

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 OLIVE CREST

6 TRANSITIONAL HOUSING PLACEMENT PROGRAM SERVICES
7

8 This AGREEMENT, entered into this 1st day of July 2019, which date is particularized for
9 purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to
10 as "COUNTY," and OLIVE CREST, a California non-profit corporation, hereinafter referred to
11 as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social
12 Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."
13

14 WITNESSETH:
15

16 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
17 Transitional Housing Placement Program Services; and

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

20 WHEREAS, such services are authorized and provided for pursuant to Welfare and
21 Institutions Code Sections 16522 and 16522.1, Health and Safety Code Sections 1559.110 and
22 1559.115;

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

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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2019, and terminate on June 30,
3 2022, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement;
4 however, CONTRACTOR shall be obligated to perform such duties as would normally extend
5 beyond this term, including, but not limited to, obligations with respect to indemnification, audits,
6 reporting and accounting.

7 2. ALTERATION OF TERMS

8 2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by
9 reference, fully expresses all understandings of the parties and is the total Agreement between the
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this
11 Agreement, whether written or verbal, are valid or binding unless made in the form of a written
12 amendment to this Agreement which is formally approved and executed by both parties.

13 2.2 The various headings, numbers, and organization herein are for the purpose of
14 convenience only and shall not limit or otherwise affect the Agreement.

15 3. STATUS OF CONTRACTOR

16 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent
17 contractor, and shall be wholly responsible for the manner in which it performs the services
18 required of it by the terms of this Agreement. Nothing herein contained shall be construed as
19 creating the relationship of employer and employee, or principal and agent, between COUNTY
20 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes
21 exclusively the responsibility for the acts of its employees or agents as they relate to services to be
22 provided during the course and scope of their employment.

23 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or
24 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY
25 employees.

26 4. DESCRIPTION OF SERVICES

27 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
28 supplies, as described in the Exhibit A to the Agreement between County of Orange and OLIVE

1 CREST, for the Provision of Transitional Housing Placement Program Services, attached hereto
2 and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the
3 term of this Agreement with the number and type of staff described and as required for provision
4 of services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
6 changes in staffing allocations to reflect current workload demands or service needs as long as
7 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of this
12 Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
26 all applicable laws and regulations of the United States, State of California, County of Orange, and
27 County of Orange Social Services Agency, and all administrative regulations, rules, and policies
28 adopted thereunder, as each and all may now exist or be hereafter amended.

1 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
2 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
3 federal financial assistance programs and/or activities.

4 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

5 6.1 Delegation and Assignment

6 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
7 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
8 written consent of COUNTY. Any attempted delegation or assignment without prior written
9 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
10 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
11 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
12 benefits under the terms of this Agreement requiring COUNTY approval.

13 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
14 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
15 for the provision of services under the Agreement.

16 6.2 Change of Ownership

17 CONTRACTOR agrees that if there is a change or transfer in ownership of
18 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
19 assignment of the Agreement, the new owners shall be required, under the terms of sale or other
20 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this
21 Agreement and complete them to the satisfaction of COUNTY.

22 7. SUBCONTRACTS

23 7.1 CONTRACTOR shall not subcontract for services under this Agreement without the
24 prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
25 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
26 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
27 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
28 ADMINISTRATOR may require.

1 7.1.1 Subcontracts of \$50,000 or less

2 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,
3 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services
4 by CONTRACTOR when the cumulative total cost of the services to be provided by any
5 organization is anticipated to fifty thousand dollars (\$50,000) or less during the term of this
6 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of
7 providing services or the usual and customary charges established by the organization(s) providing
8 the services.

9 7.1.2 Subcontracts in excess of \$50,000

10 7.1.2.1 CONTRACTOR shall develop and submit for approval to
11 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
12 the total cumulative cost of services provided by any single organization is anticipated to exceed
13 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed
14 procurement system shall take into consideration such factors as: degree of price competition;
15 pricing policies and techniques; experience and quality of service; methods of evaluating
16 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,
17 award, and post-award management of subcontracts, including internal audit procedures and
18 monitoring of subcontractor's performance until completion of services.

19 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
20 proposed procurement system, CONTRACTOR shall comply with such procurement system in
21 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the
22 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written
23 consent prior to entering into a subcontract with any organization when the total cumulative cost
24 of services to be provided by that organization is anticipated to exceed fifty thousand dollars
25 (\$50,000) during the term of this Agreement.

26 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
27 maintain accurate and complete financial records related to services provided under the terms of
28 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to

1 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
2 until any pending audit is completed.

3 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

4 8.1 Form of Business Organization:

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

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

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

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

16 8.2 Change in Form of Business Organization:

17 If, during the term of this Agreement, the form of CONTRACTOR's business
18 organization changes, or the ownership of CONTRACTOR changes, or when changes occur
19 between CONTRACTOR and other businesses that could impact services provided through this
20 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such
21 changes. A change in the form of business organization may, at COUNTY's sole discretion, be
22 treated as an attempted assignment of rights or delegation of duties of this Agreement.

23 8.3 Name Change:

24 CONTRACTOR must notify COUNTY, in writing, of any change in
25 CONTRACTOR's status with respect to name changes that do not require an assignment of the
26 Agreement. While CONTRACTOR is required to provide name change information without
27 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its
28 status upon request by COUNTY.

1 2218 Kausen Drive, Suite 100

2 Elk Grove, CA 95758

3 Telephone: (800) 884-1684

4 (800) 700-2320 (TTY)

5 9.4 Non-Discrimination in Service Delivery

6 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
7 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
8 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
9 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
10 amended; California Civil Code Section 51 et seq., as amended; California Government Code
11 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
12 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
13 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
14 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
15 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
16 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
17 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
18 amended. CONTRACTOR shall not implement any administrative methods or procedures which
19 would have a discriminatory effect or which would violate the California Department of Social
20 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
21 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other
22 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
23 other laws, or the issue may be referred to the appropriate federal agency for further compliance
24 action and enforcement of Subparagraph 9.4 et seq.

25 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
26 complaint any and all information as appropriate:

27 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
28 (PUB 13)

1 9.4.2.2 Discrimination Complaint Form

2 9.4.2.3 Civil Rights Contacts:

3 County Civil Rights Contact:

4 Orange County Social Services Agency

5 Program Integrity

6 Attn: Civil Rights Coordinator

7 P.O. Box 22001

8 Santa Ana, CA 92702-2001

9 Telephone: (714) 438-8877

10 State Civil Rights Contact:

11 California Department of Social Services

12 Civil Rights Bureau

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

14 Sacramento, CA 94244-2430

15 Federal Civil Rights Contact:

16 U.S. Department of Health and Human Services

17 Office of Civil Rights

18 50 U.N. Plaza, Room 322

19 San Francisco, CA 94102

20 9.4.3 The following websites provide Civil Rights information, publications
21 and/or forms:

22 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.p>
23 [df](#) (*Pub 470 - Your rights Under Adult Protective Services*)

24 9.4.3.2 [http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-](http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program)
25 [Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare Programs*)

26 9.4.3.3 [http://ssa.ocgov.com/about/services/contact/complaints/comply\(S](http://ssa.ocgov.com/about/services/contact/complaints/comply(S)
27 [SA Contractor and Vendor Compliance page\)](#)

28 ///

1 10. NOTICES

2 10.1 All notices, requests, claims, correspondence, reports, statements authorized or
3 required by this Agreement, and/or other communications shall be addressed as follows:
4

5 COUNTY: County of Orange Social Services Agency
6 Contracts and Procurement Services
7 500 N. State College Blvd, Suite 100
8 Orange, CA 92868
9

10 CONTRACTOR: Olive Crest
11 Attention: Donald Verleur
12 2130 E. 4th Street, Suite #200
13 Santa Ana, CA 92705

14 10.2 All notices shall be deemed effective when in writing and deposited in the United
15 States mail, first class, postage prepaid and addressed as above. Any communications, including
16 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
17 Agreement addressed in any other fashion shall be deemed not given. The parties each may
18 designate by written notice from time to time, in the manner aforesaid, any change in the address
19 to which notices must be sent.

20 11. NOTICE OF DELAYS

21 11.1 Except as otherwise provided under this Agreement, when either party has
22 knowledge that any actual or potential situation is delaying or threatens to delay the timely
23 performance of this Agreement, that party shall, within one (1) business day, give notice thereof,
24 including all relevant information with respect thereto, to the other party.

25 12. INDEMNIFICATION

26 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
27 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
28 their elected and appointed officials, officers, employees, agents, and those special districts and

1 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
2 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
3 including, but not limited to, personal injury or property damage arising from or related to the
4 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
5 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
6 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
7 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
8 Neither party shall request a jury apportionment.

9 13. INSURANCE

10 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
11 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
12 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
13 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
14 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
15 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
16 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
17 CONTRACTOR.

18 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
19 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
20 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
21 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
22 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
23 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
24 requirements to every subcontractor and to receive proof of insurance prior to allowing any
25 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
26 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
27 reasonable time.

28 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of

1 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
2 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
3 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
4 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
5 provision(s) in the Agreement, agrees to all of the following:

6 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
7 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
8 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
9 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
10 same; and

11 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
12 irrespective of any duty to indemnify or hold harmless; and

13 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
14 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
15 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
16 insured.

17 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
18 term of this Agreement, COUNTY may terminate this Agreement.

19 13.5 Qualified Insurer

20 13.5.1 The policy or policies of insurance must be issued by an insurer with a
21 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
22 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
23 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business
24 in the state of California (California Admitted Carrier).

25 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
26 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
27 the company's performance and financial ratings.

28 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the

1 minimum limits and coverage as set forth below:

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

17 13.8 Required Coverage Forms

18 13.8.1 Commercial General Liability coverage shall be written on Insurance
19 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
20 broad.

21 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
22 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

23 13.9 Required Endorsements

24 13.9.1 Commercial General Liability policy shall contain the following
25 endorsements, which shall accompany the Certificate of Insurance:

26 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad,
27 naming the County of Orange, its elected and appointed officials, officers, agents and employees,
28 as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY

1 WRITTEN CONTRACT.

2 13.9.1.1 A primary non-contributing endorsement using ISO form CG 20
3 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
4 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
5 contributing.

6 13.9.2 The Network Security and Privacy Liability policy shall contain the
7 following endorsements which shall accompany the Certificate of Insurance.

8 13.9.2.1 An Additional Insured endorsement naming the County of
9 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
10 for its vicarious liability.

11 13.9.2.2 A primary and non-contributing endorsement evidencing that the
12 CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
13 County of Orange shall be excess and non-contributing.

14 13.10 The Workers' Compensation policy shall contain a waiver of subrogation
15 endorsement waiving all rights of subrogation against the County of Orange, its elected and
16 appointed officials, officers, agents and employees or provide blanket coverage, which will state
17 AS REQUIRED BY WRITTEN CONTRACT.

18 13.11 All insurance policies required by this Agreement shall waive all rights of
19 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
20 employees when acting within the scope of their appointment or employment.

21 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
22 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
23 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
24 a material breach of the contract, upon which the COUNTY may suspend or terminate this
25 Agreement.

26 13.13 If CONTRACTOR's Professional Liability and/or Network Security & Privacy
27 Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional
28 Liability and/or Network Security & Privacy Liability coverage for two (2) years following

1 completion of this Agreement.

2 13.14 The Commercial General Liability policy shall contain a severability of interests
3 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

4 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in
5 Paragraph 10 of this Agreement.

6 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
7 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
8 award may be made to the next qualified CONTRACTOR.

9 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
10 decrease insurance of any of the above insurance types throughout the term of this Agreement.
11 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
12 appropriate to adequately protect COUNTY.

13 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
14 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
15 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
16 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
17 COUNTY shall be entitled to all legal remedies.

18 13.19 The procuring of such required policy or policies of insurance shall not be construed
19 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and
20 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
21 available from the insurer.

22 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

23 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of
24 occurrence, the following:

25 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
26 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance
27 under this Agreement. While CONTRACTOR is required to provide this information without
28 prompting from COUNTY, any time there is a change to CONTRACTOR’s litigation status,

1 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

2 14.2 Any accident or incident relating to services performed under this Agreement that
3 involves injury or property damage which may result in the filing of a claim or lawsuit against
4 CONTRACTOR and/or COUNTY.

5 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
6 relating to services performed by CONTRACTOR under this Agreement.

7 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

8 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
9 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
10 Agreement.

11 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
12 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
13 of service location or jurisdiction.

14 15. CONFLICT OF INTEREST

15 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
16 or conditions that could result in a conflict with COUNTY interests. This obligation shall apply
17 to CONTRACTOR, CONTRACTOR's employees, agents, and subcontractors associated with
18 accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not
19 be limited to establishing precautions to prevent its employees, agents, and subcontractors from
20 providing or offering gifts, entertainment, payments, loans, or other considerations which could
21 be deemed to influence or appear to influence COUNTY staff or elected officers from acting in
22 the best interests of COUNTY.

23 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
24 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
25 Agreement performance. While CONTRACTOR will be required to provide this information
26 without prompting from COUNTY any time there is a change regarding conflict of interest,
27 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

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1 16. ANTI-PROSELYTISM PROVISION

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

6 17. SUPPLANTING GOVERNMENT FUNDS

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

15 18. EQUIPMENT

16 18.1 Personal Computer Equipment

17 No personal computers and/or personal electronic devices, such as tablets and laptop
18 computers, or any component thereof, may be purchased with funds provided under this
19 Agreement.

20 19. BREACH SANCTIONS

21 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
22 conditions of this Agreement shall be a material breach of this Agreement. In such event,
23 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
24 available at law, in equity, or otherwise specified in this Agreement:

25 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,
26 which period shall be established by ADMINISTRATOR; and/or

27 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
28 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;

1 and/or

2 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
3 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

4 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
5 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

6 20. PAYMENTS

7 20.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
8 in arrears, the rate of reimbursement for the services provided under this Agreement, as established
9 by the State of California, as stated in CDSS Manual of Policies and Procedures, Division 11,
10 Chapter 11-425.1. Payments shall accrue from the date Youth is placed, and terminate on the date
11 before Youth is discharged, removed, runs away, or otherwise leaves the CONTRACTOR's
12 facility. No payment shall accrue to CONTRACTOR if the Youth is placed in and removed from
13 the facility and placed in another facility on the same day, i.e., the Youth must spend the night in
14 the facility before payment shall accrue.

15 20.2 Upon prior written approval of Youth's County Social Worker, COUNTY may
16 continue to pay for residential care for up to fourteen (14) days when a Youth leaves the
17 CONTRACTOR's facility prior to the planned discharge date (e.g., runaway) if CONTRACTOR
18 has agreed to take the Youth back immediately upon notice during the period of continued
19 payment.

20 20.3 CONTRACTOR shall provide written notice to the Orange County Foster Care
21 Eligibility Team immediately, and no later than within thirty (30) days of the receipt of a payment
22 for an Orange County placement, which is inconsistent with the period of placement and results in
23 an overpayment or an underpayment. The overpayment or underpayment shall be identified by
24 the Youth's name, case number, caseload number, and the amount of underpayment or
25 overpayment.

26 21. OVERPAYMENTS

27 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
28 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with

1 any applicable regulations and/or policies in effect during the term of this Agreement, or as
2 established by COUNTY procedure. Any overpayments made by COUNTY which result from a
3 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
4 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment
5 within thirty (30) days after the date of the final audit findings report and prior to any
6 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
7 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
8 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
9 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
10 Paragraph.

11 22. OUTSTANDING DEBT

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

15 23. MEDICAL COSTS

16 23.1 It is anticipated that any medical costs for Youth placed by COUNTY under this
17 Agreement will be paid by the State Medi-Cal program during such periods as Youth is eligible
18 for health care services under that program.

19 23.2 If the Youth is ineligible for Medi-Cal, or medical service is not covered by Medi-
20 Cal, CONTRACTOR will notify Youth's COUNTY Social Worker (SW) or Probation Officer
21 (PO) and specify the medical treatment needed and approximate cost. Except in emergencies,
22 written authorization by Youth's SW/PO must be obtained prior to incurring any medical expenses
23 not covered by Medi-Cal. COUNTY may pay for medical services, in accordance with COUNTY
24 procedure, if such services are deemed necessary by COUNTY, and if Medi-Cal rejects coverage.
25 COUNTY will reimburse based on Medi-Cal rates.

26 23.3 CONTRACTOR will be responsible for controlling the use of each Youth's Medi-
27 Cal Beneficiary Identification Card.

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24. FINAL REPORT

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

25. INDEPENDENT AUDIT

25.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

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1 26. RECORDS, INSPECTIONS, AND AUDITS

2 26.1 Financial Records

3 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
4 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
5 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
6 State, and federal audits are completed, whichever is later.

7 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
8 internal control, and financial reporting standards in conformity with generally accepted
9 accounting principles established by the American Institute of Certified Public Accountants and
10 to the satisfaction of ADMINISTRATOR.

11 26.2 Client Records

12 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
13 of clients served and dates and type of services provided under the terms of this Agreement in a
14 form acceptable to ADMINISTRATOR.

15 26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
16 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
17 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
18 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
19 requests and COUNTY provides written approval for the right to store the records in another
20 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
21 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
22 accordance with Subparagraph 42.2.

23 26.2.3 COUNTY may refuse payment for a claim if client records are determined
24 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
25 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
26 overpayment within the provisions of this Agreement.

27 26.3 Public Records

28 To the extent permissible under the law, all records, including, but not limited to,

1 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
2 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

3 26.4 Inspections and Audits

4 26.4.1 The U.S. Department of Health and Human Services, Comptroller General
5 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
6 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
7 have access to any books, documents, papers, and records, including medical records, of
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
9 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
10 the work performed or being performed under this Agreement and the premises in which it is being
11 performed.

12 26.4.2 CONTRACTOR shall make its books and records available within the
13 borders of Orange County within ten (10) days of receipt of written demand by
14 ADMINISTRATOR.

15 26.4.3 In the event CONTRACTOR does not make available its books and
16 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
17 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
18 obtain CONTRACTOR's books and records.

19 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
20 liability to the State or Federal Government or any agency thereof resulting from any
21 disallowances or other audit exceptions to the extent that such liability is attributable to
22 CONTRACTOR's failure to perform under this Agreement.

23 26.5 Evaluation Studies

24 CONTRACTOR shall participate, as requested by COUNTY, in research and/or
25 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's
26 services or provide information about CONTRACTOR's project.

27 27. PERSONNEL DISCLOSURE

28 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services

1 through this Agreement, paid and unpaid, including those identified in Paragraph 19 of Exhibit A
2 (hereinafter referred to as “Personnel”).

3 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
4 Personnel providing services hereunder, including résumés and job applications. Changes to the
5 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
6 and/or job application. The list shall include:

7 27.2.1 Names and dates of birth of all Personnel by title, whose direct services are
8 required to provide the programs described herein;

9 27.2.2 A brief description of the functions of each position and the hours each
10 person works each week, or for part-time Personnel, each day or month, as appropriate;

11 27.2.3 The professional degree, if applicable, and experience required for each
12 position; and

13 27.2.4 The language skill, if applicable, for all Personnel.

14 27.3 Where authorized by law, and in a manner consistent with California Government
15 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
16 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
17 offenses. Information discovered subsequent to the hiring or promotion of any prospective
18 Personnel shall be cause for termination from the performance of services under this Agreement.

19 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
20 a clearance on the following public websites of the names and dates of birth for all Personnel who
21 will have direct, interactive contact with clients served through this Agreement: U.S. Department
22 of Justice National Sex Offender Website (www.nsopw.gov) and Megan’s Law Sex Offender
23 Registry (www.meganslaw.ca.gov).

24 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
25 a criminal record background check on all Personnel who will have direct, interactive contact with
26 clients served through this Agreement. Background checks conducted through the California
27 Department of Justice shall include a check of the California Central Child Abuse Index, when
28 applicable. Candidates will satisfy background checks consistent with this Paragraph and their

1 performance of services under this Agreement.

2 27.6 CONTRACTOR shall ensure that clearances and background checks described in
3 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
4 services under this Agreement.

5 27.7 In the event a record is revealed through the processes described in Subparagraphs
6 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
7 Personnel providing services through this Agreement.

8 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
9 provide services under this Agreement have satisfactory past work records and/or reference checks
10 indicating their ability to perform the required duties and accept the kind of responsibility
11 anticipated under this Agreement. CONTRACTOR shall maintain records of background
12 investigations and reference checks undertaken and coordinated by CONTRACTOR for each
13 person assigned to provide services under this Agreement, for a minimum of five (5) years from
14 the date of final payment under this Agreement, or until all pending COUNTY, State, and federal
15 audits are completed, whichever is later, in compliance with all applicable laws.

16 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
17 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
18 Personnel performing services under this Agreement, when such information becomes known to
19 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
20 provide services under this Agreement and shall provide notice of such determination to
21 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
22 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

23 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel
24 performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

25 27.11 COUNTY shall have the right to require CONTRACTOR to remove any person
26 from the performance of services under this Agreement. At the request of COUNTY,
27 CONTRACTOR shall immediately replace said Personnel.

28 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated

1 for cause from working on this Agreement.

2 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
3 27, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
4 terms and conditions of this Agreement.

5 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

20 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

21 29.1 CONTRACTOR certifies it is in full compliance with all applicable federal and State
22 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
23 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout
24 the term of the Agreement with the County of Orange. Failure to comply shall constitute a material
25 breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice
26 from the COUNTY shall constitute grounds for termination of the Agreement.

27 29.2 In the case of an individual contractor or contractor doing business in a form other
28 than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days

1 of the award of this Agreement:

2 29.2.1 His/her name, date of birth, Social Security number, and residence address;
3 or

4 29.2.2 In the case of a contractor doing business in a form other than as an
5 individual, the name, date of birth, Social Security number, and residence address of each
6 individual who owns an interest of ten percent (10%) or more in the contracting entity.

7 29.3 It is expressly understood that this data will be transmitted to governmental agencies
8 charged with the establishment and enforcement of child support orders, and for no other purpose.

9 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

20 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
21 LAW

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

26 32. CONFIDENTIALITY

27 32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
28 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of

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

3 32.2 All records and information concerning any and all persons referred to
4 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
5 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
6 individuals performing services under this Agreement. CONTRACTOR shall require all of its
7 employees, agents, subcontractors, and all other individuals performing services under this
8 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
9 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
10 of this Agreement.

11 32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
12 other individuals performing services under this Agreement of this provision and that any person
13 violating the provisions of said California state law may be guilty of a crime.

14 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to
15 the confidentiality requirements of this Agreement.

16 32.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to
17 Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law, and
18 Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter
19 be amended.

20 32.5.1 No access, disclosure, or release of information regarding a child who is the
21 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
22 in doubt, no such information shall be released without the written approval of a Judge of the
23 Juvenile Court.

24 32.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
25 before allowing any child to be interviewed, photographed, or recorded by any publication or
26 organization, or to appear on any radio, television, or internet broadcast or make any other public
27 appearance. Such approval shall be requested through child's Social Worker.

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1 33. SECURITY

2 33.1 Security Requirements

3 33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
4 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
5 confidentiality that currently exists or exists at any time during the term of this Agreement.
6 CONTRACTOR represents and warrants that it has implemented and will maintain during the
7 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
8 private and confidential client information, to protect against anticipated threats to the security or
9 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
10 use of COUNTY data. Such safeguards and controls shall include at a minimum:

11 33.1.1.1 Storage of confidential paper files that ensures records are
12 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

13 33.1.1.2 Control of access to physical and electronic records to ensure
14 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
15 services.

16 33.1.1.3 Control to prevent unauthorized access and to prevent
17 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

18 33.1.1.4 Firewall protection.

19 33.1.1.5 Use of encryption methods of electronic COUNTY data while in
20 transit from CONTRACTOR networks to external networks, when applicable.

21 33.1.1.6 Measures to securely store all COUNTY data, including, but not
22 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
23 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
24 CONTRACTOR further represents and warrants that it has implemented and will maintain during
25 the term of this Agreement administrative, technical, and physical safeguards and controls
26 consistent with State and federal security requirements.

27 33.2 Security Breach Notification

28 33.2.1 CONTRACTOR shall have policies and procedures in place for the

1 effective management of Security Breaches, as defined below. In the event of any actual,
2 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
3 experiences or learns of that either compromises or could reasonably be expected to comprise
4 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
5 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
6 notification, CONTRACTOR shall, at its own expense, immediately:

7 33.2.1.1 Investigate to determine the nature and extent of the Security
8 Breach.

9 33.2.1.2 Contain the incident by taking necessary action, including, but not
10 limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
11 security.

12 33.2.1.3 Report to COUNTY the nature of the Security Breach, the
13 COUNTY data used or disclosed, the person who made the unauthorized use or received the
14 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
15 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
16 take to prevent future similar unauthorized use or disclosure.

17 33.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
18 determine what actions are necessary in response to the Security Breach and who will perform
19 these actions. Actions may include, but are not limited to: notifications; investigation and
20 remediation costs, including notification of all whose personal information was disclosed; outside
21 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
22 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
23 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
24 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
25 required actions.

26 34. COPYRIGHT ACCESS

27 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have
28 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and

1 hereafter, all material developed under this Agreement, including those covered by copyright.

2 35. WAIVER

3 No delay or omission by either party hereto to exercise any right or power accruing upon
4 any noncompliance or default by the other party with respect to any of the terms of this Agreement
5 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of
6 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other
7 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,
8 condition, or agreement herein contained.

9 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

10 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
11 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
12 commercial advertisement, promotional purposes, announcements, displays, or press releases,
13 without COUNTY's prior written consent is expressly prohibited.

14 36.2 CONTRACTOR may develop and publish information related to this Agreement
15 where all of the following conditions are satisfied:

16 36.2.1 ADMINISTRATOR provides its written approval of the content and
17 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
18 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

19 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
20 a statement that the program, wholly or in part, is funded through County, State, and Federal
21 Government funds;

22 36.2.3 The information does not give the appearance that the COUNTY, its
23 officers, employees, or agencies endorse:

24 36.2.3.1 Any commercial product or service; and

25 36.2.3.2 Any product or service provided by CONTRACTOR, unless
26 approved in writing by ADMINISTRATOR; and

27 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
28 or other publicly available social media sites) to publish information related to this Agreement,

1 CONTRACTOR shall develop social media policies and procedures and have them available to
2 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
3 and Procedures as they pertain to any social media developed in support of the services described
4 within this Agreement. The policy is available on the Internet at
5 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

6 37. REPORTS

7 37.1 CONTRACTOR shall provide information deemed necessary by
8 ADMINISTRATOR to complete any State-required reports related to the services provided under
9 this Agreement.

10 37.2 CONTRACTOR shall maintain records and submit reports containing such data and
11 information regarding the performance of CONTRACTOR's services, costs, or other data relating
12 to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
13 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
14 written notice to CONTRACTOR.

15 38. ENERGY EFFICIENCY STANDARDS

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

18 39. ENVIRONMENTAL PROTECTION STANDARDS

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

24 39.1 No facility to be utilized in the performance of the proposed grant has been listed on
25 the EPA List of Violating Facilities;

26 39.2 It will notify COUNTY prior to award of the receipt of any communication from the
27 Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
28 grant is under consideration to be listed on the EPA List of Violating Facilities; and

1 39.3 It will notify COUNTY and EPA about any known violation of the above laws and
2 regulations.

3 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
4 CERTAIN FEDERAL TRANSACTIONS

5 40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
6 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
7 by the Office of Management and Budget (OMB) and published in the Federal Register dated
8 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
9 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
10 contain, and CONTRACTOR must certify compliance utilizing a form provided by
11 ADMINISTRATOR that cites the following:

12 40.1.1 The definitions and prohibitions contained in the clause at Federal
13 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
14 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
15 B of this certification.

16 40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
17 knowledge and belief as of December 23, 1989, that:

18 40.1.2.1 No federal appropriated funds have been paid or will be paid to
19 any person for influencing or attempting to influence an officer or employee of any agency, a
20 Member of Congress, an officer or employee of Congress, or an employee of a Member of
21 Congress on his or her behalf in connection with the awarding of any federal contract, the making
22 of any federal grant, the making of any federal loan, the entering into of any cooperative
23 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
24 contract, grant, loan or cooperative agreement;

25 40.1.2.2 If any funds other than federal appropriated funds (including profit
26 or fee received under a covered federal transaction) have been paid, or will be paid, to any person
27 for influencing or attempting to influence an officer or employee of any agency, a Member of
28 Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or

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

3 40.1.2.3 He or she will include the language of this certification in all
4 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
5 \$100,000 shall certify and disclose accordingly.

6 40.1.3 Submission of this certification and disclosure is a prerequisite for making
7 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
8 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
9 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
10 and not more than \$100,000, for each such failure.

11 41. POLITICAL ACTIVITY

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

15 42. TERMINATION PROVISIONS

16 42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
17 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
18 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
19 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
20 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
21 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
22 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
23 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
24 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

25 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
26 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
27 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
28 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the

1 parties. During the Transition Period, service and data access shall continue to be made available
2 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
3 transitioning all data in the format determined by COUNTY.

4 42.3 In the event of termination of this Agreement, cessation of business by
5 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
6 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
7 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
8 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
9 Agreement.

10 42.4 The obligations of COUNTY under this Agreement are contingent upon the
11 availability of federal and/or State funds, as applicable, for the reimbursement of
12 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
13 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
14 remains in effect or operation. In the event that such funding is terminated or reduced,
15 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
16 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
17 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
18 notification of such determination. CONTRACTOR shall immediately comply with
19 ADMINISTRATOR's decision.

20 42.5 If any term, covenant, condition, or provision of this Agreement or the application
21 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
22 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
23 thereby.

24 43. GOVERNING LAW AND VENUE

25 This Agreement has been negotiated and executed in the State of California and shall be
26 governed by and construed under the laws of the State of California, without reference to conflict
27 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
28 and exclusive venue shall be a court of competent jurisdiction located in Orange County,

1 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
2 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
3 to waive any and all rights to request that an action be transferred for trial to another county.

4 44. SIGNATURE IN COUNTERPARTS

5 44.1 The parties agree that separate copies of this Agreement may be signed by each of
6 the parties, and this Agreement will have the same force and effect as if the original had been
7 signed by all the parties.

8 44.2 CONTRACTOR represents and warrants that the person executing this Agreement
9 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
10 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
11 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

3 By: Donald Verleur By: _____
4 DONALD VERLEUR CHAIRWOMAN
5 CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
6 OLIVE CREST COUNTY OF ORANGE, CALIFORNIA

7
8 Dated: 3-13-19 Dated: _____
9

10 SIGNED AND CERTIFIED THAT A COPY OF THIS
11 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
12 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
13 ATTEST:

14 _____
15 ROBIN STIELER
16 Clerk of the Board
17 Orange County, California

18 APPROVED AS TO FORM
19 COUNTY COUNSEL
20 COUNTY OF ORANGE, CALIFORNIA
21 By: Carolyn S. Frost
22 DEPUTY

23 Dated: 03/18/19
24
25
26
27
28

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST

TRANSITIONAL HOUSING PLACEMENT PROGRAM SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide Transitional Housing Placement Program (THPP) Services to eligible foster care Youth, between sixteen (16) to eighteen (18) years of age, referred to CONTRACTOR by ADMINISTRATOR pursuant to the terms and conditions set forth herein, in accordance with the Youth’s Admission Agreement and CONTRACTOR’s Program Statement approved by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) and incorporated herein by reference, as it currently exists or may hereafter be amended. The population to be served as defined in this Paragraph shall hereinafter be referred to as “Youth.”

2. DEFINITIONS

2.1 Child and Family Team (CFT) Meeting: A group process facilitated by Social Services Agency (SSA) Children and Family Services (CFS) Division to make decisions critical to a Youth’s well-being, including, but not limited to, decisions to separate a Youth from their family, reunify with family or non-related extended family member (NREFM), or change a placement.

2.2 After-Care Support: Services available to Youth who have completed THPP services.

2.3 Emancipation Mentor: A volunteer mentor who provides guidance and support to Youth for a minimum of one (1) calendar year, at a minimum of two (2) times per month, and at a

1 minimum of two (2) hours per meeting.

2 2.4 Extended Foster Care (EFC): The period of time that provides youth extended time
3 in foster care as NMDs eligible to receive support services pursuant to Assembly Bill 12.

4 2.5 Health and Education Passport (HEP): The form that provides historical and current
5 medical, dental, mental health, and educational information as it pertains to a Youth.

6 2.6 HEP Encounter Form: The form to record the Youth's medical/dental exam
7 information from medical/dental appointments.

8 2.7 Individual Education Plan (IEP): An assessment procedure requested by parents,
9 guardians, school staff, and/or other involved parties, to determine a Youth's educational needs.

10 2.8 Independent Living Program (ILP): A program authorized by the Foster Care
11 Independence Act of 1999 (Public Law 106-169). The ILP provides training, services, and benefits
12 to assist current and former foster youth in achieving self-sufficiency prior to, and after leaving,
13 the foster care system.

14 2.9 Needs and Services Plan: The written plan required by Title 22, California Code of
15 Regulations (CCR), Sections 84068.2 and 84268.2.

16 2.10 Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a foster youth
17 who has attained the age of eighteen (18) years while in foster care and is eligible for Extended
18 Foster Care.

19 2.11 Program Agreement: A written plan between CONTRACTOR, the Youth, and
20 Youth's County Social Worker (SW) and Probation Officer (PO) specifying the THPP
21 expectations, rules, and regulations. The Program Agreement is not a legally binding contract.

22 2.12 Transitional Independent Living Plan (TILP): A plan established by the County SW
23 or PO in collaboration with the Youth to develop and document meaningful and attainable goals
24 that will support the Youth's transition to self-sufficiency and independent living, and meet at least
25 one (1) participation requirement for the Youth to remain eligible for EFC as defined in
26 Subparagraph 2.4 above.

27 2.13 Transitional Planning Conferences (TPCs): A Youth centered, strength based
28 process which brings together people identified by the Youth as their support system. Youth

1 identify their individual goals and participants identify the Youth's strengths and what is needed
 2 to assist Youth in completing goals resulting in a TPC Action Plan that is developed for Youth to
 3 meet educational, employment, housing, and social support needs, and obtain medical
 4 documentation. TPCs may occur at a location other than CONTRACTOR's business office.

5 2.14 Transitional Planning Services Program (TPSP): A department within the CFS
 6 Division of SSA which provides referrals to independent living skills training, services, vocational
 7 assessment, employment preparation and assistance, educational resources, and transitional
 8 housing to Orange County's dependent youth between ages sixteen (16) and twenty-four (24)
 9 years.

10 2.15 Visitors: Volunteers, repairmen, family members, friends, consulting staff, or any
 11 other person who is not a resident or a member of CONTRACTOR's staff.

12 2.16 Casey Life Skills Assessment (CLSA): A tool that assesses the behaviors and
 13 competencies Youth need to achieve their long term goals. It aims to set Youth on their way
 14 toward developing healthy, productive lives. Examples of the life skills CLSA helps Youth self-
 15 evaluate include: maintaining healthy relationships, work and study habits, planning and goal
 16 setting, using community resources, daily living activities, budgeting and paying bills, computer
 17 literacy, and their permanent connections to caring adults.

18 3. ELIGIBILITY REQUIREMENTS

19 3.1 Eligible Youth include those who have been adjudicated as either dependents or
 20 probation wards of the Orange County Juvenile Court pursuant to WIC Sections 300 or 602 up
 21 until the Juvenile Court terminates jurisdiction and who are:

22 3.1.1 Currently placed in out-of-home care under the supervision of SSA or
 23 Probation Department;

24 3.1.2 Pursuing TILP goals;

25 3.1.3 Actively participating in ILP services;

26 3.1.4 Able to demonstrate placement stability for the last six (6) months;

27 3.1.5 Able to provide evidence of regular school and/or work attendance; and

28 3.1.6 Able to successfully complete a required THPP Placement Application

1 describing why the Youth wants to enter the program and what the Youth wants to gain from the
2 program.

3 4. LICENSURE AND COUNTY CERTIFICATION

4 4.1 Current THPP licensure by CDSS CCLD. CONTRACTOR must be in good
5 standing to operate a California THPP facility.

6 4.2 Current CCLD approved THPP Program Statement.

7 4.3 CONTRACTOR shall possess current THPP Certification as set forth under WIC,
8 Section 16522.1(b) and Section 30-911 of the CDSS MPP from the County of Orange.
9 CONTRACTOR shall maintain such certification throughout the term of this Agreement.

10 4.4 Current THPP Certification from the County of Orange.

11 5. PROGRAM STATEMENT

12 5.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised
13 Program Statement as submitted to the CDSS CCLD, or upon ADMINISTRATOR's request,
14 subsequent to the execution of this Agreement. The provisions of the revised Program Statement
15 shall supersede the provisions contained in the previous Program Statement to the extent that they
16 conflict.

17 5.2 CONTRACTOR will provide COUNTY with additional copies of the Program
18 Statement upon request from COUNTY.

19 6. REFERRALS

20 6.1 It is mutually understood that no minimum number of placement referrals is
21 guaranteed, expressed, or implied under this Agreement. CONTRACTOR agrees to provide
22 services regardless of the quantity of placement referrals received. SSA and/or Probation
23 Department shall be the sole source of all referrals for placements to the THPP.

24 6.2 It is mutually understood that, at the sole discretion of the COUNTY, up to twenty
25 (20) eligible Youth may be placed at any one time and in compliance with THPP capacity licensing
26 standards set forth under Title 22, CCR, Section 86000 et. Seq.

27 6.3 CONTRACTOR shall provide services requested by ADMINISTRATOR for the
28 referrals received until the Juvenile Court terminates jurisdiction, or referred Youth: are ready to

1 transition to a lower level of care; reunify with their parent(s); are placed with relatives or non-
2 relative extended family member (NREFM); are placed in a foster home or Foster Family Agency
3 (FFA); enter a Transitional Housing Placement-Plus (THP+) Program, EFC Transitional Housing
4 Placement-Plus Foster (THP+FC) Care Program, or Transitional Housing Placement-Plus (THP+)
5 Host Family Services; or emancipate.

6 7. REFERRAL PROCESS

7 The referral process for the THPP shall be as follows:

8 7.1 TPSP staff will provide the completed THPP Placement Application to the
9 CONTRACTOR with Youth's last medical report, HEP, court dispositions, IEP (if applicable),
10 and the last quarterly school progress report (if available). The SW/PO will also provide any
11 needed background information about the Youth.

12 7.2 CONTRACTOR shall interview Youth regarding Youth's desire to live
13 independently and acquire and improve life and relationship skills. Youth's participation in the
14 THPP shall be on a voluntary basis.

15 7.3 CONTRACTOR shall place the approved Youth in an appropriate housing unit.
16 Should CONTRACTOR determine placement is not appropriate, written placement denial
17 notification shall be submitted to the TPSP Manager citing specific details supporting the decision.
18 CONTRACTOR shall re-evaluate placement referral, if so requested by the TPSP Manager.

19 8. GOALS, STRATEGIES AND OUTCOME OBJECTIVES

20 The goal of THPP services is to provide a safe living environment to assist Youth with
21 learning necessary self-sufficiency skills for successful emancipation upon exiting the foster care
22 system or transitioning to Extended Foster Care.

23 8.1 GOALS

24 CONTRACTOR shall ensure that each Youth participate in and assist Youth in the
25 achievement of the following goals:

26 8.1.1 Employment: Youth will obtain and sustain paid employment.

27 8.1.2 Housing: Youth will have an identified, accessible placement to which to
28 transition to upon graduation from the THPP.

1 8.1.3 Self-Sufficiency: Youth will demonstrate proficiency in essential
2 independent life skills.

3 8.1.4 Education: Youth will complete high school or equivalent.

4 8.1.5 Connections: Youth will have two (2) or more supportive, caring adults for
5 ongoing support separate from CONTRACTOR staff.

6 8.2 STRATEGIES

7 CONTRACTOR shall ensure Youth participate in the following strategies to achieve the
8 goals as described in Subparagraph 8.1:

9 8.2.1 Acquire employment seeking and sustainment skills through guidance and
10 support, exploring career/vocational interests, applying for paid employment, and sustaining paid
11 employment.

12 8.2.2 Acquire skills to seek and sustain housing through guidance and support,
13 exploring accessible housing options, and planning to meet requirements to secure housing.

14 8.2.3 Receive instruction and real-life practice and coaching regarding:

15 8.2.3.1 Finances and money management;

16 8.2.3.2 Self-care and health, including sexual and reproductive health to
17 prevent pregnancy and sexually transmitted infections;

18 8.2.3.3 Establishing and maintaining healthy and positive interpersonal
19 relationships;

20 8.2.3.4 Accessing and utilizing public transportation;

21 8.2.3.5 Community, culture, and social life; and

22 8.2.3.6 Other life skills (e.g., time management, home life, legal,
23 recreation and
24 leisure, cooking, personal hygiene, identity documents, etc.).

25 8.2.4 Receive guidance and support, including development of study and time
26 management skills, to successfully complete high school or equivalent.

27 8.2.5 Receive guidance and support to explore career/vocational interests and
28 develop post-graduation plans.

1 8.2.6 Receive guidance and support to develop and sustain healthy, positive
2 relationships with caring adults (related and/or unrelated) who can offer long-term guidance and
3 support.

4 8.2.7 Complete the Casey Life Skills Assessment for all THPP participants to
5 inform individualized case planning, as well as, to inform program evaluation and continuous
6 quality improvement. CONTRACTOR shall administer the Casey Life Skills Assessment to
7 participants upon admission into THPP, every six months thereafter, and upon exiting THPP.

8 8.3 OUTCOME OBJECTIVES

9 8.3.1 One hundred percent (100%) of participants will be provided Employment
10 Readiness training.

11 8.3.2 One hundred percent (100%) of participants will receive at least three (3)
12 hours of instruction on how to clean an apartment.

13 8.3.3 One hundred percent (100%) of participants will have a housing transition
14 plan upon graduation from the THPP.

15 8.3.4 One hundred percent (100%) of participants will receive financial
16 management training.

17 8.3.5 One hundred percent (100%) of participants will be provided instruction on
18 meal preparation.

19 8.3.6 One hundred percent (100%) of eligible participants will have a state issued
20 identification card if they are eligible.

21 8.3.7 One hundred percent (100%) of participants will be provided tutoring upon
22 acceptance of tutoring services if it is necessary for the completion of high school or equivalent.

23 8.3.8 One hundred percent (100%) of participants will be provided disaster
24 preparedness and readiness training.

25 8.3.9 One hundred percent (100%) of participants will be provided relationship
26 violence awareness training.

27 9. SERVICES TO BE PROVIDED

28 CONTRACTOR shall:

1 9.1 Possess an understanding of the responsibilities, objectives, and requirements of the
2 COUNTY in regard to the care and treatment of the Youth, and work collaboratively with SSA to
3 deliver strength-based, family-friendly, and family-centered services that address the needs of the
4 Youth.

5 9.2 Provide services ordered by the Orange County Juvenile Court, or as determined by
6 the Needs and Services Plan.

7 9.3 Be trained, knowledgeable, and experienced in the needs of the target population,
8 and shall engage in trauma informed practice accordingly.

9 9.4 Follow admission requirements related to medical and dental screening, physical
10 examination, psychological/psychiatric screening, psychotropic medication needs, and
11 immunizations as prescribed by COUNTY, and take Youth's HEP Encounter form to all medical
12 and dental appointments In order to be updated by the appropriate health care provider.

13 9.5 Provide a safe atmosphere and environment while providing services with a
14 concerted effort to prepare the Youth to transition to a lower level of care, reunify with parent(s),
15 obtain placement with relatives, NREFM, foster home, Foster Family Agency (FFA), or enter a
16 Transitional Housing Placement-Plus Program (THP+), EFC Transitional Housing Placement-
17 Plus Foster Care Program (THP+FC), or Transitional Housing Placement-Plus (THP+) Host
18 Family Services, or become emancipated.

19 9.6 Ensure COUNTY policy and Juvenile Court requirements regarding psychotropic
20 medication, administration, documentation, monitoring, and reporting responsibilities are
21 followed.

22 9.7 Maintain the Youths' Personal Rights as set forth in Title 22 Regulations.

23 9.8 Upon intake into the program, Contractor shall communicate the THPP rules and
24 regulations in writing to all participating Youth. CONTRACTOR shall ensure all Youth sign a
25 copy of the document acknowledging their agreement to abide by those rules and regulations.

26 9.9 Develop, implement, and maintain, written Youth discipline policies and procedures
27 in accordance with Title 22, CCR.

28 9.10 Ensure a reasonable and prudent parent standard, pursuant to WIC Section 362.04

1 and 362.05 for Youth to participate in extracurricular, enrichment, and social activities with
2 reasonable determination of the appropriateness of the activity in consideration of the Youth's age,
3 maturity, and developmental level.

4 9.11 Respect the cultural diversity of the Youth, their parent(s) and any other relatives or
5 significant relationship connections, and provide culturally responsive staff as described in
6 Subparagraph 18.2.

7 9.12 Provide bilingual direct service staff as described in Subparagraph 18.4.

8 9.13 Develop a Program Agreement upon placement within two business days in
9 collaboration with Youth, which shall specify the requirements for THPP participation, ensuring
10 each Youth shall indicate by their signature, acknowledgement of the privacy and lifestyle
11 restrictions while participating in the program.

12 9.14 Ensure each Youth has signed a Waiver and Release form prior to entering the THPP
13 acknowledging the Youth's voluntary participation in the program, with the understanding that the
14 Youth will be waiving privacy rights otherwise guaranteed by California law.

15 9.15 Obtain all standard release forms as needed for collateral contacts.

16 9.16 Perform an Intake Summary within thirty (30) days of placement in the program as
17 described in Subparagraph 12.4.

18 9.17 Maintain placement of the Youth on a case-by case basis until CONTRACTOR,
19 SW/PO, and TPSP, in conjunction with SSA CFT meetings, determine that:

20 9.17.1 Youth has achieved all therapeutic and treatment plan goals, and is ready
21 for reunification, transition, or placement to a lower level of care; and

22 9.17.2 An alternate treatment or placement plan is assessed or required to more
23 effectively meet the needs of the Youth and an alternative transition and placement plan is in place.

24 9.18 Meet weekly with each Youth, including, but not limited to, the first three (3) to six
25 (6) months of the program and as often as needed thereafter. Duration shall be determined in
26 collaboration with the SW/PO, Youth, and CONTRACTOR.

27 9.19 Provide supervised housing, case management services, referrals to job preparation
28 and employment services, referrals to treatment services, and general life skills training for Youth.

1 9.20 Facilitate Youth’s development of necessary life skills to maintain and sustain a
2 healthy lifestyle by assisting Youth to:

3 9.20.1 Develop a better understanding of individual relationships and social skills;

4 9.20.2 Maintain a substance-free lifestyle;

5 9.20.3 Develop money management skills to facilitate self-sufficiency;

6 9.20.4 Develop the life skills necessary to secure and maintain permanent housing
7 and employment; and

8 9.20.5 Access and utilize public transportation.

9 9.21 Provide live-in Case Manager for housing unit location(s).

10 9.22 Develop and maintain partnerships with community resources, including
11 Community Based Organizations (CBOs), Faith Based Organizations (FBOs), high schools,
12 community colleges, employers, Family Resource Centers (FRCs), ILP service providers, and
13 housing authorities, to ensure that the Youth succeed in their life goals after exiting the program.

14 9.23 Supportive Services

15 CONTRACTOR shall:

16 9.23.1 Facilitate and support Youth’s access to and utilization of all medical, non-
17 medical, and community resources. Support to include, but not be limited to, personal care
18 services, support networks, and advocating for successful educational, employment, and self-
19 sufficiency experiences for each Youth.

20 9.23.2 Facilitate and/or provide direct trauma informed care, as described in the
21 National Child Traumatic Stress Network (<https://www.nctsn.org/>), when indicated by the
22 Licensed Clinical Case Manager for Youth’s access to and utilization of behavioral health, mental
23 health, and/or alcohol and drug substance abuse counseling and support services. The frequency
24 of services shall be determined as necessary between the treatment provider(s) SW/PO,
25 CONTRACTOR, and/or as ordered by the Orange County Juvenile Court, to ensure Youth’s needs
26 are met.

27 9.23.3 Coordinate as needed with Health Care Agency (HCA) Behavioral Health
28 Services, in addition to the Licensed Clinical Case Manager providing direct counseling services

1 to meet the behavioral, mental health, and/or alcohol and drug substance abuse needs of the Youth,
2 to ensure the following services are provided:

3 9.23.3.1 Initial referrals for counseling and follow-up services per HCA
4 protocol:

5 9.23.3.2 Crisis intervention and crisis management;

6 9.23.3.3 Psychiatric evaluation; and

7 9.23.3.4 Psychotropic medication management.

8 9.23.4 Coordinate, develop, and implement protocol for emergency behavioral and
9 mental health crises, evaluation, intervention, and support during regular business and after-hours.

10 9.23.5 Utilize effective behavioral management model(s)/systems to meet the
11 needs of presenting behavioral, mental health, and/or substance abuse needs of Youth.

12 9.23.6 Utilize a certified behavioral crisis prevention, crisis management, and
13 crisis intervention program approved by COUNTY and CCLD.

14 9.23.7 Coordinate ongoing communication protocol with local law enforcement
15 and emergency services.

16 9.23.8 Provide all programmatic services to disabled Youth, including, but not
17 limited to, specialized and individualized services in consultation with the COUNTY.

18 9.23.9 Provide access to Emancipation Mentor as defined in Subparagraph 2.3.
19 Youth will receive guidance and support for interpersonal and social skills and increase their
20 awareness of resources available to them in and around their community.

21 9.23.10 Provide instruction of and model conflict resolution and problem solving
22 skills, effective communication and listening skills, and critical and creative thinking skills
23 emphasizing personal responsibility and self-discipline.

24 9.23.11 Encourage and assist Youth in the completion of a high school diploma or
25 equivalent such as General Equivalency Diploma (GED), if applicable.

26 9.23.12 Assist Youth in seeking employment and communicate with Youth on a
27 daily basis to monitor Youth's job search to provide support and assistance as needed to facilitate
28 Youth's linkages to youth employment programs, Workforce Investment Boards (WIBs), and

1 other job search, career, and vocational resources.

2 9.23.13 Encourage and assist Youth who are high school graduates to seek higher
3 education for the purpose of expanding future employment opportunities.

4 9.23.14 Provide training on healthy interpersonal relationships, health, sexual and
5 reproductive health education, parenting, personal safety, hygiene, medical health issues, alcohol,
6 drugs and tobacco, anger management, budget and financial management, banking, nutrition and
7 cooking, shopping, and other educational topics as they are identified.

8 9.23.15 Participate in TPC's as defined in Subparagraph 2.13 at the request of
9 Youth.

10 9.23.16 Provide transportation, including, but not limited to, medical appointments,
11 mental health appointments, employment activities, educational activities, etc., as needed.

12 9.24 ADDITIONAL CONTRACTOR RESPONSIBILITIES

13 CONTRACTOR shall provide basic and personal needs as appropriate, including,
14 but not limited to:

15 9.24.1 Clothing/Clothing Allowance:

16 9.24.1.1 Provide clothing items that are requested by COUNTY within
17 three (3) calendar days of the Youth's initial placement date.

18 9.24.1.2 Provide a monthly clothing allowance of no less than seventy-five
19 dollars (\$75.00) to purchase clothing necessary to meet each Youth's needs.

20 9.24.1.3 Maintain receipts for all clothing purchases in Youth's record.

21 9.24.1.4 Maintain an inventory list of each Youth's clothing and personal
22 property which will be initiated at the time of placement, and reviewed and updated at least
23 annually and upon termination of placement. Inventory lists shall be maintained in the Youth's
24 case file.

25 9.24.1.5 Ensure that clothing and other personal items purchased for Youth
26 becomes the property of the Youth and is retained by Youth when placement is terminated.

27 9.24.1.6 Ensure that each Youth take their clothing, clothing allowance,
28 personal property, and valuables with them when they exit the program. If this is not possible,

1 clothing and personal property shall immediately be stored separately and securely for each
2 individual Youth by CONTRACTOR for a maximum period of thirty (30) days, after which it
3 shall be delivered to Youth's SW/PO. CONTRACTOR shall supply an appropriate method of
4 transport for clothing and personal property, such as luggage or canvas type duffel bags, at
5 termination of placement.

6 9.24.2 Personal Needs:

7 9.24.2.1 Provide personal care items, including, but not limited to,
8 toothpaste, toothbrush, soap, hair care items, and hygienic supplies appropriate for each Youth's
9 specific needs.

10 9.24.2.2 Personal items shall be the property of each Youth and shall be
11 retained by Youth upon termination of placement.

12 9.24.2.3 Provide clean, fresh towels, mattress pad, pillows, sheets and
13 blankets in sufficient number to assure cleanliness and warmth.

14 9.24.3 Food:

15 9.24.3.1 Ensure Youth will receive an adequate and balanced diet as
16 required by Title 22. In addition, maintain the following minimum emergency supplies per Youth
17 on the premises:

18 9.24.3.2 One (1) week supply of staple nonperishable foods;

19 9.24.3.3 Two (2) day supply of fresh perishable foods; and

20 9.24.3.4 A minimum of five (5) day supply of at least one (1) gallon of
21 water per Youth.

22 9.24.4 Allowances:

23 9.24.4.1 Provide each Youth with an allowance sufficient for Youth to
24 purchase food and other necessities.

25 9.25 Safeguards for Cash Resources, Personal Property and Valuables:

26 9.25.1 In accordance with Title 22, CCR Section 80026, Division 6,
27 CONTRACTOR shall assist each Youth in keeping cash resources, personal property, and
28 valuables separate and intact. CONTRACTOR shall maintain accurate records of such resources.

1 9.25.2 In the event that Youth is employed, CONTRACTOR shall assist Youth in
2 setting up a bank account to the satisfaction of the Youth's County SW/PO. Youth's funds shall
3 not be commingled with CONTRACTOR's funds or petty cash.

4 9.26 Termination Policies:

5 9.26.1 Youth shall be subject to CONTRACTOR's termination policies and may
6 be terminated from the program for including, but not limited to, the following reasons:

7 9.26.1.1 Failure to follow the TILP or Program Agreement;

8 9.26.1.2 Involvement in illegal activities (e.g., use of alcohol, drugs, theft,
9 assault, etc.);

10 9.26.1.3 Destruction of property;

11 9.26.1.4 Participation in high risk or unsafe behavior;

12 9.26.1.5 Continual misuse of allowance or personal money without signs
13 of growth;

14 9.26.1.6 Violation of visitation policy;

15 9.26.1.7 Making threats of any nature to CONTRACTOR staff or other
16 program Youth;

17 9.26.1.8 Eviction by landlord;

18 9.26.1.9 Absent Without Leave (AWOL) status;

19 9.26.1.10 Behavior or misconduct that jeopardizes the Youth's individual,
20 or other participant's, personal safety or success in the program;

21 9.26.1.11 Committing arson; and

22 9.26.1.12 Administrative action resulting in Youth's services being
23 suspended (e.g., termination of dependency, etc.).

24 9.26.2 CONTRACTOR may terminate Youth from the program upon fourteen
25 (14) calendar days' advance written notice to the Youth, SW/PO and TPSP Manager.
26 CONTRACTOR shall review termination decisions with the TPSP Manager upon request. The
27 TPSP Manager will make the final decision regarding Youth's termination from the program
28 which shall be binding on CONTRACTOR.

1 9.27 Removal or Transfer of Youth:

2 9.27.1 Notwithstanding any other provision, COUNTY may, in its sole discretion,
3 remove, with or without stating cause, any or all Youth placed with CONTRACTOR at any time.

4 9.27.2 Except in an emergency, no Youth shall be moved or transferred from one
5 facility to another facility of CONTRACTOR without prior authorization from Youth's SW/PO.

6 9.28 After-Care:

7 9.28.1 After-care support services shall be offered to the Youth for a minimum of
8 one (1) year after exiting the program. At minimum, after-care support services will include
9 monthly support groups and service referrals, as needed, to address the Youth's needs.

10 9.28.2 CONTRACTOR will offer incentives for Youth to participate in post-
11 evaluation program once a year for two (2) years after Youth exit the program. The
12 CONTRACTOR will evaluate the Youth's progress and success by requesting the Youth to answer
13 questions regarding the following:

14 9.28.2.1 Education;

15 9.28.2.2 Employment/Career;

16 9.28.2.3 Financial/Budgeting;

17 9.28.2.4 Health/Medical/Insurance;

18 9.28.2.5 Housing;

19 9.28.2.6 Independent Living Skills; and

20 9.28.2.7 Permanency/Circle of Support.

21 9.28.3 CONTRACTOR will provide ADMINISTRATOR any and all completed
22 post-evaluations upon request.

23 9.29 Absence Report:

24 9.29.1 An authorized absence from the program is one to which Youth's SW/PO
25 has authorized and/or has mutual agreement for absence with CONTRACTOR.

26 9.29.2 In the case of any other absence, CONTRACTOR shall immediately
27 telephone Youth's SW/PO, the TPSP Manager or designee, the local law enforcement agency,
28 CCLD, and Youth's parent(s)/guardian(s), if applicable. Written notification from

1 CONTRACTOR shall be received within twenty-four (24) hours thereafter by Youth's SW/PO.

2 9.29.3 Following the return of a Youth's unauthorized absence, CONTRACTOR
3 shall immediately notify the Youth's SW/PO, the TPSP Manager or designee, the local law
4 enforcement agency, CCLD, and the Youth's parent(s)/guardian(s), if applicable.

5 9.29.4 CONTRACTOR shall provide an evaluation and intervention plan for the
6 Youth that emphasizes the significance of their unauthorized absence to minimize and decrease
7 future unauthorized absences. The intervention plan shall be documented in the Youth's case file.

8 9.29.5 CONTRACTOR shall maintain a record of authorized and unauthorized
9 absences in the Youth's case file.

10 9.30 Youth Records:

11 9.30.1 CONTRACTOR shall prepare and maintain accurate and complete records
12 of each Youth as required by CCLD and ADMINISTRATOR. Records of Youth shall be subject
13 to the confidentiality provisions of any applicable policies and orders of the Orange County
14 Juvenile Court and WIC Section 827 et. seq. Youth's records shall include, but not be limited to:

15 9.30.1.1 Placement agreement;

16 9.30.1.2 Statement of any known or suspected dangerous behavior;

17 9.30.1.3 Social history report;

18 9.30.1.4 TILP and Program Agreement;

19 9.30.1.5 Youth financial information, including revenues and
20 disbursements for material provided by ADMINISTRATOR and signed for by Youth, and
21 allowances received by and signed for by Youth;

22 9.30.1.6 Reports on interviews with Youth;

23 9.30.1.7 Progress notes and school performance;

24 9.30.1.8 Special Incident Reports;

25 9.30.1.9 Clinical notes on services provided by treatment professionals;

26 9.30.1.10 Medical/dental records of visits/treatment, including a copy of a
27 physical that is less than one (1) year old; and

28 9.30.1.11 Medication log as required by Title 22, CCR.

1 9.31 County Records:

2 9.31.1 Upon denial of a referral for the THPP, CONTRACTOR will immediately
3 return all documents furnished by COUNTY to SW/PO.

4 9.31.2 Upon completion or termination of Youth's participation in the program,
5 CONTRACTOR shall return all original records furnished by ADMINISTRATOR to SW/PO if
6 requested. Records shall be provided within thirty (30) days of request.

7 10. FACILITY REQUIREMENTS

8 10.1 CONTRACTOR shall provide supervised housing units in cities located within
9 Orange County which may include apartments, condominiums, or single family dwellings leased
10 or owned and coordinated by CONTRACTOR.

11 10.2 CONTRACTOR shall ensure all housing units:

12 10.2.1 Have reasonable access to public transportation to schools, employment,
13 supportive services, shopping, medical care, and community resources;

14 10.2.2 Include a private and furnished bedroom for each Youth with a minimum
15 of two (2) bedrooms in each unit. Two (2) Youth may share one (1) bedroom in a unit. No more
16 than four (4) Youth shall be housed in a two (2) bedroom unit;

17 10.2.3 Have an approved commercially manufactured and functioning smoke
18 detector and carbon dioxide (CO₂) detector installed in hallways and in each Youth's sleeping area;

19 10.2.4 Have a functioning telephone for Youth which may be restricted to local
20 phone calls;

21 10.2.5 Have functioning utilities such as water, electricity, gas, and heating.
22 CONTRACTOR shall ensure Youth are oriented to the usage and safe operation of these utilities;
23 and

24 10.2.6 CONTRACTOR's staff shall reside on-site.

25 11. HOURS OF OPERATION

26 11.1 CONTRACTOR shall provide services during hours that are responsive to the needs
27 of the target population as determined by COUNTY. At a minimum, CONTRACTOR shall
28 provide services during business days Monday through Friday, from 8:00 a.m. to 5:00 p.m., and

1 be available twenty-four (24) hours per day, seven (7) days per week, to provide direction and
2 assist in handling crisis and emergency situations.

3 11.2 CONTRACTOR shall maintain a holiday schedule consistent with County's holiday
4 schedule: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
5 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving
6 Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR will obtain prior,
7 written approval from COUNTY for holiday(s) in excess of those listed above. Failure of
8 CONTRACTOR to obtain such approval shall result in CONTRACTOR incurring upon itself all
9 fiscal obligations related to non-County holiday(s) and shall be deemed in material breach of
10 Agreement for services not provided by CONTRACTOR during unapproved holiday(s).

11 12. REPORTING REQUIREMENTS

12 CONTRACTOR shall prepare and submit various written reports to COUNTY in a format
13 approved by ADMINISTRATOR, with various report due dates, and prepare and submit written
14 statistical data into various COUNTY electronic data systems as determined by COUNTY,
15 including, but not limited to:

16 12.1 A monthly population census report, including, but not limited to, entry and exit date
17 of Youth and any other statistical data as requested by ADMINISTRATOR, by the tenth (10th)
18 calendar day of each month, for services provided in the previous month.

19 12.2 A monthly tracking report indicating overall program progress, including individual
20 progress breakdown of each Youth for each outcome objective described in Subparagraph 8.3, by
21 the tenth (10th) calendar day of each month, for services provided in the previous month.

22 12.3 An annual cumulative tracking report indicating overall program progress of each
23 outcome objective described in Subparagraph 8.3, within thirty (30) calendar days after each yearly
24 contract cycle of July 1 through June 30 for services provided.

25 12.4 Intake Summary: The Intake Summary shall be completed within thirty (30)
26 calendar days of placement in the program and shall be maintained in the Youth's case file. The
27 Intake Summary shall include, but is not limited to:

28 12.4.1 Identification of Youth's strengths;

- 1 12.4.2 Medical and dental needs;
- 2 12.4.3 Psychological/psychiatric evaluations obtained;
- 3 12.4.4 Case staffing review summaries;
- 4 12.4.5 Educational assessment;
- 5 12.4.6 Peer adjustment;
- 6 12.4.7 Relationship with CONTRACTOR staff;
- 7 12.4.8 Involvement in recreation programs;
- 8 12.4.9 Behavioral problems;
- 9 12.4.10 Motivators, triggers, means of de-escalation; and
- 10 12.4.11 Involvement/relationship with parent(s), relatives, NREFMs, significant
- 11 relationship connections, and important persons.

12 12.5 Needs and Services Plan: Shall be developed in partnership with the Youth and all

13 of the Youth's treatment providers, including the SW/PO, within thirty (30) calendar days of the

14 Youth's placement in the program. CONTRACTOR shall prepare and submit a signed copy of

15 the plan, including Youth's signature, to the Youth's SW/PO, within seven (7) calendar days of

16 completion. A progress report identifying the Youth's strengths and progress in stepping down to

17 a lower level of care shall be prepared by CONTRACTOR with signatures and submitted to the

18 Youth's SW/PO every three (3) months thereafter. The plan shall be based on information,

19 including, but not limited to, the following:

- 20 12.5.1 Review of the HEP and HEP Encounter form;
- 21 12.5.2 Placement information;
- 22 12.5.3 Service needs of the Youth's family structure and permanency plan; and
- 23 12.5.4 Utilization of the TILP and Program Agreement.

24 12.6 Monthly Progress Report: Shall be submitted to the Youth's SW/PO by the tenth

25 (10th) calendar day of each month, for services provided in the previous month. These progress

26 reports shall include, but not be limited to:

- 27 12.6.1 Progress towards accomplishing long-range goals, short-term objectives,
- 28 and tasks;

1 12.6.2 Identification of Youth’s unmet needs, assessment of unmet needs, and
2 efforts made to meet these needs;

3 12.6.3 Reassessment of Youth’s adjustment to the THPP;

4 12.6.4 Current status of Youth’s physical and psychological health, report of
5 medical care received, and medication given;

6 12.6.5 Modification of the TILP and/or Program Agreement, and as necessary, the
7 tasks to be performed and changes in the anticipated length of placement;

8 12.6.6 A record of any serious behavioral, mental health, or medical issues and
9 how these issues were addressed, including Youth’s responses;

10 12.6.7 A record of parental contacts, conferences, and visits, contacts with
11 relatives and friends so far as they are made known, and any significant reaction thereto openly
12 displayed by Youth;

13 12.6.8 A record of telephonic and/or face-to-face contacts with Youth’s County
14 SW/PO during the month;

15 12.6.9 The dates of contacts with treatment providers, including, but not limited
16 to, psychiatrist(s), psychologist(s), MFT’s, and/or LCSW’s, during the month; and

17 12.6.10 CONTRACTOR shall also make available to the Youth’s SW/PO, copies
18 of any pertinent information such as school reports, medical reports, and psychological/psychiatric
19 reports.

20 12.7 Six Month Progress Report: Shall be submitted every six (6) months to the Youth’s
21 SW/PO by the tenth (10th) calendar day of the required reporting month. These progress reports
22 shall include, but not be limited to:

23 12.7.1 Progress towards accomplishing long-range goals, short-term objectives,
24 and tasks;

25 12.7.2 Identification of Youth’s unmet needs, assessment of unmet needs, and
26 efforts made to meet these needs;

27 12.7.3 Reassessment of Youth’s adjustment to the THPP;

28 12.7.4 Current status of Youth’s physical and psychological health, report of

1 medical care received, and medication given;

2 12.7.5 Modification of the TILP and/or Program Agreement, and as necessary, the
3 tasks to be performed and changes in the anticipated length of placement;

4 12.7.6 A record of any serious behavioral, mental health, or medical issues and
5 how these issues were addressed, including Youth's responses;

6 12.7.7 A record of parental contacts, conferences, and visits, contacts with
7 relatives and friends so far as they are made known, and any significant reaction thereto openly
8 displayed by the Youth;

9 12.7.8 A record of telephonic and/or face-to-face contacts with Youth's SW/PO
10 during the six-month period; and

11 12.7.9 The dates of contacts with treatment providers, including but not limited to,
12 psychiatrist(s), psychologist(s), MFT's, and/or LCSW's during the six-month period.

13 12.8 Termination Summary: Shall be submitted to the Youth's SW/PO, within thirty (30)
14 calendar days of successful completion or termination of Youth's placement, consisting of a
15 closing summary of all issues regularly reported in the Monthly Progress Reports, including, but
16 not limited to:

17 12.8.1 Name, address, and phone number of location, and person(s) Youth was
18 discharged/placed to, and date of discharge;

19 12.8.2 Records relating to treatment provided to Youth;

20 12.8.3 Any monies (i.e., allowances, savings) owed to the Youth; and

21 12.8.4 An inventory list of the Youth's personal belongings and clothing.

22 12.8.5 The Youth shall sign the Termination Summary in agreement with the
23 identification of personal belongings and clothing released to the Youth when exiting the program.

24 12.9 Serious Illness, Accident/Injury, Hospitalization, or Death:

25 12.9.1 CONTRACTOR will immediately telephone Youth's SW/PO, and the
26 TPSP Manager or designee, upon CONTRACTOR becoming aware of any serious illness,
27 accident/injury, hospitalization, or death of any Youth in CONTRACTOR's care. In the event
28 CONTRACTOR is unable to reach the above listed parties, CONTRACTOR will make person-to-

1 person notification by calling SSA/Orangewood Children and Family Center (OCFC) Intake or
2 Probation Department/Juvenile Hall. This verbal report will be followed by a written report within
3 twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death.

4 12.9.2 The verbal and written report will include, but not be limited to:

5 12.9.2.1 The name and date of birth of Youth;

6 12.9.2.2 The date, time, and location of serious illness, accident/injury
7 hospitalization, or death;

8 12.9.2.3 A complete, concise description of the incident, including the
9 identities of all parties involved in the incident;

10 12.9.2.4 The program under which Youth was participating; and

11 12.9.2.5 All names of CONTRACTOR's officers, employees, agents,
12 subcontractors, or volunteer staff who have knowledge of the event/incident.

13 12.10 Special Incidents:

14 12.10.1 CONTRACTOR will immediately telephone Youth's SW/PO, and the
15 TPSP Manager and/or designee, if any of the following occurs:

16 12.10.1.1 School takes suspension action or Youth has unauthorized school
17 absences;

18 12.10.1.2 Any behavior or activities by any Youth which substantially
19 disrupts activities within CONTRACTOR's facility and jeopardizes the status, safety, and health
20 of Youth placed by COUNTY;

21 12.10.1.3 Any behavior or activities by any volunteer or CONTRACT staff
22 while on duty which substantially disrupts activities within CONTRACTOR's facility and
23 jeopardizes the status, safety, or health of Youth placed by COUNTY; and

24 12.10.1.4 Any other behavior or activity by Youth or CONTRACTOR's
25 staff not listed above which is required to be reported to CCLD and COUNTY.

26 12.10.2 This verbal report will be followed by the submission of a written Special
27 Incident Report (SIR) form approved by COUNTY, to the SW/PO and TPSP Manager and/or
28 designee, within three (3) calendar days of the incident via the CFS SIR Fax Line at (714) 940-

1 3961 and/or the Secure Communication Management System (SCMS) or the Probation
2 Department SIR Fax Line at (714) 935-7725.

3 12.10.3 CONTRACTOR will comply with the “Special Incident Reporting
4 Guidelines for Residential Facilities, Group Home, Small Family Home and Foster Family
5 Agency,” developed by CDSS CCLD, and incorporated herein by reference, as it currently exists
6 or may hereafter be amended.

7 12.10.4 CONTRACTOR shall follow the verbal report with the submission of an
8 electronic Special Incident Report within twenty-four (24) hours after such serious illness,
9 accident/injury, hospitalization, or death occurs. CONTRACTOR shall submit the Special
10 Incident Report via facsimile within twenty-four (24) hours of the incident via the CFS Special
11 Incident Report Fax Line at (714) 940-3961 or the Secure Communication Management System
12 (SCMS).

13 12.10.5 CLSA Reporting: CONTRACTOR shall administer the CLSA to
14 participants upon admission into THPP, every six months thereafter, and upon exiting THPP. The
15 Contractor will generate a report(s) of the results and shall provide COUNTY a copy of the
16 report(s) upon request.

17 13. HANDLING COMPLAINTS

18 CONTRACTOR shall:

19 13.1 Develop, operate, and maintain procedures for receiving, investigating, and
20 responding to complaints, including Civil Rights complaints, requests for COUNTY reviews,
21 negative comments, and other complaints relating to the THPP filed by Youth, other contract
22 service providers, community organizations, and the public.

23 13.2 Maintain a log for identification and response to complaints. When complaints
24 cannot be resolved informally, a system of follow-through will be instituted which adheres to
25 formal plans for specific actions and strict time deadlines. Ideal responses to complaints should
26 occur within two (2) business days.

27 13.3 For Civil Rights complaints, CONTRACTOR shall refer to Subparagraph 9.4 of this
28 Agreement.

1 13.4 Identify issues with potential legal implications, and review any such cases with
2 designated COUNTY staff prior to responding to the complaints.

3 13.5 Provide to COUNTY, in a form approved by ADMINISTRATOR, information
4 pertaining to complaints, including CONTRACTOR's response, as described in Subparagraph
5 13.1, within ten (10) business days of the complaint. CONTRACTOR shall provide a summary
6 of all complaints and/or negative comments as prescribed and in a format approved by
7 ADMINISTRATOR.

8 14. CONTRACTOR PERFORMANCE MONITORING

9 14.1 CONTRACTOR's performance shall be monitored and reviewed by
10 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of
11 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in
12 providing the information necessary for performance monitoring. ADMINISTRATOR may use a
13 variety of inspection methods to evaluate CONTRACTOR's performance, including, but not be
14 limited to, the following:

15 14.1.1 ADMINISTRATOR will inspect CONTRACTOR cases and applicable
16 data reports to ensure compliance with the outcome objectives as described in Subparagraph 8.3,
17 of this Exhibit A;

18 14.1.2 Random sampling of program activities, including a review of case files;

19 14.1.3 Activity checklists and random observations;

20 14.1.4 Inspection of output items on a periodic basis as deemed necessary; and

21 14.1.5 Participant complaints and/or participant questionnaires.

22 14.2 If it is determined that the services were not performed in accordance with this
23 Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require
24 a corrective action plan. CONTRACTOR shall, within the time period specified in any such
25 corrective action plan, remedy the performance defects.

26 14.3 CONTRACTOR shall cooperate with COUNTY in providing the information
27 necessary for performance monitoring and with authorized state or federal representatives who
28 may audit program services. Performance evaluation meetings shall be conducted as deemed

1 necessary by ADMINISTRATOR.

2 15. QUALITY CONTROL

3 15.1 Throughout the term of this Agreement, CONTRACTOR shall establish and utilize
4 a comprehensive Quality Control Plan (QCP) in a format approved by ADMINISTRATOR, to
5 monitor the level of program service and quality. The QCP shall be effective on the start date of
6 this Agreement and shall be updated and resubmitted for ADMINISTRATOR approval when
7 changes occur. The QCP will include, but not be limited to, the following:

8 15.1.1 The method for ensuring the services, deliverables, and requirements
9 defined in this Agreement are being provided at or above the level of quality per this Agreement;

10 15.1.2 The method for assuring that CONTRACTOR staff rendering services
11 under this Agreement have the necessary qualifications;

12 15.1.3 The method for identifying and preventing deficiencies in the quality of
13 service as defined by COUNTY policy;

14 15.1.4 The method for providing ADMINISTRATOR with a copy of
15 CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve
16 identified problems;

17 15.1.5 Items/areas to be inspected on either a scheduled or unscheduled basis, how
18 often inspections shall be accomplished, and the title of the individual(s) who shall perform the
19 inspections;

20 15.1.6 Specific methods for identifying and preventing deficiencies in the quality
21 of service performed, before the level of performance becomes unacceptable;

22 15.1.7 Maintenance of a file of all inspections conducted by CONTRACTOR and,
23 if necessary, the corrective action taken; and

24 15.1.8 Method for continuing services in the event of a man-made or natural
25 disaster.

26 16. BUSINESS CONTINUITY PLAN

27 16.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that
28 identifies how CONTRACTOR shall continue to provide services after a business interruption,

1 including but not limited to, a man-made or natural disaster. The BCP will include a Disaster
2 Preparedness and Response Plan and shall be submitted to COUNTY within thirty (30) days after
3 the commencement of this Agreement.

4 16.2 The Disaster Preparedness and Response Plan shall include, but not be limited to,
5 the following:

6 16.2.1 Evacuation protocols and procedures that include the CONTRACTOR's
7 responsibility for the safety, relocation, and tracking of all Youth in CONTRACTOR's care during
8 any disaster event.

9 16.2.2 Notification to be made to ADMINISTRATOR with regard to Youth's
10 welfare, including the provision of on-site emergency contact information.

11 16.2.3 Provisions for maintaining court ordered services during a disaster.

12 16.2.4 Protection and recovery of Youth's records.

13 16.2.5 Provision of crisis-response services to Youth such as crisis counseling,
14 medical needs, both through the provision of prescribed medications, or through the provision of
15 emergency medical services.

16 16.2.6 Disaster response training for CONTRACTOR staff.

17 17. STAFF TRAINING

18 17.1 CONTRACTOR shall participate in training(s) that COUNTY determines to be
19 mandatory, including, but not limited to, annual Child Abuse and Dependent/Elder Abuse
20 Reporting trainings.

21 17.2 CONTRACTOR shall conduct subsequent training(s) for its staff, and shall:

22 17.2.1 Provide ongoing staff training and assistance to its staff to ensure that all
23 assignments are effectively handled.

24 17.2.2 Develop a training program to educate its staff on the characteristics of the
25 Youth placed in the THPP.

26 17.2.3 Ensure that its staff will participate in trauma informed training and engage
27 in trauma informed practice accordingly.

28 17.2.4 Ensure that its staff receives training in understanding cultural differences

1 among groups of participants, and recognizes and effectively intervenes to overcome any language
2 and/or cultural barriers in service delivery that may be evident.

3 17.2.5 Maintain a log of in-house training activities and participants in compliance
4 with Title 22 Regulations. This log shall be made available to COUNTY upon request.

5 18. STAFFING REQUIREMENTS

6 18.1 CONTRACTOR staff must meet the requirements set forth in Title 22 Regulations.

7 18.2 All services must be linguistically and culturally responsive to the Youth served.
8 Although English is the predominant language spoken, there are Youth whose primary language
9 is not English (i.e., Spanish or Vietnamese).

10 18.3 All direct service staff shall speak, read, and write in English, with the ability to
11 prepare clear, complete, concise written and verbal reports in English.

12 18.4 Bilingual Direct Service staff shall speak, read, and write the specified second
13 language (i.e., Spanish or Vietnamese) in which services are to be delivered and shall be available
14 to provide such services to the Youth.

15 18.5 Bilingual staffing ratios shall be maintained in accordance with the language needs
16 of the target population.

17 18.6 All direct service staff shall:

18 18.6.1 Be proficient in the use of personal computers and Microsoft Windows
19 (Word, Excel, and Outlook).

20 18.6.2 Be trained, knowledgeable, and experienced in the needs of the target
21 population.

22 18.6.3 All staff residing or working in the THPP shall be employees of
23 CONTRACTOR, and shall:

24 18.6.4 Maintain confidentiality;

25 18.6.5 Be available twenty-four (24) hours per day, seven (7) days per week, for
26 crisis intervention and support with emergency telephone number(s) provided to each Youth who
27 may call for assistance;

28 18.6.1 Submit fingerprints to, and receive clearance by, the Department of Justice

1 for criminal background clearance check;

2 18.6.2 Receive clearance from a Child Abuse Clearance Index check;

3 18.6.3 Receive clearances from the public websites as described in Subparagraph
4 27.5, with negative results;

5 18.6.4 Receive clearances from the Department of Justice and the Child Abuse
6 Clearance Index as described in Subparagraph 27.5, with negative results;

7 18.6.5 Provide a drug screen with proof of negative results;

8 18.6.6 Pass a physical examination;

9 18.6.7 Complete a tuberculosis screening test with proof of negative results;

10 18.6.8 Possess Basic First Aid and Cardiopulmonary Resuscitation Certification
11 (CPR); and

12 18.6.9 Possess a valid California State driver's license with acceptable driving
13 record, as determined by CONTRACTOR's insurance carrier, and verified clearance from the
14 California Department of Motor Vehicles.

15 19. STAFF

16 19.1 CONTRACTOR shall employ the following described Administrative and Direct
17 Service positions at the specified full-time equivalent (FTE):

18 Administrative Position:

19 19.2 Residential Program Manager: 1.0 FTE

20 Duties:

21 19.2.1 Direct the planning, implementation, and coordination of all policies and
22 procedures of the THPP.

23 19.2.2 Monitor and ensure compliance with all Title 22, CCR standards.

24 19.2.3 Facilitate, oversee, and monitor placement referrals from the COUNTY in
25 collaboration with CONTRACTOR staff and the Licensed Clinical Case Manager.

26 19.2.4 Oversee and monitor discharge planning, termination, and placements in
27 collaboration with CONTRACTOR staff.

28 19.2.5 Oversee development, implementation, and monitoring of all services

1 provided.

2 19.2.6 Manage the day-to-day program operations, including budgeting,
3 administration, program activities, facility maintenance, staff development, and training, and
4 provide supervision to all applicable CONTRACTOR's direct service staff.

5 19.2.7 Oversee and monitor the quality of service delivery for all services
6 provided.

7 19.2.8 Monitor coordination of referrals to HCA Behavioral Health Services in
8 accordance with HCA referral protocol for behavioral, mental health, alcohol and substance abuse,
9 and psychiatric and medication services. Monitor follow-up and collaboration with HCA for
10 ongoing services and any medication needs of the Youth.

11 19.2.9 Coordinate, develop, and implement protocol and procedures for
12 emergency medical, behavioral, mental health, alcohol and drug abuse crises, evaluation,
13 intervention, and support during regular business, and after-hours.

14 19.2.10 Oversee and monitor appropriate utilization of certified behavioral crisis
15 prevention, crisis management, and crisis intervention program compliance.

16 19.2.11 Notify ADMINISTRATOR of any problematic situations in a timely
17 manner.

18 19.2.12 Oversee completion and delivery of required reports to ADMINISTRATOR
19 in a timely manner.

20 19.2.13 Maintain oversight of Youth's case files in accordance with CCLD, Title 22
21 Regulations.

22 19.2.14 Attend and participate in all required COUNTY meetings.

23 19.2.15 Establish and maintain collaborative relationships and partnerships with
24 local community resource providers.

25 19.2.16 Ensure the health, safety, and well-being of Youth.

26 19.2.17 Maintain oversight of any visitors to the THPP housing units.

27 19.2.18 Direct and facilitate the correction of deficiencies and quality improvement
28 efforts.

1 19.2.19 Maintain oversight of After-Care Support resources.

2 19.2.20 Provide ongoing and timely communication with the COUNTY.

3 19.2.21 Identify, locate, and coordinate all functions of leased or owned housing
4 unit properties and furnishing of housing units.

5 19.2.22 Manage CONTRACTOR's relationship with property managers.

6 19.2.23 Facilitate property maintenance requests.

7 19.2.24 Inspect housing units at the time of move-in and move-out; conduct
8 monthly maintenance checks for safety and/or damages; and coordinate emergency repairs in
9 accordance with tenant's rights.

10 19.2.25 Be available twenty-four (24) hours per day, seven (7) days per week, to
11 provide direction and assist in handling crisis and emergency situations.

12 Minimum Qualifications:

13 19.2.26 Master's Degree from an accredited college/university in Human Services,
14 Behavioral Science, Psychology, or related field.

15 19.2.27 Four (4) years of experience in a residential child care setting, including
16 case management duties related to the target population.

17 19.2.28 Excellent written and oral communication skills, organizational,
18 management, and leadership skills.

19 Direct Services Positions:

20 19.3 Live-In Case Manager: 1.0 FTE

21 Duties:

22 19.3.1 Reside on-site during scheduled work hours.

23 19.3.2 Ensure compliance with Title 22, CCR.

24 19.3.3 Maintain accurate daily records and reports on Youth's progress and
25 prepare or assist in completion of required records, reports, and correspondence.

26 19.3.4 Maintain accurate financial records, including, but not limited to, receipts
27 of all funds spent.

28 19.3.5 Participate in CONTRACTOR team meetings and assist with the

1 assessment and determination of individual treatment needs of the Youth.

2 19.3.6 Meet with Youth at minimum on a weekly basis to discuss case
3 management goals.

4 19.3.7 Provide supervision, support, guidance, counseling, mentoring, and
5 promote self-sufficiency of Youth.

6 19.3.8 Engage Youth in positive interactions and model appropriate listening and
7 communication skills.

8 19.3.9 Provide instruction to Youth in the domains of budgeting and finance,
9 housekeeping, hygiene, meal planning and preparation, healthy relationship skills, problem
10 solving, and general life skills.

11 19.3.10 Implement and monitor the Youth's TILP and Program Agreement.

12 19.3.11 Ensure appropriate and timely medical attention for each Youth, assist with
13 administering medications as prescribed by physician, and maintain accurate medication
14 compliance documentation.

15 19.3.12 Ensure Youth are transported to all needed appointments and/or activities.

16 19.3.13 Monitor and follow up with Youth regarding rules and regulations
17 violations.

18 19.3.14 Interface with community resource providers, school personnel, and
19 treatment providers.

20 19.3.15 Provide keys to Youth on move-in day and conduct housing unit
21 inspections.

22 19.3.16 Collect monthly rent from Youth.

23 19.3.17 Report the need for repairs and/or replacement of items in the Youth's
24 housing units.

25 19.3.18 Ensure appropriate usage of certified behavioral crisis prevention, crisis
26 management, and crisis intervention program compliance.

27 19.3.19 Notify appropriate CONTRACTOR staff and/or COUNTY as required, of
28 any unusual incidents or emergency situations.

1 19.3.20 Ensure the health, safety, and well-being of Youth.

2 19.3.21 Be available twenty-four (24) hours per day, seven (7) days per week, to
3 provide direction and assist in handling crises and emergency situations.

4 19.3.22 Maintain overall on-site program functioning.

5 19.3.23 Assist in handling crisis and emergency situations.

6 Minimum Qualifications:

7 19.3.24 Master's Degree from an accredited college/university in Social Work,
8 Human Services, Behavioral Sciences, Psychology, or related field.

9 19.3.25 Two (2) years of experience in a residential child care setting, including
10 case management duties related to the target population.

11 19.3.26 Excellent written and oral communication skills.

12 19.4 Licensed Clinical Case Manager: 1.0 FTE

13 Duties:

14 19.4.1 Provide individual counseling, group sessions/classes, crisis intervention
15 and crisis management counseling, family/caregiver engagement strategies, and
16 termination/transition support counseling.

17 19.4.2 Coordinate and provide Youth interviews and intake screenings, assess
18 individual treatment needs, and provide consultation to CONTRACTOR staff.

19 19.4.3 Collaborate with and assist Residential Program Manager with facilitating
20 and monitoring placement referrals from COUNTY.

21 19.4.4 Coordinate treatment plans and provide ongoing communication and
22 collaboration with COUNTY for treatment services.

23 19.4.5 Serve as the primary liaison to coordinate and provide referrals to HCA
24 Behavioral Health Services in accordance with HCA referral protocol, for behavioral, mental
25 health, psychiatric, alcohol and drug, and medication services. Provide follow-up and
26 collaboration with HCA for ongoing services, and medication needs of the Youth.

27 19.4.6 Provide timely written documentation and reports, as required, for all
28 services provided.

1 19.4.7 Coordinate and maintain contact with local community resource providers
2 to meet the needs of the Youth.

3 19.4.8 Facilitate and coordinate discharge planning and placements in
4 collaboration with CONTRACTOR staff and COUNTY.

5 19.4.9 Authorize and monitor family member/caregiver contact with Youth.

6 19.4.10 Provide consistent, ongoing, and timely communication with COUNTY.

7 19.4.11 Ensure the health, safety, and well-being of Youth.

8 19.4.12 Provide support and training to direct service staff on various topics, such
9 as de-escalating behavioral situations, and modeling responsible, positive, and respectful
10 behaviors towards the Youth.

11 19.4.13 Testify in Orange County Juvenile Court if required.

12 Minimum Qualifications:

13 19.4.14 Master's Degree from an accredited college/university in Social Work,
14 Human Services, Behavioral Sciences, Psychology or related field.

15 19.4.15 Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social
16 Worker (LCSW), or Licensed Clinical Psychologist.

17 19.4.16 Two (2) years of experience providing case management and counseling
18 services in a residential child care facility.

19 19.4.17 One (1) year of experience working with transitional aged youth.

20 19.4.18 One (1) year of experience working with behavioral, mental health, and or
21 substance abuse issues counseling services with transitional aged youth is preferred.

22 19.4.19 Excellent written and oral communication skills.

23 19.5 Independent Living Skills (ILS) Program Coordinator: 1.0 FTE

24 Duties:

25 19.5.1 Establish, implement, and instruct Youth in the following life domains,
26 including, but not limited to: education, employment, financial literacy, independent living skills,
27 health care, maintaining supportive relationships, and housing.

28 19.5.2 Plan, coordinate, and provide ILS workshops to Youth on a monthly basis.

1 19.5.3 Assist CONTRACTOR staff to establish, complete, and monitor each
2 Youth's TILP.

3 19.5.4 Assist CONTRACTOR staff to establish, complete, and monitor each
4 Youth's Program Agreement.

5 19.5.5 Meet with and assist each Youth to set and discuss progress of personal,
6 program, educational, and employment goals.

7 19.5.6 Coordinate and maintain contact with local community resource providers
8 to meet the needs of the Youth.

9 19.5.7 Provide timely written documentation and reports as required for all
10 services provided.

11 19.5.8 Ensure the health, safety, and well-being of Youth.

12 Minimum Qualifications:

13 19.5.9 Bachelor's Degree from an accredited college/university in Social Work,
14 Human Services, Behavioral Sciences, Psychology, or related field.

15 19.5.10 Two (2) years of experience working with transitional aged youth.

16 19.5.11 One (1) year of experience providing independent living skills
17 classes/workshops/program instruction is preferred.

18 19.5.12 Excellent written and oral communication skills.

19 19.6 Emancipation Mentor (Volunteer):

20 Duties:

21 19.6.1 Commitment to the THPP for a minimum of one (1) calendar year, at a
22 minimum of two (2) hours per visit, at a minimum of two (2) times per month.

23 19.6.2 Participate in a volunteer training facilitated by CONTRACTOR.

24 19.6.3 Participate in a mentor orientation facilitated by CONTRACTOR. The
25 orientation will include the rules and regulations of the THPP, an understanding of transitional
26 aged foster care youth, and appropriate boundaries of the mentor relationship.

27 19.6.4 Provide face-to-face contact with Youth, a minimum of two (2) times per
28 month.

1 19.6.5 Provide a minimum of weekly written or verbal contact with Youth.

2 19.6.6 Provide guidance and support for interpersonal and social skills and
3 increase Youth's awareness of resources available in and around their community.

4 Minimum Qualifications:

5 19.6.7 One (1) year of experience working with transitional aged foster care youth.
6 Provision of two (2) references cleared and approved by CONTRACTOR is required.

7 19.6.8 CONTRACTOR will facilitate and ensure the following qualifications are
8 met for each Emancipation Mentor Volunteer prior to any contact with Youth:

9 19.6.8.1 Submit fingerprints to, and receive clearance by the Department
10 of Justice for, criminal background clearance check;

11 19.6.8.2 Complete a tuberculosis screening test with proof of negative
12 results;

13 19.6.9 Receive clearances from the public websites as described in Subparagraph
14 27.4, with negative results.

15 19.6.10 Receive clearances from the Department of Justice and the Child Abuse
16 Clearance Index as described in Subparagraph 27.5, with negative results;

17 19.6.11 Complete a tuberculosis screening test with proof of negative results;

18 19.6.12 Possession of Basic First Aid and Cardiopulmonary Resuscitation
19 Certification; and

20 19.6.13 Possess a valid California State driver's license with acceptable driving
21 record, as determined by CONTRACTOR's insurance carrier and verified clearance from the
22 California Department of Motor Vehicles.

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