately with cause or after thirty (30) days written notice without cause,
8 unless otherwise specified. Notice shall be deemed served on the date of
9 mailing. Cause shall be defined as any breach of contract, any
10 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
11 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
12 all further obligations under this Agreement.

13 40.2 Upon termination, or notice thereof, CONTRACTOR agrees to
14 cooperate with ADMINISTRATOR in the orderly transfer of service
15 responsibilities, active case records, and pertinent documents.

16 40.3 The obligations of COUNTY under this Agreement are contingent upon
17 the availability of Federal and/or State funds, as applicable, for the
18 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
19 for the services hereunder in the budget approved by the Orange County Board
20 of Supervisors each fiscal year this Agreement remains in effect or operation.
21 In the event that such funding is terminated or reduced, ADMINISTRATOR may
22 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
23 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
24 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
25 notification of such determination. CONTRACTOR shall immediately comply with
26 ADMINISTRATOR's decision.

27 40.4 If any provision of this Agreement or the application thereof is
28 held invalid, the remainder of this Agreement shall not be affected thereby.

1 41. GOVERNING LAW AND VENUE

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

11 42. SIGNATURE IN COUNTERPARTS

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

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

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

By: _____

By: _____

DIRECTOR
COUNTY OF ORANGE
SOCIAL SERVICES AGENCY

Dated: _____

Dated: _____

By: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE

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 Foster Youth/NMD's referred to CONTRACTOR by COUNTY pursuant to the terms and conditions set forth herein, in accordance with the 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 Foster Youth between the ages of _____ and eighteen (18) years, and those 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 4.16 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 4.25 of this Agreement, unless the NMD has a medical condition verified by ADMINISTRATOR.

2. REFERRALS

2.1 It is mutually understood that no minimum number of placement

1 referrals is guaranteed, expressed or implied, under this Agreement.
2 CONTRACTOR agrees to provide services requested as needed by COUNTY,
3 regardless of the quantity of placement referrals received.

4 3. CONTRACTOR'S PROGRAM STATEMENT

5 3.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or
6 revised Program Statement that CONTRACTOR submits to the CDSS Foster Care
7 Rates Bureau and/or CCLD, subsequent to the execution of this Agreement. The
8 provisions of the revised Program Statement shall supersede the provisions
9 contained in the previous Program Statement submitted to ADMINISTRATOR to the
10 extent that they conflict.

11 3.2 CONTRACTOR agrees to provide ADMINISTRATOR with additional copies
12 of the Program Statement upon request of ADMINISTRATOR or whenever there are
13 changes or modifications to program activities.

14 4. GOALS

15 _____
16 _____
17 _____
18 _____.

19 5. SERVICES TO BE PROVIDED

20 5.1 CONTRACTOR shall:

21 5.1.1 Nurture, care for, treat, and train each Foster Youth/NMD
22 to meet his/her individual needs and daily living skills, to include, but not
23 be limited to, cleaning, cooking, laundry and budgeting.

24 5.1.2 Follow admission requirements related to medical
25 screening, physical/dental examination, medical testing, and immunization as
26 prescribed by COUNTY. CONTRACTOR shall take Foster Youth's/NMD's Encounter
27 Form and HEP to all medical and dental appointments

28 5.1.3 Adhere to COUNTY policies CFS program provides contractor

1 with County policies regarding psychotropic medication and “reporting
2 responsibilities.” Obtain court consent for psychotropic medications in a
3 form approved by ADMINISTRATOR.

4 5.1.4 Develop an understanding of the responsibilities,
5 objectives, and requirements of COUNTY in regard to the care of Foster
6 Youth/NMD and work with COUNTY in planning for Foster Youth/NMD.

7 5.1.5 Participate in and support efforts to reestablish
8 relationships between Foster Youth/NMD and his/her relatives, family members,
9 or other individuals who are important to the Foster Youth/NMD, as approved by
10 Foster Youth’s/NMD’s Social Worker/Probation Officer.

11 5.1.6 Develop, maintain, and implement written discipline
12 policies and procedures in accordance with Title 22 CCR and to the
13 satisfaction of the CCLD.

14 5.1.7 Work toward termination of placement on a planned basis
15 as indicated in the Foster Youth’s/NMD’s permanency plan with maximum
16 involvement of Foster Youth/NMD, parents, any other person(s) deemed
17 appropriate, and Foster Youth’s/NMD’s Social Worker/Probation Officer.

18 5.1.8 Conduct a Treatment Team conference concerning the status
19 of each Foster Youth/NMD at least quarterly.

20 5.1.9 Assure that Foster Youth’s/NMD’s personal rights as set
21 forth in Title 22 CCR Section 84072, are observed and protected. CONTRACTOR
22 shall provide a copy of the Personal Rights to the Foster Youth/NMD and their
23 authorized representatives at the time of admission.

24 5.1.10 Assure services are provided in accordance with
25 “Reasonable and prudent parent” or “reasonable and prudent parent standard,”
26 referring to the standard characterized by careful and sensible parental
27 decisions that maintain the Foster Youth’s/NMD health, safety, and best
28 interest, and provides for normalcy as defined in WIC Section 362.04.

1 5.1.11 Respect the cultural diversity of the Foster Youth/NMD
2 served, their parents and any other person(s) important to the Foster
3 Youth/NMD, and provide culturally responsive child care workers and other
4 direct service employees, as described in Subparagraph 4.6 of this Agreement.

5 5.1.12 Participate in any TDM, defined in Subparagraph 4.24 of
6 this Agreement, prior to or as a result of a Foster Youth's/NMD's removal.

7 5.2 CONTRACTOR agrees to provide multi-lingual services that meet the
8 needs of Foster Youth/NMD's and families served.

9 5.3 CONTRACTOR agrees to post safety notices and other literature
10 provided to CONTRACTOR by ADMINISTRATOR, in the manner prescribed. Such
11 literature may be in the form of, but not limited to, placards, posters,
12 checklists, instructions, diagrams, charts, or illustrations.

13 5.4 Family/Foster Youth's/NMD Important Person Relationships:

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

19 5.5 Education Requirements:

20 CONTRACTOR shall:

21 5.5.1 Enroll Foster Youth in the local school or private
22 program (the latter only if funding is provided by COUNTY or other third party
23 payer) within three (3) school days of placement. CONTRACTOR shall notify
24 ADMINISTRATOR within three (3) business days of any obstacles to Foster
25 Youth's enrollment.

26 5.5.2 Allow the Foster Youth/NMD to continue his or her
27 education in the school of origin for the duration of the school year if
28 remaining in that school is in the Foster Youth's/NMD's best interest in

1 accordance with Education Code 48853.5(d)(1) regarding school of origin, and
2 provide transportation.

3 5.5.3 Cooperate with the Special Education Local Plan Area
4 (SELPA) for any needed assessment and follow-up for special education services
5 through the development and implementation of an Individual Education Plan
6 (IEP) and surrogate parent appointment, as appropriate.

7 5.5.4 Monitor the Foster Youth's/NMD's attendance and
8 performance in school and credits earned, and assess progress to determine
9 areas in which improvement is needed. CONTRACTOR shall make monthly requests
10 for feedback from teachers regarding Foster Youth's/NMD's academic and social
11 performance and document date of contact, contact person, and feedback
12 provided.

13 5.5.5 Report in writing to ADMINISTRATOR any unauthorized
14 school absences. An unauthorized absence is as identified in Subparagraph
15 11.6, below.

16 5.5.6 Provide tutoring and school homework supervision, as
17 needed.

18 5.5.7 Meet Title 22 CCR requirements for School Report Cards
19 and School Information.

20 5.6 Transitional Planning Services Program (TPSP):

21 CONTRACTOR shall:

22 5.6.1 Work collaboratively with COUNTY's staff and COUNTY's
23 contracted TPSP service providers in meeting the service goals set forth in
24 the Foster Youth's/NMD's Transitional Independent Living Plan.

25 5.6.1.1 Foster Youth/NMD placed in group homes outside
26 of Orange County may participate in that community's local TPSP, where
27 available.

28 5.6.2 Assist Foster Youth/NMD to make a successful transition

1 to independent living by assisting them to participate in TPSP including, but
2 not limited to:

3 5.6.2.1 Workshops - offering services in such areas as
4 education, career, relationships and daily living;

5 5.6.2.2 Special Events - including, but not limited to,
6 Independent City, Graduation, Career Fair, and College Tours;

7 5.6.2.3 Specialized Services for Disabled Children -
8 including, but not limited to, outreach, follow-up training and individual
9 services;

10 5.6.2.4 Mentor Programs; and

11 5.6.2.5 Job Placement Services.

12 5.6.3 Provide transportation of Foster Youth/NMD for TPSP to
13 and from all TPSP related activities as required by ADMINISTRATOR including
14 supervision for three (3) or more Foster Youth/NMD attending the same
15 activity.

16 5.6.4 Send its staff to COUNTY's TPSP training for caregivers
17 and other TPSP related training, as required by ADMINISTRATOR.

18 5.6.5 Prepare and submit to ADMINISTRATOR a Foster Youth/NMD
19 specific summary of all the Foster Youth's/NMD's participation, activities and
20 contacts with TPSP and other independent living programs, including any
21 programs offered by CONTRACTOR. CONTRACTOR shall also maintain this summary in
22 Foster Youth's/NMD case file.

23 5.7 Basic Needs:

24 5.7.1 Clothing:

25 CONTRACTOR shall:

26 5.7.1.1 Designate an adequate amount of money, no less
27 than seventy-five dollars (\$75.00) per Foster Youth/NMD, each month to be used
28 to purchase new clothing necessary to meet the Foster Youth's/NMD's basic

1 needs in a manner appropriate to his/her social environment.

2 5.7.1.2 Document all clothing purchases in Foster
3 Youth's/NMD's record, including receipts.

4 5.7.1.3 Inventory Foster Youth's/NMD's clothing and
5 personal property at the time of placement and termination of placement.

6 5.7.1.4 All Foster Youth/NMD shall take their clothing,
7 cash resources, personal property and valuables with them when placement is
8 terminated. If this is impossible, clothing and personal property shall
9 immediately be stored separately and securely for each individual Foster
10 Youth/NMD by CONTRACTOR for a maximum period of thirty (30) days, after which
11 it shall be delivered to the Foster Youth's/NMD's Social Worker/Probation
12 Officer. At termination of placement, CONTRACTOR shall provide an appropriate
13 method of transport for clothing and personal property, such as luggage or
14 canvas-type duffel bags (not trash or paper/plastic bags).

15 5.7.2 Personal Needs:

16 CONTRACTOR shall:

17 5.7.2.1 Furnish personal care items, including but not
18 limited to, toothpaste, toothbrush, soap, hair care items, and hygiene
19 supplies that are culturally responsive.

20 5.7.2.2 Furnish a separate and secure storage area for
21 personal items for each Foster Youth/NMD.

22 5.7.2.3 Furnish clean fresh towels, mattress pads,
23 pillows, sheets, and blankets in sufficient number to assure cleanliness and
24 warmth.

25 5.7.3 Food:

26 Foster Youth/NMD shall receive an adequate and balanced
27 diet as required by Title 22 CCR guidelines. In addition, CONTRACTOR shall
28 maintain the following minimum emergency supplies per Foster Youth/NMD on the

1 premises:

2 5.7.3.1 One (1) week supply of staple nonperishable
3 foods;

4 5.7.3.2 Two (2) day supply of fresh perishable foods;
5 and

6 5.7.3.3 A minimum five (5) day supply of at least one
7 (1) gallon of water per Foster Youth/NMD.

8 5.7.4 Chores:

9 5.7.4.1 CONTRACTOR shall specify and post reasonable
10 chores which Foster Youth/NMD will be required to do as part of their regular
11 routine. Any and all other chores are to be voluntary.

12 5.7.4.2 Foster Youth's/NMD's Social Worker/Probation
13 Officer may review CONTRACTOR's policies regarding chores, and disapprove, if
14 appropriate, the chores assigned to a specific Foster Youth/NMD.

15 5.7.4.3 Foster Youth/NMD shall be supervised by
16 CONTRACTOR while they are engaged in any assigned chores.

17 5.7.5 Minimum Allowances:

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

22

<u>Age</u>	<u>Weekly Allowance Rate</u>
23 5 years	\$5.00
24 6 years	\$6.00
25 7 years	\$7.00
26 8 years	\$8.00
27 9 years	\$9.00
10 years	\$10.00
11 years	\$11.00
12 years	\$12.00
28 13 years	\$13.00

1	14 years	\$14.00
2	15 years	\$15.00
3	16 years	\$16.00
4	17 years	\$17.00
5	18 years	\$18.00
6	19+ years	\$19.00

5 5.7.6 Safeguards for Cash Resources, Personal Property and
6 Valuables:

7 5.7.6.1 In accordance with Title 22 CCR Section 80026,
8 CONTRACTOR shall assist each Foster Youth/NMD in keeping cash resources,
9 personal property, and valuables separate and intact. CONTRACTOR shall
10 maintain accurate records of such resources.

11 5.7.6.2 In the event that Foster Youth/NMD is employed,
12 CONTRACTOR shall assist Foster Youth/NMD in setting up a bank account in
13 accordance with Title 22 CCR Section 84072(c)(8), to the satisfaction of the
14 Foster Youth's/NMD Social Worker/Probation Officer. Foster Youth's/NMD's
15 funds shall not be comingled with CONTRACTOR's funds or petty cash.

16 6. FACILITIES

17 6.1 CONTRACTOR shall provide facilities with a capacity for providing
18 residential services to _____ Foster Youth/NMDs and accommodations for staff,
19 in accordance with CCL requirements.

20 6.2 Such facilities will be provided at the following location(s):
21 _____
22 _____
23 _____.

24 6.3 CONTRACTOR shall maintain its facility in a manner that will
25 ensure the well-being, protection, health, safety, and comfort of each Foster
26 Youth/NMD. Each Foster Youth/NMD shall be afforded a reasonable degree of
27 privacy.

28 ///

1 6.4 SSA strongly believes that same gender supervision during
2 overnight shifts is a best practice. To the extent allowable under the law,
3 CONTRACTOR shall use best efforts to staff overnight shifts with same gender
4 staff members, whenever possible; thereby during overnight shifts using only
5 female staff members in a female group home and only male staff members in a
6 male group home.

7 7. TREATMENT PROGRAM

8 _____

9 _____

10 _____

11 _____.

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

15 8. OTHER CONTRACTOR RESPONSIBILITIES

16 8.1 Transportation:

17 CONTRACTOR shall supply transportation for Foster Youth/NMD as
18 required by ADMINISTRATOR.

19 8.2 Volunteers:

20 8.2.1 CONTRACTOR shall submit a written plan specifying how
21 volunteers will be supervised and utilized by CONTRACTOR. The plan shall be
22 included in the Program Statement and include the following.

23 8.2.1.1 The type and degree of supervision provided; and

24 8.2.1.2 A description of the duties to be performed by
25 volunteers.

26 8.3 Visitors:

27 8.3.1 CONTRACTOR shall establish a set of rules regarding
28 visitation hours, sign-in/sign-out, and visiting rooms. Such rules shall

1 apply to all visitors.

2 8.3.2 Upon entering the group home, all visitors shall be
3 required to sign in on the Visitors Log Book. Group home staff shall request
4 a California Driver's License or other form of government issued picture
5 identification and shall record the name, address, and driver's license
6 number, or identification number, if available, of each visitor as well as the
7 visitor's relationship to the resident, if any, the stated purpose of the
8 visit, and the time of the visitor's entry and departure. Unaccompanied
9 visiting minors shall be supervised by CONTRACTOR staff.

10 8.3.3 Visitors who are not required to go further into the
11 residents' quarters, such as repairmen, shall be restricted to a controlled,
12 designated area, and shall be supervised by CONTRACTOR's staff.

13 8.3.4 All visitors entering into any area of the group home
14 where residents are or may be present, shall be accompanied by CONTRACTOR's
15 staff at all times, except as described below in Subparagraph 8.3.5.

16 8.3.5 Parents, relatives, or Foster Youth's/NMD's important
17 persons of group home residents, who have been approved by the assigned Social
18 Worker/Probation Officer for non-monitored visitation, shall be accompanied by
19 CONTRACTOR's staff to and from a private designated location in the group home
20 where the visit will take place. In these instances, CONTRACTOR's staff need
21 not be present during the entire visit.

22 8.4 Drug Testing:

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

1 8.5 Removal or Transfer of Foster Youth/NMD:

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

6 8.6 Prison Rape Elimination Act of 2003 (PREA)

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

17 9. RECORDS

18 9.1 Foster Youth/NMD Records:

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

24 9.1.1.1 Information regarding the Foster Youth's/NMD's
25 participation in TPSP, as applicable;

26 9.1.1.2 Statement of behaviors with potential risk
27 and/or safety concerns;

28 9.1.1.3 Foster Youth's/NMD's financial information,

1 including disbursements for clothing and material signed for by Foster
2 Youth/NMD, and allowances received by and signed for by Foster Youth/NMD;

3 9.1.1.4 Diagnostic studies;

4 9.1.1.5 Reports on interviews with Foster Youth/NMD;

5 9.1.1.6 Special Incident Report (SIR);

6 9.1.1.7 Written quarterly evaluations;

7 9.1.1.8 Clinical notes on services provided by treatment
8 professionals;

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

12 9.1.1.10 Psychotropic medication orders: and

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

15 9.2 COUNTY Records:

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

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

23 9.3 House Log Book:

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

26 9.3.1.1 Population count;

27 9.3.1.2 Visitors;

28 9.3.1.3 Special incidents/problems;

1 9.3.1.4 Group and individual activities including
2 participants;

3 9.3.1.5 "Significant" reactions of Foster Youth/NMD to
4 telephone calls when such are openly displayed;

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

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

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

12 9.4 Visitors Log Book:

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

17 10. COUNTY RESPONSIBILITIES

18 COUNTY shall:

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

26 10.2 Collaborate with CONTRACTOR toward development of a treatment
27 plan.

28 10.3 Collaborate with CONTRACTOR toward a positive stepping down

1 placement into a family setting in accordance with protocols established by
2 COUNTY.

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

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

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

13 10.7 Inform CONTRACTOR of procedures to fund medical care.

14 10.8 Provide authorization for medical treatment.

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

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

20 10.11 Obtain, whenever possible, Foster Youth's available clothing and
21 deliver it to CONTRACTOR within five (5) business days.

22 10.12 Provide assistance with emergencies. COUNTY will be responsive to
23 CONTRACTOR's request for a timely meeting to discuss a Foster Youth's/NMD's
24 behavioral issues, program noncompliance and strategies to maintain placement.
25 Emergency after hours telephone numbers are:

26 Social Services/Orangewood Children and Family Center:

27 (714) 935-7080

28 Probation Department/Juvenile Hall:

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 Foster Youth's/NMD's treatment providers, including CONTRACTOR's Social Worker and 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 Foster Youth's/NMD's file. CONTRACTOR shall provide a signed copy of the plan to the Foster Youth's/NMD's Social Worker/Probation Officer within seven (7) calendar days of completion. A progress report identifying the 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 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 Foster Youth/NMD family structure and permanency plan; and

11.1.1.4 Support of the Independent Living Program in the development of a 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 Foster Youth's/NMD's Social Worker/Probation Officer and CONTRACTOR.

11.2 Diagnostic Summary:

11.2.1 The diagnostic summary shall be submitted by CONTRACTOR

1 within thirty (30) calendar days of placement and shall include, but not be
2 limited to:

3 11.2.1.1 Identification of Foster Youth's/NMD's
4 strengths;

5 11.2.1.2 Medical and dental needs;

6 11.2.1.3 Psychological/psychiatric evaluations obtained;

7 11.2.1.4 Staffing review summaries;

8 11.2.1.5 Educational assessment;

9 11.2.1.6 Peer adjustment;

10 11.2.1.7 Relationship to staff;

11 11.2.1.8 Involvement in recreation program;

12 11.2.1.9 Behavioral problems;

13 11.2.1.10 Involvement/relationship with parents,
14 relatives, and important persons: and

15 11.2.1.11 Reunification plans.

16 11.3 Quarterly Evaluation of Foster Youth/NMD:

17 11.3.1 CONTRACTOR shall submit ongoing written evaluations on
18 each Foster Youth/NMD to Foster Youth's/NMD's Social Worker/Probation Officer
19 on a quarterly basis, to be submitted within seven (7) calendar days following
20 the quarterly reporting period. These evaluations shall include, but are not
21 be limited to:

22 11.3.1.1 Progress toward accomplishing long-range
23 goal(s), short-term objectives, tasks, and placement in a family setting.

24 11.3.1.2 Identification of Foster Youth's/NMD's unmet
25 needs, assessment of unmet needs, and efforts made to meet these needs.

26 11.3.1.3 Recommendations to meet identified needs, i.e.
27 nontraditional services.

28 11.3.1.4 Reassessment of Foster Youth's/NMD's adjustment

1 to CONTRACTOR's facility, program, peers, school and staff.

2 11.3.1.5 Current status of Foster Youth's/NMD's physical
3 and psychological health. A report of medical care received and medication
4 given.

5 11.3.1.6 Modification of the treatment plan, and as
6 necessary, the tasks to be performed and changes in the anticipated length of
7 placement. Family problems, which appear to prevent the return of Foster
8 Youth/NMD shall be fully described.

9 11.3.1.7 A record of any serious behavioral problems and
10 how these problems were treated as well as the Foster Youth/NMD responses.

11 11.3.1.8 A record of parental contacts, conferences and
12 visits, contacts with relatives, friends, and significant others, so far as
13 they are made known, and any significant reaction thereto openly displayed by
14 Foster Youth/NMD.

15 11.3.1.9 The dates of contacts with Foster Youth's/NMD's
16 Social Worker/Probation Officer during the quarter. This part of the report
17 shall include the number of visits to Foster Youth/NMD as well as phone calls.

18 11.3.1.10 The dates of contacts with psychiatrist(s),
19 psychologist(s), Licensed Clinical Social Worker(s), and/or Marriage and
20 Family Therapist(s) during the quarter.

21 11.3.2 CONTRACTOR shall also make available to Foster
22 Youth's/NMD's Social Worker/Probation Officer copies of any pertinent
23 information such as school reports, medical reports, and
24 psychological/psychiatric reports as completed.

25 11.4 Semiannual Performance Outcomes Report:

26 11.4.1 CONTRACTOR shall submit to the Program Manager of
27 Permanency Services Program (PSP) on a semiannual basis, a performance
28 outcomes report, in a format approved by ADMINISTRATOR. Performance goals

1 shall be as determined by ADMINISTRATOR. The first semiannual performance
2 outcomes report is due _____. Subsequent reports shall be
3 submitted by the tenth (10th) day of the month following each six (6) month
4 reporting period.

5 11.4.2 CONTRACTOR shall submit a similar report on Foster
6 Youth/NMD referred by the Orange County Probation Department to their
7 Administrative Placement Monitoring and Investigations Unit Supervisor.
8 Reporting criteria shall be developed by the Probation Department.

9 11.5 Termination Summary:

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

17 11.6 Absence:

18 11.6.1 An authorized absence is one which Foster Youth's/NMD's
19 Social Worker/Probation Officer and CONTRACTOR have mutually agreed.

20 11.6.2 In the case of any other absence, CONTRACTOR shall
21 immediately telephone Foster Youth's/NMD Social Worker/Probation Officer, PSP,
22 the local law enforcement agency, CCLD, and Foster Youth's/NMD's
23 parents/guardians. Written notification from CONTRACTOR shall be received
24 within twenty-four (24) hours of the absence by Foster Youth's/NMD Social
25 Worker/Probation Officer. A copy of this written report is to also be
26 submitted to the SSA Group Home Liaison and Probation Department's Group Home
27 Monitor.

28 11.6.2.1 If Foster Youth/NMD returns voluntarily,

1 CONTRACTOR shall immediately notify the Foster Youth's/NMD's Social
2 Worker/Probation Officer, PSP, the local law enforcement agency, CCLD, and
3 Foster Youth's/NMD's parents/guardians.

4 11.6.2.2 Following the Foster Youth's/NMD's return,
5 CONTRACTOR shall provide an evaluation for Foster Youth/NMD emphasizing the
6 significance of their absence and appropriate follow-up intervention. All
7 discussion resulting from the evaluation shall be documented in Foster
8 Youth's/NMD's record and information provided to the Foster Youth's/NMD's
9 Social Worker/Probation Officer.

10 11.6.3 CONTRACTOR shall maintain records of authorized and
11 unauthorized absences in Foster Youth's/NMD's record.

12 12. SPECIAL OR UNPLANNED INCIDENTS

13 12.1 Serious Illness, Accident/Injury or Death:

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

28 12.1.1 Name of the Foster Youth/NMD;

- 1 12.1.2 Date of serious illness, accident/injury or death;
- 2 12.1.3 Nature of the illness/injury or the circumstances of the
- 3 death;
- 4 12.1.4 Name or names of CONTRACTOR's officers, employees or
- 5 agents with knowledge of the event;
- 6 12.1.5 Name of the attending physician;
- 7 12.1.6 Name of the hospital;
- 8 12.1.7 When applicable, the police report number, name of the
- 9 police agency handling the incident, date of the police report, and a summary
- 10 of the circumstances.
- 11 12.2 Other Special Incidents:
- 12 12.2.1 CONTRACTOR shall immediately telephone child's Foster
- 13 Youth's/NMD's Social Worker/Probation Officer and PSP Program Manager, or
- 14 designee, if any of the following occurs:
- 15 12.2.1.1 Assault;
- 16 12.2.1.2 Medication errors;
- 17 12.2.1.3 Child Foster Youth/NMD refused
- 18 12.2.1.4 Misadministered
- 19 12.2.1.5 Missed
- 20 12.2.1.6 Accident/Minor injury;
- 21 12.2.1.7 Self injury;
- 22 12.2.1.8 Sexual activity;
- 23 12.2.1.9 Suspension from school;
- 24 12.2.1.10 Unauthorized school absences;
- 25 12.2.1.11 Absence without leave;
- 26 12.2.1.12 Contraband of illegal substance and/or weapons;
- 27 12.2.1.13 Law enforcement intervention and/or arrest;
- 28 12.2.1.14 Property damage and or vandalism;

1 12.2.1.15 Personal rights complaint; and
2 12.2.1.16 Any behavior or activities by any volunteer or
3 staff while on duty which substantially disrupts activities within
4 CONTRACTOR's facility and jeopardizes the status, safety, or health of a child
5 placed by COUNTY.

6 12.2.2 This verbal report shall be followed by the submission of
7 a SIR form approved by ADMINISTRATOR, to child's Foster Youth's/NMD's Social
8 Worker/Probation Officer and PSP Program Manager, or designee, and Group Home
9 Liaison/Probation Monitor within three (3) calendar days of the incident via
10 the SIR Fax Line at (714) 940-3961 (CFS) and (714) 935-7725 (Probation
11 Department).

12 12.2.3 ADMINISTRATOR may, in his/her sole discretion, add,
13 delete, waive or otherwise modify individual reporting requirements as stated
14 in this Paragraph.

15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///