

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

7 ~~FOR THE PROVISION OF~~  
8 TRANSITIONAL HOUSING PLACEMENT PROGRAM SERVICES  
9

10 ~~THIS~~This AGREEMENT, entered into this 1st day of July ~~2016~~2019, which date is  
11 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,  
12 hereinafter referred to as "COUNTY," and OLIVE CREST, a California non-profit corporation,  
13 hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County  
14 of Orange Social Services Agency Director or designee, hereinafter referred to as  
15 "ADMINISTRATOR."  
16

17 WITNESSETH:  
18

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

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

23 WHEREAS, such services are authorized and provided for pursuant to ~~-~~Welfare and  
24 Institutions Code Sections 16522 and 16522.1, Health and Safety Code Sections 1559.110 and  
25 1559.115;

26 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:  
27  
28

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1. TERM

The term of this Agreement shall commence on July 1, ~~2016~~2019, and terminate on June 30, ~~2019~~2022, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

~~##~~

1 5.4. DESCRIPTION OF SERVICES, ~~STAFFING~~

2 5.14.1 CONTRACTOR agrees to provide those services, facilities, equipment, and  
 3 supplies, as described in the Exhibit "A" to the Agreement between County of Orange and OLIVE  
 4 CREST, for the Provision of Transitional Housing Placement Program Services, attached hereto  
 5 and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the  
 6 term of this Agreement with the number and type of staff described and as required for provision  
 7 of services hereunder.

8 5.24.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
 9 changes in staffing allocations to reflect current workload demands or service needs— as long as  
 10 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

11 5.34.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
 12 staff to attend an orientation session and subsequent training sessions given by COUNTY.

13 6.5. LICENSES AND STANDARDS

14 6.15.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 27 of  
 15 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
 16 necessary licenses and permits required by the laws of the United States, State of California;  
 17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
 18 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
 19 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
 20 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
 21 such laws and licensure requirements, including, without limitation, compliance with laws  
 22 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
 23 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
 24 becoming expired, inactive, etc.).

25 6.25.2 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless waived~~  
 26 ~~in whole or in part by ADMINISTRATOR,~~ with all applicable provisions of the California Welfare  
 27 and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing  
 28

regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; ~~Title 48 CFR Section 31.2;~~ and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

~~6.2.15.2.1~~ 5.2.1 For ~~Federally~~ federally funded Agreements in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from ~~Federal~~ federal financial assistance programs and/or activities.

#### ~~7.6.~~ DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP ~~SUBCONTRACTS~~

##### ~~7.16.1~~ Delegation and Assignment:

~~7.1.16.1.1~~ 6.1.1 In the performance of this Agreement, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement requiring COUNTY approval.

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

##### 6.2 Change of Ownership

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

##### ~~8.0~~ SUBCONTRACTS ~~Subcontracts:~~

7. \_\_\_\_\_

~~8.1.7.1~~ CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

~~8.1.1.7.1.1~~ Subcontracts of \$~~25~~50,000 or less:

~~8.1.1.1.7.1.1.1~~ CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to ~~be twenty-five~~fifty thousand dollars (\$~~25~~50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

~~8.1.2.7.1.2~~ Subcontracts in excess of \$~~25~~50,000:

~~8.1.2.1.7.1.2.1~~ CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

~~8.1.2.2.7.1.2.2~~ Upon ADMINISTRATOR's approval of CONTRACTOR's



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

~~8.1.2.3~~7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

9.8. FORM OF BUSINESS ORGANIZATION—AND—REAL—PROPERTY  
DISCLOSURE/NAME CHANGE

9.18.1 Form of Business Organization:

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

~~9.1.48.1.1~~9.1.8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

~~9.1.28.1.2~~9.1.8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

~~9.1.38.1.3~~9.1.8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

9.28.2 Change in Form of Business Organization:

If, during the term of this Agreement, the form of CONTRACTOR's business

organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's relationship to~~when changes occur between CONTRACTOR and other businesses ~~dealing with CONTRACTOR under~~that could impact services provided through this Agreement~~changes~~, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

### 8.3 Name Change:

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

### ~~10.9.~~ NON-DISCRIMINATION

~~10.19.1~~ \_\_\_\_\_ In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws.

~~10.2—CONTRACTOR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

~~10.39.2~~ \_\_\_\_\_ CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph ~~89~~ et seq.

### 9.3 Non-Discrimination in Employment

~~10.3.1~~ 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

#### ~~10.3 Non-Discrimination in Employment:~~

~~10.3.2~~ 9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~ federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

~~10.3.3~~ 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

\_\_\_\_\_ California Department of ~~Social Services~~ Fair Employment

~~Public Inquiry and Response Bureau~~

~~P.O. Box 944243, M.S. 8-4-23~~

~~Sacramento~~ \_\_\_\_\_ 2218 Kausen Drive, Suite 100

\_\_\_\_\_ Elk Grove, CA 95814 95758

\_\_\_\_\_ Telephone: (800) ~~952-5253~~ 884-1684

\_\_\_\_\_ (800) ~~952-8349 (For the hard of hearing)~~ 700-2320 (TTY)

#### ~~10.4.4~~ 9.4 Non-Discrimination in Service Delivery:

~~10.4.1~~ 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in

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

~~10.4.2.9.4.2~~ [9.4.2](#) CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

~~10.4.2.1~~ [9.4.2.1](#) Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

~~10.4.2.2~~ [9.4.2.2](#) Discrimination Complaint Form

~~10.4.2.3~~ [9.4.2.3](#) Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

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

///

~~11.10.~~ 10. NOTICES

~~11.10.1~~ 10.1 All notices, requests, claims, correspondence, reports ~~and/or~~, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency

~~(CDA2416)~~ CJB0419

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March ~~9, 2016~~ 13, 2019



the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

#### ~~14.13.~~ 13. INSURANCE

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

~~14.1~~13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this ~~agreement~~Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by ~~County~~COUNTY from CONTRACTOR under this ~~agreement~~Agreement. It is the obligation of ~~Contractor~~CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

~~14.2~~ ~~CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and~~

conditions as set forth herein for CONTRACTOR.

~~14.3~~13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~ in an amount in excess of ~~\$25~~fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile liability))~~, shall specifically be approved by the ~~County Executive Office (CEO)/Office of COUNTY's Risk Management Manager, or designee,~~ upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

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

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

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

~~14.4~~13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

~~14.5~~13.5 Qualified Insurer:

~~14.5.1~~13.5.1 The policy or policies of insurance ~~required herein~~ must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-



Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

~~14.6~~13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ~~rating~~ratings.

~~14.7~~13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
<u>Passenger Vehicles up to four (4) passengers, not including the driver</u>	<u>\$1,000,000 per occurrence</u>
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
<u>Passenger Vehicles for eight (8) or more passengers, not including the driver</u>	<u>\$5,000,000 per occurrence</u>
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 <del>per</del> aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

#### ~~14.8~~13.8 Required Coverage Forms:

~~14.8.1~~13.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

~~14.8.2~~13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

~~14.9~~13.9 Required Endorsements:

~~14.9.1~~13.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~14.9.1.1~~13.9.1.1 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

~~14.9.2~~13.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

~~14.9.2.1~~13.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

~~14.9.2.2~~13.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

~~14.10~~13.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and

employees when acting within the scope of their appointment or employment.

~~14.11 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.~~

~~14.12~~13.12 CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to ~~County~~COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the ~~County~~COUNTY may suspend or terminate this Agreement.

~~14.13~~13.13 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability and/or Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

~~14.14~~13.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

~~14.15~~13.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.

~~14.16~~13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified ~~proponent~~CONTRACTOR.

~~14.17~~13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~14.18~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of

insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~14.19~~13.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

~~15.14.~~ 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

~~15.1~~14.2 Any accident or incident relating to services performed under this Agreement ~~which~~that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within twenty-four (24) hours of occurrence.~~

~~15.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or ~~related~~relating to services performed by CONTRACTOR under this Agreement. ~~Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.~~

~~15.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property. ~~Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.~~

~~15.4~~14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the

term of this Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

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

#### ~~16.15.~~ CONFLICT OF INTEREST

~~16.1~~15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY.~~ This obligation shall apply to CONTRACTOR, CONTRACTOR's employees, agents, ~~relatives, and~~ subcontractors ~~and third parties~~ associated with accomplishing ~~the work~~ and services hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers from acting in the best interests of COUNTY.

~~16.2~~ ~~CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.~~

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

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#### ~~17.16.~~ ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and

administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

#### ~~18.~~17. SUPPLANTING GOVERNMENT FUNDS

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

#### ~~19.~~18. EQUIPMENT

##### ~~19.1~~18.1 Personal Computer Equipment

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

#### ~~20.~~19. BREACH SANCTIONS

~~20.1~~19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

~~20.1.1~~19.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

~~20.1.2~~19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

~~20.1.3~~19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

~~20.2~~19.2 ADMINISTRATOR ~~shall~~will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

## ~~21.~~20. PAYMENTS

~~21.1~~20.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR, monthly in arrears, the rate of reimbursement for the services provided under this Agreement, as established by the State of California, as stated in CDSS Manual of Policies and Procedures, Division 11, Chapter 11-425.1. Payments shall accrue from the date Youth is placed, and terminate on the date before Youth is discharged, removed, runs away, or otherwise leaves the CONTRACTOR's facility. No payment shall accrue to CONTRACTOR if the Youth is placed in and removed from the facility and placed in another facility on the same day, i.e., the Youth must spend the night in the facility before payment shall accrue.

~~21.2~~20.2 Upon prior written approval of Youth's County Social Worker, COUNTY may continue to pay for residential care for up to fourteen (14) days when a Youth leaves the CONTRACTOR's facility prior to the planned discharge date (e.g., runaway) if CONTRACTOR has agreed to take the Youth back immediately upon notice during the period of continued payment.

~~21.3~~20.3 CONTRACTOR shall provide written notice to the Orange County Foster Care Eligibility Team immediately, and no later than within thirty (30) days of the receipt of a payment for an Orange County placement, which is inconsistent with the period of placement and results in an overpayment or an underpayment. The overpayment or underpayment shall be identified by the Youth's name, case number, caseload number, and the amount of underpayment or overpayment.

## ~~22.~~21. OVERPAYMENTS

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



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

#### ~~23.22.~~ OUTSTANDING DEBT

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

#### ~~24.23.~~ MEDICAL COSTS

~~24.123.1~~ It is anticipated that any medical costs for ~~youth~~Youth placed by COUNTY under this Agreement ~~shall~~will be paid by the State Medi-Cal program during such periods as ~~youth are~~Youth is eligible for health care services under that program.

~~24.223.2~~ If the Youth is ineligible for Medi-Cal, or medical service is not covered by Medi-Cal, CONTRACTOR ~~shall~~will notify Youth's ~~County~~COUNTY Social Worker (SW) or Probation Officer (PO) and specify the medical treatment needed and approximate cost. Except in emergencies, written authorization by Youth's ~~County~~SW/PO ~~shall~~must be obtained prior to incurring any medical expenses not covered by Medi-Cal. COUNTY may pay for medical services, in accordance with COUNTY procedure, if such services are deemed necessary by COUNTY, and if Medi-Cal rejects coverage. COUNTY ~~shall~~will reimburse based on Medi-Cal rates.

~~24.323.3~~ CONTRACTOR ~~shall~~will be responsible for controlling the use of each



Youth's Medi-Cal Beneficiary Identification Card.

///

#### ~~25.24.~~ 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 ~~in writing~~ to modify the date upon which the final report must be submitted. Any agreement must be in writing.

#### ~~26.25.~~ INDEPENDENT AUDIT

~~26.125.1~~ ~~27.1~~—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 OMB Circular A-133, Audits forementioned regulations for any year covered during the term of States, Local Governments and Non-Profit Organizations, 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 Title 2 CFR Part 230. /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.

~~26.225.2~~—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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## ~~27.26.~~ RECORDS, INSPECTIONS, AND AUDITS

### ~~27.1.26.1~~ Financial Records:

~~27.1.26.1.1~~ CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later.

~~27.1.26.1.2~~ CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

### ~~27.226.2~~ Client Records:

~~27.2.26.2.1~~ CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

~~27.2.26.2.2~~ ~~All client records related to services~~ CONTRACTOR shall keep all COUNTY data provided under to CONTRACTOR during the term(s) of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data to COUNTY in accordance with Subparagraph 42.2.

~~27.2.3~~26.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

~~27.3~~26.3 Public Records:

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

~~27.4~~26.4 Inspections and Audits:

~~27.4.1~~26.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of ~~the~~ CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement ~~for the purpose of financial monitoring~~. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

~~27.4.2~~26.4.2 CONTRACTOR shall make its books and ~~financial~~ records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

~~27.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and ~~financial~~ records.

~~27.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof

resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

~~27.5~~26.5 Evaluation Studies:

CONTRACTOR shall participate<sub>2</sub> as requested by COUNTY<sub>2</sub> in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.—

~~28.27.~~ PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 19 of Exhibit A (hereinafter referred to as "Personnel").

~~28.1~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR<sub>2</sub> in writing, along with a copy of a résumé and/or job application. The list shall include:

~~28.1.1~~27.2.1 Names and dates of birth of all ~~full or part-time personnel by title, including volunteer personnel~~Personnel by title, whose direct services are required to provide the programs described herein;

~~28.1.2~~27.2.2 A brief description of the functions of each position and the hours each person works each week<sub>2</sub>; or for part-time ~~personnel~~Personnel, each day or month, as appropriate;

~~28.1.3~~27.2.3 The professional degree, if applicable, and experience required for each position; and

~~28.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

~~28.2~~27.3 Where authorized by law, ~~CONTRACTOR's employment applications and in a manner consistent with California Government Code §12952, CONTRACTOR~~ shall require ~~applicants~~prospective Personnel to provide detailed information regarding the conviction of a crime<sub>2</sub> by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in~~

~~the employment application~~ discovered subsequent to the hiring or promotion of any ~~applicant~~prospective Personnel shall be cause for termination ~~of that employee~~ from the performance of services under this Agreement.

~~28.3~~27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all ~~employees and/or volunteers~~Personnel who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry (~~[www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)~~)([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

~~28.4~~27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all ~~employees (direct service and administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.)~~Personnel who will have direct, interactive contact with clients served through this Agreement. -Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this ~~paragraph~~Paragraph and their performance of services under this Agreement.

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

~~28.5~~27.7 In the event a record is revealed through the processes described in Subparagraphs ~~26.3 and 26.4~~27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of ~~personnel~~Personnel providing services through this Agreement.

~~28.6~~27.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept

the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for each ~~employee and/or volunteer~~ person assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed, whichever is later, in compliance with all applicable laws.

~~28.7~~ 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such ~~employee and/or volunteer~~ Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

~~28.8~~ 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's ~~staff~~ Personnel performing work hereunder, and any proposed changes in CONTRACTOR's ~~staff~~ Personnel.

~~28.9~~ 27.11 COUNTY shall have the right to require CONTRACTOR to remove any ~~employee~~ person from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~ Personnel.

~~28.10~~ 27.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel is terminated for cause from working on this Agreement.

~~28.11~~ 27.13 Disqualification, if any, of CONTRACTOR ~~staff~~ Personnel, pursuant to this Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## ~~29.28.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all ~~Federal~~ federal and

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

#### ~~30.29.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

~~30.129.2~~ In the case of an individual contractor or contractor doing business in a form other than an individual, CONTRACTOR agrees to furnish ~~to~~ ADMINISTRATOR within thirty (30) days of the award of this Agreement:

~~30.1.129.2.1~~ in the case of an individual contractor, hisHis/her name, date of birth, Social Security number, and residence address; or

~~30.1.229.2.2~~ inIn the case of a contractor doing business in a form other than as



an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

~~(dd) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and~~

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

~~30.4 The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

~~30.5~~29.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

### ~~31.30.~~ CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, ~~volunteers, consultants or agents~~agents, subcontractors, and all other individuals performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such ~~employee, volunteer, consultant or agent~~employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and ~~will~~shall comply with the provisions of these code sections,



as they now exist or as they may hereafter be amended.

### ~~32.31.~~ NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

### ~~33.32.~~ CONFIDENTIALITY

~~33.132.1~~ CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~33.232.2~~ All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR, ~~and~~ CONTRACTOR's ~~staff~~[employees](#), agents, ~~employees~~[subcontractors](#), and ~~volunteers~~[all other individuals performing services under this Agreement](#). CONTRACTOR shall require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~[all other individuals performing](#) services ~~for CONTRACTOR~~ under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, [agreeing](#) to maintain ~~the confidentiality of any and all materials~~[pursuant to State](#) and ~~information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in~~[federal law and the terms of this Agreement](#) ~~as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply with any audits specified in Paragraph 25, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.~~

~~33.3~~32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, ~~volunteers and partners~~ and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said ~~State~~California state law may be guilty of a crime.

~~33.4~~32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

~~33.5~~32.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

~~33.5.1~~32.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

~~33.5.2~~32.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

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### 33. SECURITY

#### 33.1 Security Requirements

33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or

integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

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

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

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

33.1.1.4 Firewall protection.

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

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

## 33.2 Security Breach Notification

33.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to compromise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

33.2.1.1 Investigate to determine the nature and extent of the Security

Breach.

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

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

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

#### 34. COPYRIGHT ACCESS

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

#### 35. WAIVER

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

shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

### 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

36.2 CONTRACTOR, ~~concerning the services provided under~~ may develop and publish information related to this Agreement ~~shall state~~ where all of the following conditions are satisfied:

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

~~36.1.1~~ 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~ County, State, and Federal ~~government~~ Government funds.;

~~36.1~~ CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement within the following conditions:

~~36.1.3~~ CONTRACTOR shall develop all publicity material in a professional manner; and

~~36.1.4~~ During the term of this Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.

~~36. COUNTY RESPONSIBILITIES~~

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

~~36. REFERRALS~~

~~36.1 CONTRACTOR shall provide services to individuals referred by ADMINISTRATOR.~~

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

36.2.3.1 Any commercial product or service; and

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

36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

37. REPORTS

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

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

38. ENERGY EFFICIENCY STANDARDS

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

39. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

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

40.1.1 ~~A.~~—The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal

Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph (B)~~Subparagraph B of this certification.

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

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

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

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

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

#### 41. POLITICAL ACTIVITY



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

#### 42. TERMINATION PROVISIONS

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

42.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, ~~active case records, and pertinent documents.~~ case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

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

Agreement.

~~42.3~~42.4 The obligations of COUNTY under this Agreement are contingent upon the availability of ~~Federal~~federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. ~~CONTRACTOR~~ shall immediately comply with ADMINISTRATOR's decision.

~~42.4~~42.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

43. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, ~~without reference to conflict of law provisions.~~ In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

44. SIGNATURE IN COUNTERPARTS

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

[illegible]

By: \_\_\_\_\_ DONALD VERLEUR  
~~BOARD OF SUPERVISORS~~  
 — CHIEF EXECUTIVE OFFICER  
OLIVE CREST  
OLIVE CREST

By: \_\_\_\_\_ CHAIRWOMAN ~~OF THE~~  
OF THE BOARD OF SUPERVISORS  
 COUNTY OF ORANGE, CALIFORNIA

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST

~~FOR THE PROVISION OF~~

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.

~~2.12.2~~ After-Care Support: Services available to Youth who have completed THPP services.

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~~2.2 County Social Worker: The Youth's assigned County of Orange Social Worker (SW) responsible for a Youth's placement and care.~~

~~2.3 Culturally Responsive: To have a general knowledge of cultural values and mores of individuals from diverse ethnic groups; the ability to recognize, respect, affirm and value the worth of individuals from diverse ethnic groups; and the ability to interact responsively, respectfully and effectively with people from diverse cultures, classes, races, ethnic groups and religious backgrounds in a manner that recognizes, affirms and values the worth of individuals, families and communities, as well as protecting the dignity of each person.~~

~~2.42.3~~ 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 minimum of two (2) hours per ~~visit.~~ meeting.

~~2.52.4~~ Extended Foster Care (EFC): The period of time that provides ~~Youth~~ youth extended time in foster care as ~~a non-minor dependent as described in Subparagraph 2.11 below.~~ NMDs eligible to receive support services pursuant to Assembly Bill 12.

~~2.62.5~~ Health and Education Passport (HEP): The form that provides historical and current medical, dental, mental health, and educational information as it pertains to a Youth.

~~2.72.6~~ HEP Encounter Form: The form to record the Youth's medical/dental exam information from medical/dental appointments.

~~2.82.7~~ Individual Education Plan (IEP): An assessment procedure requested by parents, guardians, school staff, and/or other involved parties, to determine a Youth's educational needs.

~~2.92.8~~ Independent Living Program (ILP): A program authorized by the Foster Care Independence Act of 1999 (Public Law 106-169). The ILP provides training, services, and benefits to assist current and former foster youth in achieving self-sufficiency prior to, and after leaving, the foster care system.

~~2.102.9~~ Needs and Services Plan: The written plan required by Title 22, California Code of Regulations (CCR), Sections 84068.2 and 84268.2.

~~2.112.10~~ Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a foster

youth who has attained the age of eighteen (18) years while in foster care and is eligible for Extended Foster Care.

~~2.12— Probation Department: The County of Orange Probation Department.~~

~~2.13— Probation Officer: The Youth's assigned County of Orange Probation Officer (PO) responsible for Youth's placement and care.~~

~~2.14~~2.11 Program Agreement: A written plan between CONTRACTOR, the Youth, and Youth's County Social Worker (SW) and Probation Officer (PO) specifying the THPP expectations, rules, and regulations. The Program Agreement is not a legally binding contract.

~~2.15— Team Decision Making (TDM) Meeting: A group process facilitated by the Children and Family Services (CFS) Division of the Social Services Agency (SSA) 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 relative extended family member (NREFM); or change a placement.~~

~~2.16— Title 22: Title 22, Division 6 of the California Code of Regulations (CCR) relating to the licensing of community care facilities, including group homes.~~

~~2.17~~2.12 Transitional Independent Living Plan (TILP): A plan established by the County SW or PO in collaboration with the Youth to develop and document meaningful and attainable goals that will support the Youth's transition to self-sufficiency and independent living, and meet at least one participation requirement for the Youth to remain eligible for EFC as defined in Subparagraph 2.4 above.

~~2.18— Transitional Housing Placement Program (THPP): A transitional housing placement opportunity for foster care and/or probation youth between sixteen (16) to eighteen (18) years of age that has been approved for licensure by CDSS, CCL pursuant to Title 22, CCR, Section 86000 et. seq., and certified by the primary placing county pursuant to WIC Section 16522.1(b) and the CDSS Manual of Policies and Procedures (MPP).~~

~~2.19~~2.13 Transitional Planning Conferences (TPCs): A Youth centered, strength based process, which brings together people identified by the Youth as their support system. Youth

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

~~2.20~~2.14 Transitional Planning Services Program (TPSP): A department within the CFS Division of SSA which provides referrals to independent living skills training, services, vocational assessment, employment preparation and assistance, ~~educational resources,~~ and transitional housing to Orange County's dependent youth between ages sixteen (16) and twenty-four (24) years.

~~2.21~~2.15 Visitors: Volunteers, repairmen, family members, friends, consulting staff, or any other person who is not a resident or a member of CONTRACTOR's staff.

~~2.22 — Youth: Foster care and/or probation youth between sixteen (16) to eighteen (18) years of age who have been adjudicated as either dependents or probation wards of the Orange County Juvenile Court pursuant to WIC Sections 300 or 602 up until the Juvenile Court terminates jurisdiction, who are placed in out of home care, are pursuing TILP goals and are participating in ILP services.~~

## ~~2. —~~ Eligibility Requirements

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

## 3. ELIGIBILITY REQUIREMENTS

~~2.24~~3.1 Eligible Youth include those who have been adjudicated as either dependents or probation wards of the Orange County Juvenile Court pursuant to -WIC Sections 300 or 602 up until the Juvenile Court terminates jurisdiction and who are:

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~~2.24.1~~3.1.1 Currently placed in out-of-home care under the supervision of SSA or Probation Department;

~~2.24.2~~3.1.2 Pursuing TILP goals;

~~2.24.3~~3.1.3 Actively participating in ILP services;

~~2.24.4~~3.1.4 Able to demonstrate placement stability for the last six (6) months;

~~2.24.5~~3.1.5 Able to provide evidence of regular school and/or work attendance;

and

~~2.24.6~~3.1.6 ~~Complete~~Able to successfully complete a required THPP Placement Application describing why the Youth wants to enter the program and what the Youth wants to gain from the program.

### ~~3.4.~~ LICENSURE AND COUNTY CERTIFICATION

~~3.1~~ ~~CONTRACTOR shall possess current THPP licensure issued by the CDSS CCLD as set forth under Title 22, CCR, Section 86000 et. seq. CONTRACTOR shall maintain such licensure throughout the term of this Agreement.~~

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

4.2 Current CCLD approved THPP Program Statement.

~~3.24.3~~ CONTRACTOR shall possess current THPP Certification as set forth under WIC, Section 16522.1(b) and Section 30-911 of the CDSS MPP from the County of Orange. CONTRACTOR shall maintain such certification throughout the term of this Agreement.

4.4 Current THPP Certification from the County of Orange.

### ~~4.5.~~ PROGRAM STATEMENT

~~4.1~~5.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised Program Statement as submitted to the CDSS ~~and/or~~ CCLD, or upon ADMINISTRATOR's request, subsequent to the execution of this Agreement. The provisions of the revised Program Statement shall supersede the provisions contained in the previous Program Statement to the extent that they conflict.

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

### 5.6. REFERRALS

~~5.16.1~~ It is mutually understood that no minimum number of placement referrals is guaranteed, expressed, or implied, under this Agreement. CONTRACTOR agrees to provide services regardless of the quantity of placement referrals received. ~~The County of Orange Social SSA and/or Probation Department shall be the sole source of all referrals for placements to the THPP.~~

~~5.26.2~~ It is mutually understood that, at the sole discretion of the COUNTY, up to twenty (20) eligible Youth may be placed at any one time and in compliance with THPP capacity licensing standards set forth under Title 22, CCR, Section 86000 et. seq. Seq.

~~5.36.3~~ CONTRACTOR shall provide services requested by ADMINISTRATOR for the referrals received until the Juvenile Court terminates jurisdiction, or referred Youth are ready to transition to a lower level of care; reunify with their parent(s); are placed with relatives or non-relative extended family member (NREFM); are placed in a foster home or Foster Family Agency (FFA); ~~or~~ enter a Transitional Housing Placement-Plus (THP+) Program, EFC Transitional Housing Placement-Plus Foster (THP+FC) Care Program, or Transitional Housing Placement-Plus (THP+) Host Family Services; or emancipate.

### 6.7. REFERRAL PROCESS

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

~~6.1 — County SW or PO shall refer potential eligible Youth to the TPSP.~~

~~6.2 —~~ TPSP staff ~~shall notify and will~~ provide the completed THPP Placement Application to the CONTRACTOR with ~~a completed THPP application,~~ Youth's last medical report, HEP, court dispositions, IEP (if applicable), and the last quarterly school progress report (if available). The ~~County~~ SW/PO ~~shall~~ will also provide any ~~relevant~~ needed background information about the Youth ~~to CONTRACTOR.~~

~~6.37.1 CONTRACTOR shall review County information described in Subparagraph 7.2~~

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~~prior to scheduling an interview with the potential Youth.~~

~~6.4~~7.2 CONTRACTOR shall interview Youth regarding Youth's desire to live independently and acquire and improve life and relationship skills. Youth's participation in the THPP shall be on a voluntary basis.

~~6.5~~7.3 CONTRACTOR shall place the approved Youth in an appropriate housing unit. Should CONTRACTOR determine ~~a placement referral~~ is not appropriate, written placement denial notification shall be submitted to the TPSP Manager citing specific details supporting the decision. CONTRACTOR shall re-evaluate placement referral, if so requested by the TPSP Manager.

## ~~7.8.~~ GOALS, STRATEGIES AND OUTCOME OBJECTIVES

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

### ~~7.1~~8.1 GOALS

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

#### ~~7.1.1~~ Employment:

~~7.1.2~~8.1.1 ~~Obtain~~ Youth will obtain and sustain paid employment.

#### ~~7.1.3~~ Housing:

~~7.1.4~~8.1.2 ~~Have~~ Youth will have an identified, accessible placement to which to transition to upon graduation from the THPP.

#### ~~7.1.5~~ Self-Sufficiency:

~~7.1.6~~8.1.3 ~~Demonstrate~~ Youth will demonstrate proficiency in essential independent life skills.

#### ~~7.1.7~~ Education:

~~7.1.8~~8.1.4 ~~Complete~~ Youth will complete high school or equivalent.

#### ~~7.1.9~~ Connections:

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~~7.1.10~~8.1.5 ~~Have~~Youth will have two (2) or more supportive, caring adults for ongoing support separate from CONTRACTOR staff.

## ~~7.2~~8.2 STRATEGIES

—CONTRACTOR shall ensure Youth participate in the following strategies to achieve the goals as described in ~~Paragraph~~Subparagraph 8.1 ~~and that each Youth shall:~~

~~7.2.1~~8.2.1 Acquire employment seeking and sustainment skills through guidance and support, exploring career/vocational interests, applying for paid employment, and sustaining paid employment.

~~7.2.2~~8.2.2 Acquire skills to seek and sustain housing ~~seeking and sustainment skills~~ through guidance and support, exploring accessible housing options, and planning to meet requirements to secure housing.

8.2.3 Receive instruction and real-life practice and coaching regarding ~~finances:~~

8.2.3.1 Finances and money management; ~~self~~

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

8.2.3.3 Establishing and maintaining healthy, and positive interpersonal relationships;

8.2.3.4 Accessing and utilizing public transportation; ~~community~~

8.2.3.5 Community, culture, and social life; and ~~other~~

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

~~7.2.3~~8.2.4 Receive guidance and support, including development of study and time management skills, to successfully complete high school or equivalent.

~~7.2.4~~8.2.5 Receive guidance and support to explore career/vocational interests and develop post-graduation plans.

~~7.2.5~~8.2.6 Receive guidance and support to develop and sustain healthy,

positive relationships with caring adults (related and/or unrelated) who can offer long-term guidance and support.

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

### ~~7.3.8.3~~ 8.3.3 OUTCOME OBJECTIVES

~~7.3.48.3.1 Sixty (60)~~ One hundred percent (100%) of ~~Youth~~ participants ~~shall obtain and sustain employment~~ will be provided Employment Readiness training.

8.3.2 Ninety (90) ~~One hundred~~ percent (100%) of ~~Youth~~ participants ~~shall~~ will receive at least three (3) hours of instruction on how to clean an apartment.

~~7.3.28.3.3~~ One hundred percent (100%) of participants will have a housing transition plan upon graduation from the THPP.

~~7.3.3 Ninety (90) percent of Youth participants shall establish a savings account with a regular deposit schedule.~~

~~7.3.48.3.4~~ One hundred (100) percent (100%) of ~~Youth~~ participants ~~shall demonstrate the ability to prepare meals.~~ will receive financial management training.

8.3.5 ~~One hundred (100)~~ percent (100%) of ~~Youth~~ participants ~~shall~~ will be provided instruction on meal preparation.

~~7.3.58.3.6~~ One hundred percent (100%) of eligible participants will have ~~in their possession~~ a state issued identification card if they are eligible.

~~7.3.68.3.7~~ Ninety (90) ~~One hundred~~ percent (100%) of ~~Youth~~ participants ~~shall complete~~ will be provided tutoring upon acceptance of tutoring services if it is necessary for the completion of high school or equivalent.

~~7.3.78.3.8~~ Eighty (80) ~~One hundred~~ percent (100%) of ~~Youth~~ participants ~~shall have two or more supportive caring adults available to them upon exiting the THPP.~~ will be provided disaster preparedness and readiness training.

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

## 8.9. SERVICES TO BE PROVIDED

CONTRACTOR shall:

8.19.1 Possess an understanding of the responsibilities, objectives, and requirements of the ~~County~~COUNTY in regard to the care and treatment ~~in order to engage of~~ the Youth, and ~~shall~~ work collaboratively with SSA to deliver strength-based, family-friendly, and family-centered services that address the needs of the Youth.

8.29.2 Provide services ordered by the Orange County Juvenile Court, or as determined by the Needs and Services Plan ~~in compliance with Title 22, CCR.~~

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

8.49.4 Follow admission requirements related to medical and dental screening, physical examination, psychological/psychiatric screening, psychotropic medication needs, and immunizations as prescribed by COUNTY; and take Youth's ~~Health and Education Passport (HEP) form and~~ HEP Encounter form to all medical and dental appointments In order to be updated by the appropriate health care provider.

8.59.5 Provide a safe atmosphere and environment while providing services with a concerted effort to prepare the Youth to transition to a lower level of care ~~as described in Subparagraph 6.3.,~~ reunify with parent(s), obtain placement with relatives, NREFM, foster home, Foster Family Agency (FFA), or enter a Transitional Housing Placement-Plus Program (THP+), EFC Transitional Housing Placement-Plus Foster Care Program (THP+FC), or Transitional Housing Placement-Plus (THP+) Host Family Services, or become emancipated.

//

8.79.6 Ensure ~~County~~COUNTY policy and Juvenile Court requirements regarding psychotropic medication, administration, documentation, monitoring, and reporting responsibilities are followed.

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~~8.8~~9.7 Maintain the Youths' Personal Rights as set forth in Title 22 Regulations.

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

~~8.9~~9.9 Develop, implement, and maintain, written Youth discipline policies and procedures in accordance with Title 22, CCR.

~~8.10~~9.10 Ensure a reasonable and prudent parent standard, pursuant to WIC Section 362.04 and 362.05 for Youth to participate in extracurricular, enrichment, and social activities with reasonable determination of the appropriateness of the activity in consideration of the Youth's age, maturity, and developmental level.

~~8.11~~9.11 -Respect the cultural diversity of the Youth, their parent(s) and any other relatives or significant relationship connections; and provide culturally responsive staff as described in Subparagraph ~~20.2~~18.2.

~~8.12~~9.12 Provide bilingual direct service staff as described in Subparagraph ~~20.4~~18.4.

~~8.13~~9.13 Develop a Program Agreement upon placement; within two business days in collaboration with Youth ~~within two (2) business days~~, which shall specify the requirements for THPP participation, ensuring each Youth shall indicate by their signature, acknowledgement of the privacy and lifestyle restrictions while participating in the program.

~~8.14~~9.14 Ensure each Youth has ~~a~~ signed a Waiver and Release form ~~on file~~ prior to entering the THPP; acknowledging the Youth's voluntary participation in the program, ~~and with the understanding~~ that the Youth ~~have been informed of the rules, regulations and their will be waiving privacy rights while participating in the program. otherwise guaranteed by California law.~~

~~8.15~~9.15 Obtain all standard release forms as needed for collateral contacts.

~~8.16~~9.16 Perform an Intake Summary within thirty (30) days of placement in the program as described in Subparagraph ~~12.4.~~12.4.

~~8.17~~9.17 Maintain placement of the Youth on a case-by case basis until CONTRACTOR, ~~County~~ SW/PO, and TPSP, in conjunction with SSA ~~TDM~~CFT meetings,

determine that:

~~8.17.19.17.1~~ 8.17.19.17.1 ~~Achievement of Youth has achieved~~ all therapeutic and treatment plan goals, and ~~Youth~~ is ready for reunification, transition, or placement to a lower level of care; and

~~8.17.29.17.2~~ 8.17.29.17.2 An alternate treatment or placement plan is assessed or required to more effectively meet the needs of the Youth and an alternative transition and placement plan is in place.

~~8.189.18~~ 8.189.18 Meet weekly with each Youth, including, but not limited to, the first three (3) to six (6) months of the program and as often as needed thereafter. Duration shall be determined in collaboration with the ~~County~~ SW/PO, Youth, and CONTRACTOR.

~~8.199.19~~ 8.199.19 Provide supervised housing, case management services, ~~and~~ referrals to job preparation and employment services, referrals to treatment services, and general life skills training for Youth.

~~8.209.20~~ 8.209.20 Facilitate Youth's development of necessary life skills to maintain and sustain a healthy lifestyle by assisting Youth to:

~~8.20.19.20.1~~ 8.20.19.20.1 Develop a better understanding of individual relationships and social skills;

~~8.20.29.20.2~~ 8.20.29.20.2 Maintain a substance-free lifestyle;

~~8.20.39.20.3~~ 8.20.39.20.3 Develop money management skills to facilitate self-sufficiency;

~~8.20.49.20.4~~ 8.20.49.20.4 Develop the life skills necessary to secure and maintain permanent housing and employment; and

~~8.20.59.20.5~~ 8.20.59.20.5 Access and utilize public transportation.

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

~~8.219.22~~ 8.219.22 Develop and maintain partnerships with community resources, including Community Based Organizations (CBOs), Faith Based Organizations (FBOs), high schools, community colleges, employers, Family Resource Centers (FRCs), ILP service providers, and housing authorities, to ensure that the Youth succeed in their life goals after exiting the program.



~~8.22.9.23~~ 9.23 Supportive Services

- CONTRACTOR shall:

~~8.22.19.23.1~~ 9.23.1 Facilitate and support Youth's access to and utilization of all medical, non-medical, and community ~~resource referrals, including~~ resources. Support to include, but not be limited to: personal care services, support networks, ~~coordination of information and care amongst CONTRACTOR staff~~, and advocating for successful educational, employment, and self-sufficiency experiences for each Youth.

~~8.22.29.23.2~~ 9.23.2 Facilitate and/or provide direct trauma informed ~~counseling services~~ care, as described in the National Child Traumatic Stress Network (<https://www.nctsn.org/>), when indicated by the Licensed Clinical ~~Director~~ Case Manager for Youth's access to and utilization of behavioral health, mental health, and/or alcohol and drug substance abuse counseling and support services. The frequency of services shall be determined as necessary between the treatment provider(s), ~~County~~ SW/PO, CONTRACTOR, and/or as ordered by the Orange County Juvenile Court, to ensure Youth's needs are met.

~~8.22.39.23.3~~ 9.23.3 Coordinate as needed with Health Care Agency (HCA) Behavioral Health Services, in addition to the Licensed Clinical ~~Director~~ Case Manager providing direct counseling services to meet the behavioral, mental health, and/or alcohol and drug substance abuse needs of the Youth, to ensure the following services are provided:

~~8.22.3.19.23.3.1~~ 9.23.3.1 Initial referrals for counseling and follow-up services per HCA protocol;

~~8.22.3.29.23.3.2~~ 9.23.3.2 Crisis intervention and crisis management;

~~8.22.3.39.23.3.3~~ 9.23.3.3 Psychiatric evaluation; and

~~8.22.3.49.23.3.4~~ 9.23.3.4 Psychotropic medication management.

~~8.22.49.23.4~~ 9.23.4 Coordinate, develop, and implement protocol for emergency behavioral and mental health crises, evaluation, intervention, and support during regular business and after-hours.

~~8.22.59.23.5~~ 9.23.5 Utilize effective behavioral management model(s)/systems to meet

the needs of presenting behavioral, mental health, and/or substance abuse needs of Youth.

~~8.22.69.23.6~~ Utilize a certified behavioral crisis prevention, crisis management, and crisis intervention program approved by COUNTY and ~~CCL~~CCLD.

~~8.22.79.23.7~~ Coordinate ongoing communication protocol with local law enforcement and emergency services.

~~8.22.89.23.8~~ Provide all programmatic services to disabled Youth, including, but not limited to, specialized and individualized services in consultation with the COUNTY.

~~8.22.99.23.9~~ Provide access to Emancipation Mentor, as ~~described~~defined in Subparagraph ~~21.7~~1.1. Youth will receive guidance and support for interpersonal and social skills and increase their awareness of resources available to them in and around their community.

~~8.22.109.23.10~~ Provide instruction of and model conflict resolution and problem solving skills, effective communication and listening skills, and critical and creative thinking skills emphasizing personal responsibility and self-discipline.

~~8.22.119.23.11~~ Encourage and assist Youth in the completion of a high school diploma or equivalent such as General Equivalency Diploma (GED), if applicable.

~~8.22.129.23.12~~ Assist Youth in seeking employment and communicate with Youth on a daily basis to monitor Youth's job search to provide support and assistance as needed— to facilitate Youth's linkages to youth employment programs, Workforce Investment Boards (WIBs), and other job search, career, and vocational resources.

##

~~8.22.149.23.13~~ Encourage and assist Youth who are high school graduates to seek higher education for the purpose of expanding future employment opportunities.

~~8.22.159.23.14~~ Provide training on healthy interpersonal relationships, health, sexual and reproductive health education, parenting, personal safety, hygiene, medical health issues, alcohol, drugs and tobacco, anger management, budget and financial management, banking, nutrition and cooking, shopping, and other educational topics as they are identified.

~~8.22.169.23.15~~ -Participate in TPC's as defined in Subparagraph ~~2.19~~1.1 at the

request of Youth.

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

## ~~8.23~~ RULES AND REGULATIONS

~~CONTRACTOR shall ensure that Youth follow all rules and regulations. CONTRACTOR shall:~~

### ~~8.25.0~~ Education:

~~8.26.0.0 Assist Youth with the educational requirements established by Youth's TILP and Program Agreement to ensure school attendance and completion of school assignments and/or graduation.~~

~~8.27.0.0 Assist Youth to attend all high school, adult education, and/or job training classes unless ill or on an approved absence by the County SW/PO, or CONTRACTOR.~~

~~8.28.0.0 Assist Youth to obtain record of satisfactory progress in accordance with Youth's TILP and Program Agreement.~~

~~8.29.0.0 CONTRACTOR shall notify COUNTY's on-call staff about any unauthorized absence from educational activities and the reason(s) for the absence.~~

### ~~8.30.0~~ Employment:

~~8.31.0.0 Facilitate Youth's linkages to youth employment programs, Workforce Investment Boards (WIBs), and other job search, career and vocational resources.~~

~~8.32.0.0 Assist Youth to obtain part-time employment within thirty (30) days of entering the program if applicable.~~

### ~~8.33.0~~ Personal Safety:

~~8.34.0.0 Ensure that Youth attend all personal safety courses offered by CONTRACTOR or other resource.~~

~~8.35.0.0 Ensure Youth demonstrates respect and responsible~~

~~behavior towards Youth's roommate(s), other program residents, CONTRACTOR staff and members of the community in which Youth resides.~~

~~8.36.0 — Weapons:~~

~~8.37.0.0 — Ensure no weapons of any kind (guns, knives, etc.) are allowed in housing units, or in the possession of any Youth for any reason.~~

~~8.38.0.0 — Ensure that failure to comply with Subparagraph 9.37.4.1 leads to immediate termination from the program.~~

~~8.39.0 — Visitors:~~

~~8.40.0.0 — Ensure all visitors are pre-approved by the County SW/PO and THPP Program Manager.~~

~~8.41.0.0 — Ensure that no more than two (2) visitors are allowed in a housing unit at any one time without permission from the THPP Program Manager and/or Live-In Case Manager.~~

~~8.42.0.0 — Ensure that no overnight visitors are allowed without pre-approved permission from County SW/PO, THPP Program Manager and Live-In Case Manager.~~

~~8.43.0.0 — Ensure Youth are held accountable for any problems/damages caused by Youth's visitors. Monitoring the behavior of the visitor is the responsibility of Youth. CONTRACTOR staff shall request that the visitor leave if acting inappropriately.~~

~~//~~

~~8.45.0.0 — Ensure that visitors in possession of or under the influence of drugs and/or alcohol are not allowed in the housing units. It is the responsibility of the Youth to make that determination and respond appropriately.~~

~~8.46.0.0 — Ensure all visitors abide by curfew, as defined in Subparagraph 9.37.8 below. Exceptions can be made only with the permission of the County SW/PO and the THPP Program Manager.~~

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~~8.47.0.0 — Ensure runaways acquainted with Youth are not allowed into the housing units at any time. Allowing a runaway into a housing unit may result in the Youth's termination from the program.~~

~~8.48.0.0 — Ensure any problems concerning a visitor are reported immediately to the Live In Case Manager by the Youth.~~

~~8.49.0 — Emergencies:~~

~~8.50.0.0 — Address emergencies described as anything requiring immediate attention or assistance from resources such as police, fire, ambulance, SSA or Probation Department.~~

~~8.51.0.0 — Ensure Youth pass Basic First Aid, Cardiopulmonary Resuscitation (CPR) and attend other safety courses offered by CONTRACTOR or other resources.~~

~~8.52.0.0 — Ensure instruction and understanding of Youth to report all emergencies within twenty four (24) hours to the THPP Program Manager who shall notify the County SW and/or PO, as appropriate.~~

~~8.53.0.0 — Instruct Youth to locate and post emergency telephone numbers for police, fire, ambulance, County SW, SSA, PO, or Probation Department. These phone numbers, including phone numbers for landlord, THPP Program Manager, Case Managers and emergency contact numbers, shall be posted next to the phone in each Youth's housing unit.~~

~~///~~

~~8.55.0.0 — Notify County SW/PO and the TPSP Manager or designee verbally within twenty four (24) hours of any emergency. CONTRACTOR's verbal report shall be followed by the submission of a written Special Incident Report as described in Subparagraphs 13.1.4 and 13.2.2 of this Exhibit A.~~

~~8.56.0 — Medical Problems:~~

~~8.57.0.0 — Inform Youth of the appropriate resources to be used in the event of a medical problem, emergency, routine medical checkups and preventative care.~~

~~8.58.0.0 — Ensure the Youth immediately notify the Live-In Case Manager of a medical emergency.~~

~~8.59.0 — Curfew:~~

~~8.60.0.0 — Ensure the program curfew for Youth is followed in accordance with the Youth's TILP and Program Agreement.~~

~~8.61.0.0 — Ensure Youth follow the curfews of the town or city within which Youth resides if those curfews are earlier than those identified in the Youth's TILP and Program Agreement.~~

~~8.62.0.0 — Extend curfew for special events with prior approval from the THPP Program Manager and County SW/PO.~~

~~8.63.0.0 — Ensure Youth sleep in the Youth's own housing unit every night unless pre-approved by the THPP Program Manager and/or County SW/PO.~~

~~8.64.0 — Budgeting and Payment of Bills:~~

~~———— Case Managers and/or ILS Coach shall:~~

~~8.66.0.0 — Instruct Youth on how to establish a monthly budget and a system for payment of bills for items such as utilities, telephone, rent and other expenses.~~

~~//~~

~~8.68.0.0 — Monitor the Youth's understanding and accountability of budgeting on a weekly basis in order to support and educate Youth on how to live on a fixed income.~~

~~8.69.0 — Purchases:~~

~~8.70.0.0 — Pre-approve all purchases made from Youth's bank account separate from items included in Youth's monthly budget.~~

~~8.71.0 — Lending or Borrowing Money:~~

~~———— Case Managers and/or ILS Coach shall:~~

~~8.73.0.0 — Educate Youth about the hazards of lending or borrowing money.~~

~~8.74.0.0 — Educate Youth to be responsible to pay all of their debts.~~

~~8.75.0.0 — CONTRACTOR staff shall not assume responsibility for replacement or return of money that Youth lends or borrows.~~

~~8.76.0 — Savings:~~

~~8.77.0.0 — Encourage Youth to save a portion of their income in an established savings account as identified in the Youth's Program Agreement to use after emancipation and/or upon exiting the program.~~

~~8.78.0.0 — Encourage Youth to establish financial accountability by submitting copies of deposit slips, pay stubs and bank statements to the THPP Program Manager.~~

~~8.79.0 — Pregnancy:~~

~~8.80.0.0 — Encourage pregnant Youth to continue participation in the program as long as program progress is maintained, with reasonable accommodations, and no medical restrictions as determined by a physician, would preclude the Youth from safe independent living.~~

~~8.81.0 — Parenting:~~

~~8.82.0.0 — Encourage parenting Youth to participate in the program as long as the Youth attends parent education classes, meets and maintains all program requirements, and actively participates in a parenting support program approved by County SW/PO.~~

~~8.83.0.0 — The parenting Youth shall be responsible for identifying and obtaining safe and appropriate childcare while working, attending school and/or training, with the guidance of the County SW/PO and Live-In Case Manager.~~

~~8.84.0 — Childcare:~~

~~8.85.0.0 — Prohibit Youth from providing childcare to children of other program participants.~~

~~8.86.0.0 — Prohibit Youth who are employed as childcare workers~~

by licensed child care providers at the provider's child care facilities from providing any child care services at the housing unit locations.

~~8.87.0 — Housing Unit Cleanliness/Maintenance:~~

~~8.88.0.0 — Teach Youth how to maintain a clean and safe housing unit.~~

~~8.89.0.0 — Instruct Youth to inform the Live-In Case Manager and/or THPP Program Manager when a housing unit item breaks or requires repair/maintenance.~~

~~8.90.0.0 — Inform each Youth that the housing unit is subject to weekly unannounced inspection by the Case Managers and shall be evaluated on but not limited to; cleanliness, tidiness, safety, compliance with curfew and visitor regulations and any other program rules or regulations. The inspection may include a visual check on cleanliness and a search for any prohibited items.~~

~~8.91.0.0 — Inform each Youth that CONTRACTOR may provide incentives for the cleanest housing unit at the end of each month.~~

~~8.92.0 — Furnishings:~~

~~8.93.0.0 — The THPP Program Manager shall ensure all furniture and necessary household items are supplied and functioning prior to the Youth moving into a housing unit.~~

~~8.94.0.0 — Allow Youth to take designated housing unit furniture with them upon exiting the program, or to distribute it equally among program roommates with the assistance of the Live-In Case Manager.~~

~~8.95.0 — Property:~~

~~8.96.0.0 — Inform Youth that deliberate destruction of property by Youth, including physical damage to the housing unit, but not limited to, marking on walls and/or intentional damage to another participant's belongings, etc., shall not be tolerated.~~

~~8.97.0.0 — Determine when a Youth is deliberately damaging property and inform the Youth that they may be subject to a program violation and/or termination~~



from the program at the discretion of CONTRACTOR and in conjunction with the County SW/PO and TPSP Manager. The Youth shall be required to pay for damages.

~~8.98.0 — Alcohol and Drugs:~~

~~8.99.0.0 — Inform Youth alcohol or drugs are not permitted on the housing unit premises.~~

~~8.100.0.0 — Inform each Youth determined by CONTRACTOR to be ingesting or in possession of alcohol or drugs while on the housing unit premises that they may be subject to a program violation and/or termination from the program at the discretion of CONTRACTOR and in conjunction with the County SW/PO and TPSP Manager.~~

~~8.101.0.0 — Inform Youth that smoking is not allowed on housing unit premises nor for Youth seventeen (17) years of age or younger.~~

~~///~~

~~8.103.0 — Decorating:~~

~~8.104.0.0 — Require Youth to obtain the permission of the THPP Program Manager before painting and/or decorating the housing unit.~~

~~8.105.0.0 — Require that all décor must be appropriate and must not contain, for example, obscenities, vulgar content, and/or gang-related material.~~

~~8.106.0 — Noise Level:~~

~~8.107.0.0 — Keep noise level from television or radio equipment and electronic media at a reasonable level as determined by CONTRACTOR staff.~~

~~8.108.0.0 — Begin quiet time in the housing units at 10:00 p.m. nightly.~~

~~8.109.0 — Dating:~~

~~8.110.0.0 — Educate Youth on characteristics of healthy and safe relationships including accessing resources for family planning and reproductive health.~~

~~8.111.0.0 — Encourage Youth to be responsible for individual dating relationships.~~

~~8.112.0 — Vehicles:~~

~~8.113.0.0 — Require Youth to obtain written permission of CONTRACTOR prior to the purchase of, driving or storing a vehicle on premises.~~

~~8.114.0.0 — Require Youth to have a valid driver's license, proof of insurance and maintain insurance in order to drive a vehicle. Youth shall not violate any conditions of probation if applicable, related to operating a motor vehicle.~~

~~8.115.0.0 — Discourage Youth from riding in vehicles as a passenger with unknown persons, or drivers who are known to be unsafe, intoxicated, using alcohol or drugs, or too emotionally distraught to drive safely.~~

~~8.116.0.0 — Require Youth to only ride in vehicles as a passenger with drivers who have been approved by the County SW/PO.~~

~~8.117.0.0 — Inform Youth that a violation of vehicle rules may be subject to a program violation and/or termination from the program at the discretion of CONTRACTOR and in conjunction with the County SW/PO and TPSP Manager.~~

~~8.118.0 — Consequences:~~

~~—— Monitor and enforce consequences for Youth not following the rules and regulations. Consequences may include, but are not limited to:~~

~~8.120.0.0 — Modification of curfew;~~

~~8.121.0.0 — Visitor restrictions;~~

~~8.122.0.0 — Daily office visits;~~

~~8.123.0.0 — More frequent meetings with CONTRACTOR and/or County SW, or PO;~~

~~8.124.0.0 — Restriction of off-site privileges; and~~

~~8.125.0.0 — Termination from the THPP.~~

~~8.126~~9.24 ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

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~~8.126.1~~9.24.1 Clothing/Clothing Allowance:

~~8.126.1.1~~9.24.1.1 Provide clothing items that are requested by COUNTY within three (3) calendar days of the Youth's initial placement date.

~~8.126.1.2~~9.24.1.2 Provide a monthly clothing allowance of no less than seventy-five dollars (\$75.00) to purchase clothing necessary to meet each Youth's needs.

~~8.126.1.3~~9.24.1.3 Maintain receipts for all clothing purchases in Youth's record.

~~8.126.1.4~~9.24.1.4 Maintain an inventory list of each Youth's clothing and personal property which will be initiated at the time of placement, and reviewed and updated at least annually and upon termination of placement. Inventory lists shall be maintained in the Youth's case file.

~~8.126.1.5~~9.24.1.5 Ensure that clothing and other personal items purchased for Youth becomes the property of the Youth and is retained by Youth when placement is terminated.

~~8.126.1.6~~9.24.1.6 Ensure that each Youth take their clothing, clothing allowance, personal property, and valuables with them when they exit the program. If this is not possible, clothing and personal property shall immediately be stored separately and securely for each individual Youth by CONTRACTOR for a maximum period of thirty (30) days, after which, it shall be delivered to Youth's ~~County~~ SW/PO. CONTRACTOR shall supply an appropriate method of transport for clothing and personal property, such as luggage or canvas type duffel bags, at termination of placement.

~~8.126.2~~9.24.2 Personal Needs:

~~8.126.2.1~~9.24.2.1 Provide personal care items, including, but not limited to, toothpaste, toothbrush, soap, hair care items, and hygienic supplies appropriate for each Youth's specific needs.

~~8.126.2.2~~9.24.2.2 Personal items shall be the property of each Youth and shall be retained by Youth upon termination of placement.

~~8.126.2.3~~9.24.2.3 Provide clean, fresh towels, mattress pad, pillows, sheets and blankets in sufficient number to assure cleanliness and warmth.

~~8.126.3~~9.24.3 Food:

~~8.126.3.1~~9.24.3.1 ————— Ensure Youth will receive an adequate and balanced diet as required by Title 22. In addition, maintain the following minimum emergency supplies per Youth on the premises:

~~8.126.3.2~~9.24.3.2 One (1) week supply of staple nonperishable foods;

~~8.126.3.3~~9.24.3.3 Two (2) day supply of fresh perishable foods; and

~~8.126.3.4~~9.24.3.4 A minimum of five (5) day supply of at least one (1) gallon of water per Youth.

~~8.126.4~~9.24.4 Allowances:

~~8.126.4.1~~9.24.4.1 Provide each Youth with an allowance sufficient for Youth to purchase food and other necessities.

~~8.127~~9.25 Safeguards ~~For~~for Cash Resources, Personal Property ~~And~~and Valuables:

~~8.127.1~~9.25.1 In accordance with Title 22, CCR Section 80026, Division 6, CONTRACTOR shall assist each Youth in keeping cash resources, personal property, and valuables separate and intact. CONTRACTOR shall maintain accurate records of such resources.

~~8.127.2~~9.25.2 -In the event that Youth is employed, CONTRACTOR shall assist Youth in setting up a bank account to the satisfaction of the Youth's County SW/PO. Youth's funds shall not be commingled with CONTRACTOR's funds or petty cash.

~~8.128~~9.26 Termination Policies:

~~8.128.1~~9.26.1 Youth shall be subject to CONTRACTOR's termination policies and may be terminated from the program for including, but not limited to, the following reasons:

~~8.128.1.1~~9.26.1.1 Failure to follow ~~program Rules and Regulations identified in Paragraph 9.37~~, the TILP, or Program Agreement;

~~8.128.1.2~~9.26.1.2 Involvement in illegal activities (e.g., use of alcohol, drugs, theft, assault, etc.);

~~8.128.1.3~~9.26.1.3 Destruction of property;  
~~8.128.1.4~~9.26.1.4 Participation in high risk or unsafe behavior;  
~~8.128.1.5~~9.26.1.5 Continual misuse of allowance or personal money without signs of growth;  
~~8.128.1.6~~9.26.1.6 Violation of visitation policy;  
~~8.128.1.7~~9.26.1.7 Making threats of any nature to CONTRACTOR staff or other program Youth;  
~~8.128.1.8~~9.26.1.8 Eviction by landlord;  
~~8.128.1.9~~9.26.1.9 Absent Without Leave (AWOL) status;  
~~8.128.1.10~~9.26.1.10 Behavior or misconduct that jeopardizes the Youth's individual, or other participant's, personal safety or success in the program;  
~~8.128.1.11~~9.26.1.11 Committing arson; and  
~~8.128.1.12~~9.26.1.12 Administrative ~~terminations of which~~action resulting in Youth's services are being suspended ~~due to administrative action (i.e.,~~ termination of dependency, etc.).

~~8.128.29.26.2~~ CONTRACTOR may terminate Youth from the program upon ~~seven (7) business days~~fourteen (14) calendar days' advance written notice to the Youth, ~~County~~ SW/PO and TPSP Manager. CONTRACTOR shall review termination decisions with the TPSP Manager upon request. The TPSP Manager will make the final decision regarding Youth's termination from the program which shall be binding on CONTRACTOR.

~~8.129~~9.27 Removal or Transfer of Youth:

~~8.129.19.27.1~~ Notwithstanding any other provision, COUNTY may, in its sole discretion, remove, with or without stating cause, any or all Youth placed with CONTRACTOR at any time.

~~8.129.29.27.2~~ Except in an emergency, no Youth shall be moved or transferred from one facility to another facility of CONTRACTOR without prior authorization from Youth's ~~County~~ SW/PO.

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~~8.131.9.28~~ 9.28 After-Care:

~~8.131.19.28.1~~ After-care support services shall be offered to the Youth for a minimum of one (1) year after exiting the program ~~if the Youth agrees to participate. CONTRACTOR shall offer the following.~~ At minimum, after-care support services ~~to Youth;~~ will include monthly support groups and service referrals, as needed, to address the Youth's needs.

~~8.131.2.0~~ Monthly Alumni group; and

~~8.131.31.1.1~~ Community resource referrals as needed.

~~8.131.49.28.2~~ CONTRACTOR ~~shall track and evaluate the success of Youth~~ will offer incentives for Youth to participate in post-evaluation program once a year for two (2) years after ~~exiting~~ Youth exit the program. The CONTRACTOR will evaluate the Youth's progress and success by requesting the Youth to answer questions ~~if the Youth agrees to participate~~ regarding the following:

~~8.131.4.19.28.2.1~~ Education;

~~8.131.4.29.28.2.2~~ Employment/Career;

~~8.131.4.39.28.2.3~~ Financial/Budgeting;

~~8.131.4.49.28.2.4~~ Health/Medical/Insurance;

~~8.131.4.59.28.2.5~~ Housing;

~~8.131.4.69.28.2.6~~ Independent Living Skills; and

~~8.131.4.7~~ Connections with caring adults.

9.28.2.7 Permanency/Circle of Support.

~~8.131.59.28.3~~ CONTRACTOR ~~shall offer incentives to Youth to participate in a~~ will provide ADMINISTRATOR any and all completed ~~post-evaluation program once a year.~~ evaluations upon request.

~~8.1329.29~~ 9.29 Absence Report:

~~8.132.19.29.1~~ An authorized absence from the program is one to which Youth's ~~County~~ SW/PO has authorized and/or has mutual agreement for absence with CONTRACTOR.

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~~8.132.29.29.2~~ In the case of any other absence, CONTRACTOR shall immediately telephone Youth's ~~County~~ SW/PO, the TPSP Manager or designee, the local law enforcement agency, ~~ECL~~CCLD, and Youth's parent(s)/guardian(s), if applicable. Written notification from CONTRACTOR shall be received within twenty-four (24) hours thereafter by Youth's ~~County~~ SW/PO.

~~8.132.39.29.3~~ Following the return of a Youth's unauthorized absence, CONTRACTOR shall immediately notify the Youth's ~~County~~ SW/PO, the TPSP Manager or designee, the local law enforcement agency, ~~ECL~~CCLD, and the Youth's parent(s)/guardian(s), if applicable.

~~8.132.49.29.4~~ CONTRACTOR shall provide an evaluation and intervention plan for the Youth that emphasizes the significance of their unauthorized absence to minimize and decrease future unauthorized absences. The intervention plan shall be documented in the Youth's case file.

~~8.132.59.29.5~~ CONTRACTOR shall maintain a record of authorized and unauthorized absences in the Youth's case file.

~~8.133.9.30~~ Youth Records:

~~8.133.19.30.1~~ CONTRACTOR shall prepare and maintain accurate and complete records of each Youth as required by ~~ECL~~CCLD and ADMINISTRATOR. Records of Youth shall be subject to the confidentiality provisions of any applicable policies and orders of the Orange County Juvenile Court and WIC Section 827 et. seq. Youth's records shall include, but not be limited to:

~~8.133.1.1~~9.30.1.1 Placement agreement;

~~8.133.1.2~~9.30.1.2 Statement of any known or suspected dangerous behavior;

~~8.133.1.3~~9.30.1.3 Social history report;

~~8.133.1.4~~9.30.1.4 TILP and Program Agreement;

~~8.133.1.5~~9.30.1.5 Youth financial information, including revenues and

disbursements for material provided by ADMINISTRATOR and signed for by Youth, and allowances received by and signed for by Youth;

~~8.133.1.6~~9.30.1.6 Reports on interviews with Youth;

~~8.133.1.7~~9.30.1.7 Progress notes and school performance;

~~8.133.1.8~~9.30.1.8 Special Incident Reports;

~~8.133.1.9~~9.30.1.9 Clinical notes on services provided by treatment professionals;

~~8.133.1.10~~9.30.1.10 Medical/dental records of visits/treatment, including a copy of a physical that is less than one (1) year old; and

~~8.133.1.11~~9.30.1.11 Medication log as required by Title 22, CCR.

~~8.134~~9.31 -County Records:

~~8.134.1~~9.31.1 Upon denial of a referral for the THPP, CONTRACTOR ~~shall~~will immediately return all documents furnished by ~~ADMINISTRATOR~~COUNTY to ~~the County SW/PO~~if it is determined that a Youth shall not participate in the THPP.

~~8.134.2~~9.31.2 Upon completion or termination of Youth's participation in the program, CONTRACTOR shall return all original records furnished by ADMINISTRATOR to ~~County SW/PO upon request~~if requested. Records shall be provided within thirty (30) days ~~after Youth exits the program~~of request.

## ~~9.~~ FACILITIES

### 10. FACILITY REQUIREMENTS

~~9.1~~10.1 CONTRACTOR shall provide supervised ~~transitional~~ housing units ~~for up to twenty (20) Youth as defined in Paragraph 1.1 of this Exhibit A,~~ in cities located within Orange County which may include apartments, condominiums, or single family dwellings leased or owned and coordinated by CONTRACTOR.

~~9.2~~10.2 CONTRACTOR shall ensure all housing units:

~~9.2.1~~10.2.1 Have reasonable access to public transportation to schools, employment, supportive services, shopping, medical care, and community resources;



~~9.2.2~~10.2.2 Include a private and furnished ~~bedrooms~~bedroom for each Youth with a minimum of two (2) bedrooms in each unit. ~~Two (2) Youth may share one (1) bedroom in a unit. No more than three (3)~~four (4) Youth shall be housed in a two (2) bedroom unit;

~~9.2.3~~ — ~~Afford reasonable privacy to each Youth.~~

~~9.2.4~~10.2.3 Have an approved commercially manufactured and functioning smoke detector and carbon dioxide (CO<sub>2</sub>) detector installed in hallways and in each Youth's sleeping area;

~~9.2.5~~10.2.4 Have a functioning telephone for Youth which may be restricted to local phone calls;

~~9.2.6~~10.2.5 Have functioning utilities such as water, electricity, gas, and heating. CONTRACTOR shall ensure Youth are oriented to the usage and safe operation of these utilities; and

~~9.2.7~~10.2.6 ~~CONTRACTOR~~CONTRACTOR's staff shall reside on-site.

#### ~~10.11.~~ HOURS OF OPERATION

~~10.1~~11.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population as determined by COUNTY. At a minimum, CONTRACTOR shall provide services during business days Monday through Friday, from 8:00 a.m. to 5:00 p.m., and be available twenty-four (24) hours per day, seven (7) days per week, to provide direction and assist in handling crisis and emergency situations.

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

## ~~11.12.~~ 12. REPORTING REQUIREMENTS

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

~~11.1~~12.1 A monthly population census report, including, but not limited to, entry and exit date of Youth and any other statistical data as requested by ADMINISTRATOR, by the tenth (10th) calendar day of each month, for services provided in the previous month.

~~11.2~~12.2 A monthly tracking report indicating overall program progress, including individual progress breakdown of each Youth ~~off~~for each outcome objective described in Subparagraph 8.3, by the tenth (10th) calendar day of each month, for services provided in the previous month.

~~##~~

~~11.4~~12.3 An annual cumulative tracking report indicating overall program progress of each outcome objective described in Subparagraph 8.3, within thirty (30) calendar days after each yearly contract cycle of July 1 through June 30 for services provided.

~~11.5~~12.4 Intake Summary: ~~Shall~~The Intake Summary shall be completed within thirty (30) calendar days of placement in the program and shall be maintained in the Youth's case file. The Intake Summary shall include, but is not limited to:

~~11.5.1~~12.4.1 Identification of Youth's strengths;

~~11.5.2~~12.4.2 Medical and dental needs;

~~11.5.3~~12.4.3 Psychological/psychiatric evaluations obtained;

~~11.5.4~~12.4.4 Case staffing review summaries;

~~11.5.5~~12.4.5 Educational assessment;

~~11.5.6~~12.4.6 Peer adjustment;

~~11.5.7~~12.4.7 Relationship with CONTRACTOR staff;

~~11.5.8~~12.4.8 Involvement in recreation programs;

~~11.5.9~~12.4.9 Behavioral problems;

~~11.5.10~~12.4.10 Motivators, triggers, means of de-escalation; and

~~11.5.11~~12.4.11 Involvement/relationship with parent(s), relatives, NREFMs, significant relationship connections, and important persons.

~~11.6.0~~ — Intake Summary shall be completed within thirty (30) calendar days of placement in the program and shall be maintained in the Youth's case file.

~~11.7~~12.5 Needs and Services Plan: Shall be developed in partnership with the Youth and all of the Youth's treatment providers, including the ~~County~~ SW/PO, within thirty (30) calendar days of the Youth's placement in the program. CONTRACTOR shall prepare and submit a signed copy of the plan, including Youth's signature, to the Youth's ~~County~~ SW/PO, within seven (7) calendar days of completion. A progress report identifying the Youth's strengths and progress in stepping down to a lower level of care shall be prepared by CONTRACTOR with signatures, and submitted to the Youth's ~~County~~ SW/PO every three (3) months thereafter. The plan shall be based on information, including, but not limited to, the following:

~~11.7.1~~12.5.1 Review of the HEP and HEP Encounter form;

~~11.7.2~~12.5.2 Placement information;

~~11.7.3~~12.5.3 Service needs of the Youth's family structure and permanency plan;

and

~~11.7.4~~12.5.4 Utilization of the TILP and Program Agreement.

~~11.8~~12.6 Monthly Progress Report: Shall be submitted to the Youth's ~~County~~ SW/PO by the tenth (10th) calendar day of each month, for services provided in the previous month. These progress reports shall include, but not be limited to:

~~11.8.1~~12.6.1 Progress towards accomplishing long-range goals, short-term objectives, and tasks;

~~11.8.2~~12.6.2 Identification of Youth's unmet needs, assessment of unmet needs, and efforts made to meet these needs;

~~11.8.3~~12.6.3 Reassessment of Youth's adjustment to the THPP;

~~11.8.4~~12.6.4 Current status of Youth's physical and psychological health, report of medical care received, and medication given;

~~11.8.5~~12.6.5 Modification of the TILP and/or Program Agreement, and as necessary, the tasks to be performed and changes in the anticipated length of placement;

~~11.8.6~~12.6.6 A record of any serious behavioral, mental health, or medical issues and how these issues were addressed, including Youth's responses;

~~11.8.7~~12.6.7 A record of parental contacts, conferences, and visits, contacts with relatives and friends so far as they are made known, and any significant reaction thereto openly displayed by Youth;

~~##~~

~~11.8.9~~12.6.8 A record of telephonic and/or face-to-face contacts with Youth's County SW/PO during the month;

~~11.8.10~~12.6.9 The dates of contacts with treatment providers, including, but not limited to, psychiatrist(s), psychologist(s), MFT's, and/or LCSW's, during the month; and

~~11.8.11~~12.6.10 CONTRACTOR shall also make available to the Youth's County SW/PO, copies of any pertinent information such as school reports, medical reports, and psychological/psychiatric reports.

~~11.9~~12.7 Six Month Progress Report: Shall be submitted every six (6) months to the Youth's County SW/PO by the tenth (10th) calendar day of the required reporting month. These progress reports shall include, but not be limited to:

~~11.9.1~~12.7.1 Progress towards accomplishing long-range goals, short-term objectives, and tasks;

~~11.9.2~~12.7.2 Identification of Youth's unmet needs, assessment of unmet needs, and efforts made to meet these needs;

~~11.9.3~~12.7.3 Reassessment of Youth's adjustment to the THPP;

~~11.9.4~~12.7.4 Current status of Youth's physical and psychological health, report of medical care received, and medication given;

~~11.9.5~~12.7.5 Modification of the TILP and/or Program Agreement, and as necessary, the tasks to be performed and changes in the anticipated length of placement;

~~11.9.6~~12.7.6 A record of any serious behavioral, mental health, or medical issues and how these issues were addressed, including Youth's responses;

~~11.9.7~~12.7.7 A record of parental contacts, conferences, and visits, contacts with relatives and friends so far as they are made known, and any significant reaction thereto openly displayed by the Youth;

~~##~~

~~11.9.9~~12.7.8 A record of telephonic and/or face-to-face contacts with Youth's ~~County~~ SW/PO during the six-month period; and

~~11.9.10~~12.7.9 The dates of contacts with treatment providers, including but not limited to, psychiatrist(s), psychologist(s), MFT's, and/or LCSW's during the six-month period; and

~~11.10.0 — CONTRACTOR shall also make available to Youth's County SW/PO, copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports.~~

~~11.11~~12.8 Termination Summary: Shall be submitted to the Youth's ~~County~~ SW/PO, within thirty (30) calendar days of successful completion or termination of Youth's placement, consisting of a closing summary of all issues regularly reported in the ~~monthly progress reports~~ Monthly Progress Reports, including, but not limited to:

~~11.11.1~~12.8.1 Name, address, and phone number of location, and person(s) Youth was discharged/placed to, and date of discharge;

~~11.11.2~~12.8.2 Records relating to treatment provided to Youth;

~~11.11.3~~12.8.3 Any monies (i.e., allowances, savings) owed to the Youth; and

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

~~11.11.4~~12.8.5 The Youth shall sign the Termination Summary in agreement with the identification of personal belongings and clothing released to the Youth when exiting the

program.

# ~~11.~~ SPECIAL OR UNPLANNED INCIDENTS

## ~~11.13~~ 12.9 Serious Illness, Accident/Injury, Hospitalization, or Death:

~~11.13.1~~ CONTRACTOR shall will immediately telephone ~~the~~ Youth's County SW/PO, and the TPSP Manager or designee, upon CONTRACTOR becoming aware of any serious illness, accident/injury, hospitalization, or death of any Youth in CONTRACTOR's care. ~~If In~~ the County SW/PO is unavailable, event CONTRACTOR ~~shall make person is unable to~~ reach the County SW/PO's supervisor and the Program Officer of the Day. above listed parties, CONTRACTOR ~~shall also immediately telephone the TPSP Manager or designee regarding:~~

~~11.13.2.0~~ Death of a Youth;

~~11.13.3.0~~ Hospitalization;

~~11.13.4.0~~ Any serious illness;

~~11.13.5.0~~ Accident/injury;

~~11.13.6.0~~ Suicide attempt;

~~11.13.7.0~~ Abduction;

~~11.13.8.0~~ Client re-location; and

~~11.13.9.0~~ Natural or man-made disaster or evacuation.

~~11.13.10~~ 12.9.1 ~~If the County SW/PO, supervisor, Program Officer of the Day, TPSP Manager or designee is unavailable, CONTRACTOR shall will~~ make person-to-person notification by calling SSA-~~/~~Orangewood Children and Family Center (OCFC) ~~at (714) 935-7080~~ Intake or Probation Department/Juvenile Hall/Records at (714) 935-7411 (After 5:00 PM (714) 935-6351). This verbal report will be followed by a written report within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death.

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

12.9.2.1 The name and date of birth of Youth;

12.9.2.2 The date, time, and location of serious illness, accident/injury

hospitalization, or death;

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

12.9.2.4 The program under which Youth was participating; and

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

#### 12.10 Special Incidents:

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

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

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

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

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

12.10.2 This verbal report will be followed by the submission of a written Special Incident Report (SIR) form approved by COUNTY, to the SW/PO and TPSP Manager and/or designee, within three (3) calendar days of the incident via the CFS SIR Fax Line at (714) 940-3961 and/or the Secure Communication Management System (SCMS) or the Probation Department SIR Fax Line at (714) 935-7725.

~~11.13.11~~ 12.10.3 CONTRACTOR ~~shall~~will comply with the "Special Incident Reporting Guidelines for Residential Facilities, Group Home, Small Family Home, and Foster Family Agency," developed by CDSS, CCLD, and incorporated herein by reference, as it

currently exists or may hereafter be amended.

~~11.13.12~~12.10.4 CONTRACTOR shall follow the verbal report with the submission of an electronic Special Incident Report ~~via the online Foster Youth Information (FYI) System~~ within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death occurs. ~~In the event the FYI system is not available,~~ CONTRACTOR shall submit the Special Incident Report via facsimile within twenty-four (24) hours of the incident via the CFS Special Incident Report Fax Line at (714) 940-3961 or the Secure Communication Management System (SCMS).

~~11.13.13 — Standard protocol~~CLSA Reporting: CONTRACTOR shall ~~resume once~~administer the ~~FYI system becomes available.~~

~~11.13.14 — The verbal~~CLSA to participants upon admission into THPP, every six months thereafter, and ~~written upon exiting THPP. The Contractor will generate a report shall include, but not be limited to:~~

~~11.13.15.0 — Name and date of birth of Youth;~~

~~11.13.16.0 — Date, time and location of serious illness, accident/injury, hospitalization or death;~~

~~11.13.17.0 — A complete, concise description(s) of the circumstances~~results and ~~natures~~shall provide COUNTY a copy of the ~~incident;~~

~~11.13.18.0 — Names of all parties involved in the incident;~~

~~11.13.19.0 — Names of all CONTRACTOR's officers, employees, agents, subcontractors, or volunteer staff who have knowledge of the incident.~~

~~11.13.20 — Name of the attending physician;~~

~~11.13.21 — Name of the hospital;~~

~~11.13.22 — When applicable, the police report number, name of the police agency handling the incident, date of the police report and a summary of the circumstances.~~

~~11.13.1.1 — Other (s) upon request~~Special Incidents:

~~11.13.24 — CONTRACTOR shall immediately telephone the County SW/PO and~~



TPSP Manager or designee if any of the following occurs:

~~11.13.25.0 — Assault;~~

~~11.13.26.0 — Medication Administration Errors;~~

~~11.13.27.0 — Child/youth refused medication;~~

~~11.13.28.0 — Mis-administered medication;~~

~~11.13.29.0 — Missed medication;~~

~~11.13.30.0 — Self injury;~~

~~11.13.31.0 — Sexual activity;~~

~~11.13.32.0 — Suspension from school;~~

~~11.13.33.0 — Unauthorized school absences;~~

~~11.13.34.0 — Absence without leave;~~

~~11.13.35.0 — Possession of contraband or illegal substance and/or~~

~~weapons;~~

~~11.13.36.0 — Law enforcement intervention and/or arrest;~~

~~11.13.37.0 — Property damage and or vandalism;~~

~~11.13.38.0 — Personal rights complaint; and~~

~~11.13.39.0 — Any behavior or activities by any volunteer or~~

~~CONTRACTOR staff while on duty which substantially disrupts activities within CONTRACTOR's facility and jeopardizes the status, safety, or health of a Youth placed by ADMINISTRATOR.~~

~~11.13.40~~12.10.5 CONTRACTOR shall follow the verbal report with the submission of an electronic Special Incident Report via the online FYI System within three (3) calendar days of the incident. In the event the FYI system is not available, CONTRACTOR shall submit the Special Incident Report via facsimile within three (3) calendar days of the incident via the CFS Special Incident Report Fax Line at (714) 940-3961 or the SCMS.

## 12.13. HANDLING COMPLAINTS

CONTRACTOR shall:

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~~12.1~~13.1 Develop, operate, and maintain procedures for receiving, investigating, and responding to complaints, including Civil Rights complaints, requests for COUNTY reviews, negative comments, and other complaints relating to the THPP filed by Youth, other contract service providers, community organizations, and the public.

~~12.2~~13.2 Maintain a log for identification and response to complaints. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines. Ideal responses to complaints should occur within two (2) business days.

~~12.3~~13.3 For Civil Rights complaints, CONTRACTOR shall refer to Subparagraph ~~8.6.2~~9.4 of this Agreement.

~~12.4~~13.4 Identify issues with potential legal implications, and review any such cases with designated COUNTY staff prior to responding to the complaints.

~~12.5~~13.5 Provide to COUNTY, in a form approved by ADMINISTRATOR, information pertaining to complaints, including CONTRACTOR's response, as described in Subparagraph ~~14.1~~13.1, within ten (10) business days of the complaint. CONTRACTOR shall provide a summary of all complaints and/or negative comments as prescribed and in a format approved by ADMINISTRATOR.

### ~~13.~~ OUTSIDE CONTACTS

~~CONTRACTOR shall:~~

~~15.0 — Immediately inform ADMINISTRATOR upon receiving any inquiry from an elected official, their representative, participant advocate, or the press and immediately provide information in order to permit ADMINISTRATOR to respond.~~

~~16.0 — Consult with ADMINISTRATOR prior to initiating contact with a participant advocate or the press.~~

~~17.0 — Inform ADMINISTRATOR prior to initiating contact with an Orange County elected official or their representative.~~

### ~~18.~~14. CONTRACTOR PERFORMANCE MONITORING

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~~18.1~~14.1 CONTRACTOR's performance shall be monitored and reviewed by ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in providing the information necessary for performance monitoring. ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not be limited to, the following:

~~18.1.1~~14.1.1 ADMINISTRATOR will inspect CONTRACTOR cases and applicable data reports to ensure compliance with the outcome objectives as described in ~~Paragraph~~Subparagraph 8.3, ~~of this~~ Exhibit A-;

~~18.1.2~~14.1.2 Random sampling of program activities, including a review of case files;

~~18.1.3~~14.1.3 Activity checklists and random observations;

~~18.1.4~~14.1.4 Inspection of output items on a periodic basis as deemed necessary; and

~~18.1.5~~14.1.5 Participant complaints and/or participant questionnaires.

~~18.2~~14.2 If it is determined that the services were not performed in accordance with this Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall, within the time period specified in any such corrective action plan, remedy the performance defects.

~~18.3~~14.3 CONTRACTOR shall cooperate with COUNTY in providing the information necessary for performance monitoring and with authorized ~~State~~state or ~~Federal~~federal representatives who may audit program services. Performance evaluation meetings shall be conducted as deemed necessary by ADMINISTRATOR.

#### ~~19.15.~~ QUALITY CONTROL

~~19.1~~15.1 Throughout the term of this Agreement, CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP); in a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The QCP shall be

effective on the start date of this Agreement and shall be updated and resubmitted for ADMINISTRATOR approval when changes occur. The QCP will include, but not be limited to, the following:

~~19.1.1~~15.1.1 The method for ensuring the services, deliverables, and requirements defined in this Agreement are being provided at or above the level of quality per this Agreement;

~~19.1.2~~15.1.2 The method for assuring that CONTRACTOR staff rendering services under this Agreement have the necessary qualifications;

~~19.1.3~~15.1.3 The method for identifying and preventing deficiencies in the quality of service as defined by COUNTY policy;

~~19.1.4~~15.1.4 The method for providing ADMINISTRATOR with a copy of CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve identified problems;

~~19.1.5~~15.1.5 Items/areas to be inspected on either a scheduled or unscheduled basis, how often inspections shall be accomplished, and the title of the individual(s) who shall perform the inspections;

~~19.1.6~~15.1.6 Specific methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable;

~~19.1.7~~15.1.7 Maintenance of a file of all inspections conducted by CONTRACTOR and, if necessary, the corrective action taken; and

~~19.1.8~~15.1.8 Method for continuing services in the event of a man-made or natural disaster.

## ~~20.16.~~16. BUSINESS CONTINUITY PLAN

~~20.1~~16.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that identifies how CONTRACTOR shall continue to provide services after a business interruption, including but not limited to, a man-made or natural disaster. The BCP will include a Disaster Preparedness and Response Plan and shall be submitted to COUNTY within thirty (30) days after

the commencement of this Agreement.

~~20.2.2~~16.2 The Disaster Preparedness and Response Plan shall include, but not be limited to, the following:

~~##~~

~~20.2.2~~16.2.1 Evacuation protocols and procedures that include the CONTRACTOR's responsibility for the safety, relocation, and tracking of all Youth in CONTRACTOR's care during any disaster event.

~~20.2.3~~16.2.2 Notification to be made to ADMINISTRATOR with regard to Youth's welfare, including the provision of on-site emergency contact information.

~~20.2.4~~16.2.3 Provisions for maintaining court ordered services during a disaster.

~~20.2.5~~16.2.4 Protection and recovery of Youth's records.

~~20.2.6~~16.2.5 Provision of crisis-response services to Youth such as crisis counseling, medical needs, both through the provision of prescribed medications, or through the provision of emergency medical services.

~~20.2.7~~16.2.6 Disaster response training for CONTRACTOR staff.

## ~~21.17.~~17. STAFF TRAINING

~~21.1~~17.1 CONTRACTOR shall participate in training(s) that COUNTY determines to be mandatory, including, but not limited to, annual Child Abuse and Dependent/Elder Abuse Reporting trainings.

~~21.2~~17.2 CONTRACTOR shall conduct subsequent training(s) for its staff, and shall:

~~21.2.1~~17.2.1 Provide ongoing staff training and assistance to its staff to ensure that all assignments are effectively handled.

~~21.2.2~~17.2.2 Develop a training program to educate its staff on the characteristics of the Youth placed in the THPP.

~~21.2.3~~17.2.3 -Ensure that its staff will participate in trauma informed training and engage in trauma informed practice accordingly.

~~21.2.4~~17.2.4 Ensure that its staff receives training in understanding cultural

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

~~24.2.5~~ 17.2.5 Maintain a log of in-house training activities and participants in compliance with Title 22 Regulations. This log shall be made available to COUNTY upon request.

## ~~22.18.~~ STAFFING REQUIREMENTS

~~22.4~~ 18.1 CONTRACTOR staff must meet the requirements set forth in Title 22 Regulations.

~~22.2~~ 18.2 All services must be linguistically and culturally responsive to the Youth served. Although English is the predominant language spoken, there are Youth whose primary language is not English (~~i.e.g.~~, Spanish or Vietnamese).

~~22.3~~ 18.3 All direct service staff shall speak, read, and write in English, with the ability to prepare clear, complete, concise written and verbal reports in English.

~~22.4~~ 18.4 Bilingual Direct Service staff shall speak, read, and write the specified second language (i.e., Spanish or Vietnamese) in which services are to be delivered and shall be available to provide such services to the Youth.

~~22.5~~ 18.5 Bilingual staffing ratios shall be maintained in accordance with the language needs of the target population.

~~22.6~~ 18.6 All direct service staff shall:

~~22.6.1~~ 18.6.1 Be proficient in the use of personal computers and Microsoft Windows (Word, Excel, and Outlook).

~~22.6.2~~ 18.6.2 Be trained, knowledgeable, and experienced in the needs of the target population.

~~22.6.3~~ 18.6.3 All staff residing or working in the THPP shall be employees of CONTRACTOR, and shall:

~~22.6.4~~ 18.6.4 Maintain confidentiality;

~~22.6.5~~ 18.6.5 Be available twenty-four (24) hours per day, seven (7) days per week, for crisis intervention and support with emergency telephone number(s) provided to each

Youth who may call for assistance—;

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

18.6.2 Receive clearance from a Child Abuse Clearance Index check;

~~22.6.6~~18.6.3 Receive clearances from the public websites as described in Subparagraph ~~26.3~~27.5, with negative results;

~~22.6.7~~18.6.4 Receive clearances from the Department of Justice and the Child Abuse Clearance Index as described in Subparagraph ~~26.4~~27.5, with negative results;

~~22.6.8~~18.6.5 Provide a drug screen with proof of negative results;

~~22.6.9~~18.6.6 Pass a physical examination;

~~22.6.10~~18.6.7 -Complete a tuberculosis screening test with proof of negative results;

~~22.6.11~~18.6.8 Possess Basic First Aid and Cardiopulmonary Resuscitation Certification (CPR); and

~~22.6.12~~18.6.9 Possess a valid California State driver's license with acceptable driving record, as determined by CONTRACTOR's insurance carrier, and verified clearance from the California Department of Motor Vehicles.

## ~~23.19.~~ STAFF

~~23.1~~19.1 CONTRACTOR shall employ the following described Administrative and Direct Service positions at the specified full-time equivalent (FTE):

### ~~—~~ Administrative Position:

~~23.2~~19.2 ~~THPP~~Residential Program Manager: 1.0 FTE

### ~~—~~ Duties:

~~23.2.1~~19.2.1 Direct the planning, implementation, and coordination of all policies and procedures of the THPP.

~~23.2.2~~19.2.2 Monitor and ensure compliance with all Title 22, CCR standards.

~~23.2.3~~19.2.3 Facilitate, oversee, and monitor placement referrals from the

COUNTY in collaboration with CONTRACTOR staff and the Licensed Clinical ~~Director.~~ Case Manager.

~~23.2.4~~19.2.4 -Oversee and monitor discharge planning, termination, and placements in collaboration with CONTRACTOR staff.

~~23.2.5~~19.2.5 -Oversee development, implementation, and monitoring of all services provided.

~~23.2.6~~19.2.6 -Manage the day-to-day program operations, including budgeting, administration, program activities, facility maintenance, staff development, and training, and provide supervision to all applicable CONTRACTOR's direct service ~~CONTRACTOR~~ staff.

~~23.2.7~~19.2.7 -Oversee and monitor the quality of service delivery for all services provided.

~~23.2.8~~19.2.8 -Monitor coordination of referrals to HCA Behavioral Health Services in accordance with HCA referral protocol for behavioral, mental health, alcohol and ~~drug~~ substance abuse, and psychiatric and medication services. Monitor follow-up and collaboration with HCA for ongoing services and any medication needs of the Youth.

~~23.2.9~~19.2.9 -Coordinate, develop, and implement protocol and procedures for emergency medical, behavioral, mental health, alcohol and drug abuse crises, evaluation, intervention, and support during regular business, and after-hours.

~~23.2.10~~19.2.10 -Oversee and monitor appropriate utilization of certified behavioral crisis prevention, crisis management, and crisis intervention program compliance.

~~23.2.11~~19.2.11 -Notify ADMINISTRATOR of any problematic situations in a timely manner.

~~23.2.12~~19.2.12 -Oversee completion and delivery of required reports to ADMINISTRATOR in a timely manner.

~~23.2.13~~19.2.13 -Maintain oversight of Youth's case files in accordance with ~~CCL~~CCLD, Title 22 Regulations.

~~23.2.14~~19.2.14 -Attend and participate in all required COUNTY meetings.

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~~23.2.15~~19.2.15 Establish and maintain collaborative relationships and partnerships with local community resource providers.

~~23.2.16~~19.2.16 -Ensure the health, safety, and well-being of Youth.

~~23.2.17~~19.2.17 -Maintain oversight of any visitors to the THPP housing units.

~~23.2.18~~19.2.18 -Direct and facilitate the correction of deficiencies and quality improvement efforts.

~~23.2.19~~19.2.19 Maintain oversight of After-Care Support resources.

~~23.2.20~~19.2.20 Provide ongoing and timely communication with the COUNTY.

~~23.2.21~~19.2.21 Identify, locate, and coordinate all functions of leased or owned housing unit properties and furnishing of housing units.

~~23.2.22~~19.2.22 -Manage CONTRACTOR's relationship with property managers.

~~23.2.23~~19.2.23 -Facilitate property maintenance requests.

~~23.2.24~~19.2.24 -Inspect housing units ~~for~~at the time of move-in; and move-out ~~and~~; conduct monthly maintenance ~~check~~checks for safety and/or damages; and coordinate emergency ~~maintenance and repairs~~ in accordance with tenant's rights.

~~23.2.25~~19.2.25 Be available twenty-four (24) hours per day, seven (7) days per week, to provide direction and assist in handling crisis and emergency situations.

—Minimum Qualifications:

~~23.2.26~~19.2.26 Master's Degree from an accredited college/university in Human Services, Behavioral Science, Psychology, or related field.

~~23.2.27~~19.2.27 Four (4) years of experience in a residential child care setting, including case management duties related to the target population.

~~23.2.28~~19.2.28 Excellent written and oral communication skills, organizational, management, and leadership skills.

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—Direct ~~Service~~Services Positions:

~~23.3~~19.3 Live-In Case Manager: 1.0 FTE

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—Duties:

~~23.3.1 — Maintain overall on-site program functioning and oversight of Live-In Case Manager duties.~~

19.3.1 Reside on-site during scheduled work hours.

~~23.3.2~~19.3.2 Ensure compliance with Title 22, CCR.

~~23.3.3~~19.3.3 Maintain accurate daily records and reports on Youth's progress and prepare or assist in completion of required records, reports, and correspondence.

~~23.3.4~~19.3.4 Maintain accurate financial records, including, but not limited to, receipts of all funds spent.

~~23.3.5~~19.3.5 Participate in CONTRACTOR team meetings and assist with the assessment and determination of individual treatment needs of the Youth.

~~23.3.6~~19.3.6 Meet with Youth at minimum on a weekly basis to discuss case management goals.

~~23.3.7~~19.3.7 Provide supervision, support, guidance, counseling, mentoring, and promote self-sufficiency of Youth.

~~23.3.8~~19.3.8 Engage Youth in positive interactions and model appropriate listening and communication skills.

~~23.3.9~~19.3.9 Provide instruction to Youth in the domains of budgeting and finance, housekeeping, hygiene, meal planning and preparation, healthy relationship skills, problem solving, and general life skills.

~~23.3.10~~19.3.10 Implement and monitor the Youth's TILP and Program Agreement.

~~23.3.11~~19.3.11 Ensure appropriate and timely medical attention for each Youth, assist with administering medications as prescribed by physician, and maintain accurate medication compliance documentation.

~~23.3.12~~19.3.12 Ensure Youth ~~have transportation~~are transported to all needed appointments and/or activities.

~~23.3.13~~19.3.13 Monitor and follow up with Youth regarding rules and regulations

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violations.

~~23.3.14~~19.3.14 Interface with community resource providers, school personnel, and treatment providers.

~~23.3.15~~1.1.1 ~~Facilitate and coordinate discharge planning and placements in collaboration with CONTRACTOR staff and COUNTY.~~

~~23.3.16~~ ~~Coordinate and maintain contact with local community resource providers to meet the needs of the Youth.~~

~~23.3.17~~19.3.15 Provide keys to Youth on move-in day and conduct housing unit inspections.

~~23.3.18~~19.3.16 Collect monthly rent from Youth.

~~23.3.19~~19.3.17 Report the need for repairs and/or replacement of items in the Youth's housing units ~~to THPP Program Manager.~~

~~23.3.20~~19.3.18 Ensure appropriate usage of certified behavioral crisis prevention, crisis management, and crisis intervention program compliance.

~~23.3.21~~19.3.19 Notify appropriate CONTRACTOR staff and/or COUNTY as required, of any unusual incidents or emergency situations.

~~23.3.22~~ ~~Provide consistent, ongoing and timely communication with ADMINISTRATOR.~~

~~23.3.23~~19.3.20 Ensure the health, safety, and well-being of Youth.

~~23.3.24~~19.3.21 Be available twenty-four (24) hours per day, seven (7) days per week, to provide direction and assist in handling crises and emergency situations.

~~Minimum Qualifications:~~

~~23.3.26~~ ~~Master's Degree from an accredited college/university in Social Work, Human Services, Behavioral Sciences, Psychology or related field.~~

~~23.3.27~~ ~~Two (2) years of experience in a residential child care setting, including case management duties related to the target population.~~

~~23.3.28~~1.1.1 ~~Excellent written and oral communication skills.~~

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~~23.3—Live In Case Manager: 1.0 FTE~~~~—Duties:~~~~23.3.31—Reside onsite during scheduled work hours.~~~~23.3.32—Provide supervision, support, guidance, counseling, mentoring and promote self sufficiency of Youth.~~~~23.3.33—Meet with Youth at minimum on a weekly basis to discuss case management goals.~~~~23.3.34—Interface with community resource providers, school personnel and treatment providers.~~~~23.3.35—Implement and monitor the Youth's TILP and Program Agreement.~~~~23.3.36—Maintain accurate daily records and reports on Youth's progress and prepare or assist in completion of required records, reports and correspondence.~~~~23.3.37—Ensure Youth have transportation to all needed appointments and/or activities.~~~~23.3.38—Participate in CONTRACTOR team meetings and assist with the assessment and determination of individual treatment needs of the Youth.~~~~23.3.39—Engage Youth in positive interactions and model appropriate listening and communication skills.~~~~23.3.40~~[19.3.22](#) Maintain overall on-site program functioning.~~23.3.41—Ensure compliance with Title 22, CCR.~~~~23.3.42—Ensure appropriate and timely medical attention for each Youth, assist with administering medications as prescribed by physician and maintain accurate medication compliance documentation.~~~~23.3.43—Provide instruction to Youth in the domains of budgeting and finance, housekeeping, hygiene, meal planning and preparation, healthy relationship skills, problem solving and general life skills.~~~~23.3.44—Maintain accurate financial records including but not limited to receipts~~

of all funds spent.

~~23.3.45 Provide keys to Youth on move-in day and conduct housing unit inspections.~~

~~23.3.46 Collect monthly rent from Youth.~~

~~23.3.47 Report the need for repairs and/or replacement of items in the Youth's housing units to THPP Program Manager.~~

~~23.3.48 Monitor and follow up with Youth regarding rules and regulations violations.~~

~~23.3.49~~ 19.3.23 Assist in handling crisis and emergency situations.

~~23.3.50 Ensure appropriate usage of certified behavioral crisis prevention, crisis management and crisis intervention program compliance.~~

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

~~23.3.51 Ensure the health, safety and well-being of Youth.~~

~~23.3.51 Be available twenty four (24) hours per day, seven (7) days per week to provide direction and assist in handling crisis and emergency situations.~~

~~Minimum Qualifications:~~

~~Bachelor's~~ Minimum Qualifications:

~~23.3.52~~ 19.3.24 Master's Degree from an accredited college/university in Social Work, Human Services, Behavioral Sciences, Psychology, or related field.

~~23.3.53~~ 19.3.25 Two (2) years of experience in a residential child care setting, including case management duties related to the target population.

~~23.3.541.1.1 Excellent written and oral communication skills.~~

19.3.26 Excellent written and oral communication skills.

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~~23.5~~ 19.4 Licensed Clinical ~~Director:~~ Case Manager: 1.0.5 FTE

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~~23.5.1~~19.4.1 Provide ~~oversight of~~ individual counseling, group sessions/classes, crisis intervention, and crisis management counseling, family/caregiver engagement strategies, and termination/transition support counseling.

~~23.5.2~~19.4.2 Coordinate and provide Youth interviews and intake screenings, assess individual treatment needs, and provide consultation to CONTRACTOR staff.

~~23.5.3~~19.4.3 Collaborate with and assist ~~THPP~~Residential Program Manager with facilitating and monitoring placement referrals from COUNTY.

~~23.5.4~~19.4.4 Coordinate treatment plans and provide ongoing communication and collaboration with ~~ADMINISTRATOR~~COUNTY for treatment services.

~~23.5.5~~19.4.5 Serve as the primary liaison to coordinate and provide referrals to HCA Behavioral Health Services in accordance with HCA referral protocol, for behavioral, mental health, psychiatric, alcohol and drug, and medication services. Provide follow-up and collaboration with HCA for ongoing services, and medication needs of the Youth.

~~23.5.6~~19.4.6 Provide timely written documentation and reports, as required, for all services provided.

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

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

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

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

~~23.5.7~~19.4.11 Ensure the health, safety, and well-being of Youth.

~~23.5.8~~19.4.12 -Provide support and training to direct service staff on various topics, such as de-escalating behavioral situations, and modeling responsible, positive, and respectful behaviors towards the Youth.

~~23.5.9~~19.4.13 -Testify in Orange County Juvenile Court if required.

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~~Minimum Qualifications:~~

~~23.5.11~~19.4.14 Master's Degree from an accredited college/university in Social Work, Human Services, Behavioral Sciences, Psychology or related field.

~~23.5.12~~19.4.15 -Licensed Marriage and Family Therapist (LMFT)~~-or;~~, Licensed Clinical Social Worker (LCSW)~~),~~, or; Licensed Clinical Psychologist.

~~23.5.13~~19.4.16 -Two (2) years of experience providing case management and counseling services in a residential child care facility.

~~23.5.14~~19.4.17 -One (1) year of experience working with transitional aged youth.

~~23.5.15~~19.4.18 -One (1) year of experience working with behavioral, mental health, and or substance abuse issues counseling services with transitional aged youth is preferred.

19.4.19 Excellent written and oral communication skills.

~~23.6.0 ——— Excellent written and oral communication skills.~~

~~23.7~~19.5 Independent Living Skills (ILS) ~~Coach~~Program Coordinator: 1.0 FTE

~~———~~Duties:

~~23.7.1~~19.5.1 Establish, implement, and instruct Youth in the following life domains, including, but not limited to: education, employment, financial literacy, independent living skills, health care, maintaining supportive relationships, and housing.

~~23.7.2~~19.5.2 Plan, coordinate, and provide ILS workshops to Youth on a monthly basis.

~~23.7.3~~19.5.3 Assist CONTRACTOR staff to establish, complete, and monitor each Youth's TILP.

~~23.7.4~~19.5.4 Assist CONTRACTOR staff to establish, complete, and monitor each Youth's Program Agreement.

~~23.7.5~~19.5.5 Meet with and assist each Youth to set and discuss progress of personal, program, educational, and employment goals.

~~23.7.6~~19.5.6 Coordinate and maintain contact with local community resource providers to meet the needs of the Youth.

~~23.7.7~~19.5.7 Provide timely written documentation and reports as required for all services provided.

~~23.7.8~~19.5.8 Ensure the health, safety, and well-being of Youth.

Minimum Qualifications:

~~—~~Minimum Qualifications:

~~23.7.10~~19.5.9 Bachelor's Degree from an accredited college/university in Social Work, Human Services, Behavioral Sciences, Psychology, or related field.

~~23.7.11~~19.5.10 Two (2) years of experience working with transitional aged youth.

~~23.7.12~~19.5.11 One (1) year of experience providing independent living skills classes/workshops/program instruction is preferred.

~~23.7.13~~19.5.12 Excellent written and oral communication skills.

~~23.8~~19.6 Emancipation Mentor (Volunteer):

~~—~~Duties:

~~23.8.1~~19.6.1 Commitment to the THPP for a minimum of one (1) calendar (4) year, at a minimum of two (2) hours per visit, at a minimum of two (2) times per month.

~~23.8.2 — Provide face to face contact with Youth a minimum of two (2) times per month.~~

~~23.8.3 1.1 — Provide a minimum of weekly written or verbal contact with Youth.~~

~~23.8.4 — Provide guidance and support for interpersonal and social skills and increase Youth's awareness of resources available in and around their community.~~

~~—~~Minimum Qualifications:

~~23.8.6 — One (1) year of experience working with transitional aged foster care youth.~~

~~23.8.7 — Provision of two (2) references cleared and approved by CONTRACTOR.~~

19.6.2 Participate in a volunteer training facilitated by CONTRACTOR.

~~23.8.8~~19.6.3 Participate in a mentor orientation facilitated by CONTRACTOR.



The orientation will include the rules and regulations of the THPP, an understanding of transitional aged foster care youth, and appropriate boundaries of the mentor relationship.

~~23.8.9~~ ~~—Maintain confidentiality.~~

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

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

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

Minimum Qualifications:

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

~~23.8.10~~ 19.6.8 CONTRACTOR will facilitate and ensure the following qualifications are met for each Emancipation Mentor Volunteer prior to any contact with Youth:

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

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

~~23.8.11~~ 19.6.9 Receive clearances from the public websites as described in Subparagraph ~~26.3~~27.4, with negative results.

~~23.8.12~~ 19.6.10 Receive clearances from the Department of Justice and the Child Abuse Clearance Index as described in Subparagraph ~~26.4~~27.5, with negative results;

~~23.8.13~~ 19.6.11 Complete a tuberculosis screening test with proof of negative results;

~~23.8.14~~ 19.6.12 Possession of Basic First Aid and Cardiopulmonary Resuscitation Certification ~~is preferred~~; and

~~23.8.15~~ 19.6.13 Possess a valid California State driver's license with acceptable driving record, as determined by ~~CONTRACTOR'S~~ CONTRACTOR's insurance carrier and

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verified clearance from the California Department of Motor Vehicles.

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