

AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST

~~FOR THE PROVISION OF~~

TRANSITIONAL HOUSING PLACEMENT PROGRAM SERVICES

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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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

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

6 ~~6.2.15.2.1~~ 6.2.15.2.1 For ~~Federally~~federally funded Agreements in the amount of \$25,000  
 7 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended  
 8 from ~~Federal~~federal financial assistance programs and/or activities.

9 ~~7.6.~~ 7.6. ~~DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP~~SUBCONTRACTS

10 ~~7.16.1~~ 7.16.1 Delegation and Assignment:

11 ~~7.1.16.1.1~~ 7.1.16.1.1 In the performance of this Agreement, CONTRACTOR may neither  
 12 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
 13 written consent of COUNTY. Any attempted delegation or assignment without prior written  
 14 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
 15 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
 16 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
 17 benefits under the terms of this Agreement requiring COUNTY approval.

18 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
 19 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
 20 for the provision of services under the Agreement.

21 6.2 Change of Ownership

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

27 ~~8.0~~ 8.0 ~~SUBCONTRACTS~~Subcontracts:

1 7.

2 ~~8.1.7.1~~ CONTRACTOR shall not subcontract for services under this Agreement without the  
 3 prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
 4 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
 5 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
 6 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
 7 ADMINISTRATOR may require.

8 ~~8.1.1.7.1.1~~ Subcontracts of \$2550,000 or less:

9 ~~8.1.1.1.7.1.1.1~~ CONTRACTOR shall develop a standard form Purchase  
 10 Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of  
 11 services by CONTRACTOR when the cumulative total cost of the services to be provided by any  
 12 organization is anticipated to ~~be twenty-five~~ fifty thousand dollars (\$~~25~~50,000) or less during the  
 13 term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the  
 14 actual cost of providing services or the usual and customary charges established by the  
 15 organization(s) providing the services.

16 ~~8.1.2.7.1.2~~ Subcontracts in excess of \$2550,000:

17 ~~8.1.2.1.7.1.2.1~~ CONTRACTOR shall develop and submit for approval to  
 18 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which  
 19 the total cumulative cost of services provided by any single organization is anticipated to exceed  
 20 ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.  
 21 CONTRACTOR's proposed procurement system shall take into consideration such factors as:  
 22 degree of price competition; pricing policies and techniques; experience and quality of service;  
 23 methods of evaluating subcontractor responsibility; relationship of subcontractor to  
 24 CONTRACTOR; and planning, award, and post-award management of subcontracts, including  
 25 internal audit procedures and monitoring of subcontractor's performance until completion of  
 26 services.

27 ~~8.1.2.2.7.1.2.2~~ Upon ADMINISTRATOR's approval of CONTRACTOR's

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

7 ~~8.1.2.3~~7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and  
 8 maintain accurate and complete financial records related to services provided under the terms of  
 9 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to  
 10 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or  
 11 until any pending audit is completed.

12 9.8. FORM OF BUSINESS ORGANIZATION—AND—REAL—PROPERTY  
 13 DISCLOSURE/NAME CHANGE

14 9.18.1 Form of Business Organization:

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

18 ~~9.1.18.1.1~~ 9.1.18.1.1 The form of CONTRACTOR's business organization, i.e.,  
 19 proprietorship, partnership, corporation, etc.

20 ~~9.1.28.1.2~~ 9.1.28.1.2 A detailed statement indicating the relationship of CONTRACTOR,  
 21 by way of ownership or otherwise, to any parent organization or individual.

22 ~~9.1.38.1.3~~ 9.1.38.1.3 A detailed statement indicating the relationship of CONTRACTOR  
 23 to any subsidiary business organization or to any individual who may be providing services,  
 24 supplies, material, or equipment to CONTRACTOR or in any manner does business with  
 25 CONTRACTOR under this Agreement.

26 9.28.2 Change in Form of Business Organization:

27 If, during the term of this Agreement, the form of CONTRACTOR's business  
 28

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

7 8.3 Name Change:

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

13 ~~10.9.~~ NON-DISCRIMINATION

14 ~~10.19.1~~ \_\_\_\_\_ In the performance of this Agreement, CONTRACTOR agrees that it shall  
 15 not engage nor employ any unlawful discriminatory practices in the admission of clients, provision  
 16 of services or benefits, assignment of accommodations, treatment, evaluation, employment of  
 17 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
 18 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
 19 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
 20 status, or any other protected group, in accordance with the requirements of all applicable  
 21 ~~Federal~~federal or State laws.

22 ~~10.2~~ ~~CONTRACTOR shall develop an Affirmative Action Program Plan which meets~~  
 23 ~~the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

24 ~~10.39.2~~ \_\_\_\_\_ CONTRACTOR shall furnish any and all information requested by  
 25 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
 26 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
 27 ~~89~~ et seq.

1 9.3 Non-Discrimination in Employment

2 ~~10.3.19.3.1~~ 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled  
3 “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented  
4 in Department of Labor regulations (Title 41 CFR Part 60).

5 ~~10.3 Non-Discrimination in Employment:~~

6 ~~10.3.39.3.2~~ 9.3.2 All solicitations or advertisements for employees placed by or on  
7 behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for  
8 employment without regard to race, religious creed, color, national origin, ancestry, physical  
9 disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
10 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other  
11 protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws.  
12 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous  
13 place for employees and job applicants.

14 ~~10.3.49.3.3~~ 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing  
15 a formal discrimination complaint to:

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

18 ~~Public Inquiry and Response Bureau~~

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

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

21 \_\_\_\_\_ Elk Grove, CA 9581495758

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

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

24 ~~10.4.49.4~~ 9.4 ~~Non-Discrimination in Service Delivery:~~

25 ~~10.4.19.4.1~~ 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil  
26 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the  
27 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
28

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.

~~10.4.2.2~~[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

~~Contract~~ Contracts and Procurement Services

500 N. State College Blvd, Suite #100

Orange, CA 92868

CONTRACTOR: Olive Crest

\_\_\_\_\_ Attention: Donald Verleur, ~~Chief Executive Officer~~

\_\_\_\_\_ 2130 E. 4<sup>th</sup> Street, Suite #200

\_\_\_\_\_ Santa Ana, CA 92705

~~11.210.2~~ All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given.

~~ADMINISTRATOR and CONTRACTOR~~ The parties each may ~~mutually agree~~ designate by written notice from time to time, in ~~writing to the manner aforesaid, any~~ change in the addresses address to which notices ~~are~~ must be sent.

~~12.11.~~ NOTICE OF DELAYS

~~12.11.1~~ Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

~~13.12.~~ INDEMNIFICATION

~~13.12.1~~ CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to

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

6 ~~14.13.~~ INSURANCE

7 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
 8 purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~  
 9 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,  
 10 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied  
 11 with, ~~and~~ CONTRACTOR agrees to keep such insurance coverage ~~and the certificates therefore,~~  
 12 Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire  
 13 term of this Agreement. ~~CONTRACTOR~~ In addition, all subcontractors performing work on  
 14 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same  
 15 terms and conditions as set forth herein for CONTRACTOR.

16 ~~14.13.2~~ CONTRACTOR shall ensure that all subcontractors performing work on  
 17 behalf of CONTRACTOR pursuant to this ~~agreement~~ Agreement shall be covered under  
 18 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same  
 19 terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow  
 20 subcontractors to work if subcontractors have less than the level of coverage required by  
 21 ~~County~~ COUNTY from CONTRACTOR under this ~~agreement~~ Agreement. It is the obligation of  
 22 ~~Contractor~~ CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
 23 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof  
 24 of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for  
 25 inspection by COUNTY representative(s) at any reasonable time.

26 ~~14.2~~ ~~CONTRACTOR shall ensure that all subcontractors performing work on behalf of~~  
 27 ~~CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and~~

1 ~~conditions as set forth herein for CONTRACTOR.~~

2 ~~14.3~~13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on  
 3 the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of~~  
 4 ~~Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or~~  
 5 ~~deductible~~ in an amount in excess of ~~\$25~~50,000 ~~(\$5,000 for automobile~~  
 6 ~~liability),~~ shall specifically be approved by the ~~County Executive Office (CEO)/Office of~~  
 7 COUNTY's Risk Management Manager, or designee, upon review of CONTRACTOR's current  
 8 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,  
 9 and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the  
 10 following:

11 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
 12 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
 13 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
 14 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
 15 same; and

16 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
 17 irrespective of any duty to indemnify or hold harmless; and

18 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
 19 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
 20 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
 21 insured.

22 ~~14.4~~13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
 23 the full term of this Agreement, COUNTY may terminate this Agreement.

24 ~~14.5~~13.5 Qualified Insurer:

25 ~~14.5.1~~13.5.1 The policy or policies of insurance ~~required herein~~ must be issued  
 26 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size  
 27 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.

1 ~~14.8.2~~13.8.2 Business Auto Liability coverage shall be written on ISO form CA  
2 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

3 ~~14.9.1~~13.9 Required Endorsements:

4 ~~14.9.1~~13.9.1 Commercial General Liability policy shall contain the following  
5 endorsements, which shall accompany the Certificate of Insurance:

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

10 ~~14.9.1.1~~13.9.1.1 A primary non-contributing endorsement using ISO  
11 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is  
12 primary and any insurance or self-insurance maintained by the County of Orange shall be excess  
13 and non-contributing.

14 ~~14.9.2~~13.9.2 The Network Security and Privacy Liability policy shall contain the  
15 following endorsements which shall accompany the Certificate of Insurance.

16 ~~14.9.2.1~~13.9.2.1 An Additional Insured endorsement naming the  
17 County of Orange, its elected and appointed officials, officers, agents and employees as Additional  
18 Insureds for its vicarious liability.

19 ~~14.9.2.2~~13.9.2.2 A primary and non-contributing endorsement  
20 evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance  
21 maintained by the County of Orange shall be excess and non-contributing.

22 13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
23 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
24 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
25 AS REQUIRED BY WRITTEN CONTRACT.

26 ~~14.10~~13.11 All insurance policies required by this Agreement shall waive all rights of  
27 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
28

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

2 ~~14.11 The Workers' Compensation policy shall contain a waiver of subrogation~~  
 3 ~~endorsement waiving all rights of subrogation against the County of Orange, its elected and~~  
 4 ~~appointed officials, officers, agents and employees.~~

5 ~~14.12~~13.12 CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30)  
 6 days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy  
 7 of the cancellation notice to ~~County~~COUNTY. Failure to provide written notice of cancellation  
 8 may constitute a material breach of the contract, upon which the ~~County~~COUNTY may suspend  
 9 or terminate this Agreement.

10 ~~14.13~~13.13 If CONTRACTOR's Professional Liability and/or Network Security &  
 11 Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain  
 12 Professional Liability and/or Network Security & Privacy Liability coverage for two (2) years  
 13 following completion of this Agreement.

14 ~~14.14~~13.14 The Commercial General Liability policy shall contain a severability of  
 15 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001  
 16 policy).

17 ~~14.15~~13.15 Insurance certificates should be mailed to COUNTY at the address  
 18 indicated in Paragraph 10 of this Agreement.

19 ~~14.16~~13.16 If CONTRACTOR fails to provide the insurance certificates and  
 20 endorsements within seven (7) days of notification by CEO/County Procurement Office or  
 21 ADMINISTRATOR, award may be made to the next qualified ~~proponent~~CONTRACTOR.

22 ~~14.17~~13.17 COUNTY expressly retains the right to require CONTRACTOR to increase  
 23 or decrease insurance of any of the above insurance types throughout the term of this Agreement.  
 24 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
 25 appropriate to adequately protect COUNTY.

26 ~~14.18~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
 27 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of  
 28

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

4 ~~14.19~~13.19 The procuring of such required policy or policies of insurance shall not be  
 5 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification  
 6 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage  
 7 and limits available from the insurer.

8 ~~15.14.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

11 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
 12 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
 13 under this Agreement. While CONTRACTOR is required to provide this information without  
 14 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
 15 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16 ~~15.1~~14.2 Any accident or incident relating to services performed under this  
 17 Agreement ~~which~~that involves injury or property damage which may result in the filing of a claim  
 18 or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within~~  
 19 ~~twenty four (24) hours of occurrence.~~

20 ~~15.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from  
 21 or ~~related~~relating to services performed by CONTRACTOR under this Agreement. ~~Such report~~  
 22 ~~shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

23 ~~15.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
 24 property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~  
 25 ~~occurrence.~~

26 ~~15.4~~14.5 Any loss, disappearance, destruction, misuse or theft of any kind  
 27 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the  
 28

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

3 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
 4 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
 5 of service location or jurisdiction.

6 ~~16.15.~~ CONFLICT OF INTEREST

7 ~~16.15.1~~ CONTRACTOR shall exercise reasonable care and diligence to prevent any  
 8 actions or conditions that could result in a conflict with the best COUNTY interests of COUNTY.  
 9 This obligation shall apply to CONTRACTOR, CONTRACTOR's employees, agents,  
 10 ~~relatives, and~~ subcontractors ~~and third parties~~ associated with accomplishing ~~the work~~ and services  
 11 hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing  
 12 precautions to prevent its employees, agents, and subcontractors from providing or offering gifts,  
 13 entertainment, payments, loans, or other considerations which could be deemed to influence or  
 14 appear to influence COUNTY staff or elected officers from acting in the best interests of  
 15 COUNTY.

16 ~~16.2~~ ~~CONTRACTOR's efforts shall include, but not be limited to, establishing~~  
 17 ~~precautions to prevent its employees or agents from making, receiving, providing, or offering gifts,~~  
 18 ~~entertainment, payments, loans or other considerations which could be deemed to appear to~~  
 19 ~~influence individuals to act contrary to the best interests of COUNTY.~~

20 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
 21 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
 22 Agreement performance. While CONTRACTOR will be required to provide this information  
 23 without prompting from COUNTY any time there is a change regarding conflict of interest,  
 24 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

25 ///

26 ~~17.16.~~ ANTI-PROSELYTISM PROVISION

27 No funds provided directly to institutions or organizations to provide services and  
 28

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

4 ~~18.~~17. SUPPLANTING GOVERNMENT FUNDS

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

13 ~~19.~~18. EQUIPMENT

14 ~~19.1~~18.1 Personal Computer Equipment:

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

18 ~~20.~~19. BREACH SANCTIONS

19 ~~20.1~~19.1 Failure by CONTRACTOR to comply with any of the provisions,  
 20 covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such  
 21 event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
 22 available at law, in equity, or otherwise specified in this Agreement:

23 ~~20.1.1~~19.1.1 Afford CONTRACTOR a time period within which to cure the  
 24 breach, which period shall be established by ADMINISTRATOR; and/or

25 ~~20.1.2~~19.1.2 Discontinue reimbursement to CONTRACTOR for and during the  
 26 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later  
 27 recovery; and/or

1                   ~~20.1.3~~19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid  
2 by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

3                   ~~20.2~~19.2 ADMINISTRATOR ~~shall~~will give CONTRACTOR written notice of any  
4 action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

5 ~~21.~~20. PAYMENTS

6                   ~~21.1~~20.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR,  
7 monthly in arrears, the rate of reimbursement for the services provided under this Agreement, as  
8 established by the State of California, as stated in CDSS Manual of Policies and Procedures,  
9 Division 11, Chapter 11-425.1. Payments shall accrue from the date Youth is placed, and terminate  
10 on the date before Youth is discharged, removed, runs away, or otherwise leaves the  
11 CONTRACTOR's facility. No payment shall accrue to CONTRACTOR if the Youth is placed in  
12 and removed from the facility and placed in another facility on the same day, i.e., the Youth must  
13 spend the night in the facility before payment shall accrue.

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

19                   ~~21.3~~20.3 CONTRACTOR shall provide written notice to the Orange County Foster  
20 Care Eligibility Team immediately, and no later than within thirty (30) days of the receipt of a  
21 payment for an Orange County placement, which is inconsistent with the period of placement and  
22 results in an overpayment or an underpayment. The overpayment or underpayment shall be  
23 identified by the Youth's name, case number, caseload number, and the amount of underpayment  
24 or overpayment.

25 ~~22.~~21. OVERPAYMENTS

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

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

#### 11 ~~23.22.~~ OUTSTANDING DEBT

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

#### 15 ~~24.23.~~ MEDICAL COSTS

16 ~~24.123.1~~ \_\_\_\_\_ It is anticipated that any medical costs for ~~youth~~Youth placed by COUNTY  
 17 under this Agreement ~~shall~~will be paid by the State Medi-Cal program during such periods as  
 18 ~~youth are~~Youth is eligible for health care services under that program.

19 ~~24.223.2~~ \_\_\_\_\_ If the Youth is ineligible for Medi-Cal, or medical service is not covered by  
 20 Medi-Cal, CONTRACTOR ~~shall~~will notify Youth's ~~County~~COUNTY Social Worker (SW) or  
 21 Probation Officer (PO) and specify the medical treatment needed and approximate cost. Except in  
 22 emergencies, written authorization by Youth's ~~County~~SW/PO ~~shall~~must be obtained prior to  
 23 incurring any medical expenses not covered by Medi-Cal. COUNTY may pay for medical  
 24 services, in accordance with COUNTY procedure, if such services are deemed necessary by  
 25 COUNTY, and if Medi-Cal rejects coverage. COUNTY ~~shall~~will reimburse based on Medi-Cal  
 26 rates.

27 ~~24.323.3~~ \_\_\_\_\_ CONTRACTOR ~~shall~~will be responsible for controlling the use of each  
 28

1 Youth's Medi-Cal Beneficiary Identification Card.

2 ///

3 ~~25.~~24. FINAL REPORT

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

9 ~~26.~~25. INDEPENDENT AUDIT

10 ~~26.125.1~~ ~~27.1~~—CONTRACTOR shall employ a licensed certified public  
11 accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit  
12 of related expenditures during the term of this Agreement in compliance with 31 USC 7501 –  
13 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative  
14 Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR  
15 is not subject to the OMB Circular A-133, Audits forementioned regulations for any year covered  
16 during the term of States, Local Governments and Non-Profit Organizations. this Agreement,  
17 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of  
18 CONTRACTOR's financial statements. The audit must be performed in accordance with  
19 generally accepted government auditing standards. CONTRACTOR shall cooperate with  
20 COUNTY, State, and ~~Title 2 CFR Part 230.~~ /or federal agencies to ensure that corrective action  
21 is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

22 ~~26.225.2~~—It is mutually understood that CONTRACTOR's yearly fiscal cycle covers  
23 July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of  
24 organization-wide audits for each of the fiscal cycles corresponding with the term of this  
25 Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of  
26 CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be  
27 sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement  
28

1 with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.  
 2 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to  
 3 CONTRACTOR.

4 ///

5 ~~27.26.~~ RECORDS, INSPECTIONS, AND AUDITS

6 ~~27.1.26.1~~ Financial Records:

7 ~~27.1.26.1.1~~ CONTRACTOR shall prepare and maintain accurate and complete  
 8 financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five  
 9 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
 10 State, and ~~Federal~~federal audits are completed, whichever is later.

11 ~~27.1.26.1.2~~ CONTRACTOR shall establish and maintain reasonable  
 12 accounting, internal control, and financial reporting standards in conformity with generally  
 13 accepted accounting principles established by the American Institute of Certified Public  
 14 Accountants and to the satisfaction of ADMINISTRATOR.

15 ~~27.2.26.2~~ Client Records:

16 ~~27.2.26.2.1~~ CONTRACTOR shall prepare and maintain accurate and complete  
 17 records of clients served and dates and type of services provided under the terms of this Agreement  
 18 in a form acceptable to ADMINISTRATOR.

19 ~~27.2.26.2.2~~ ~~All client records related to services~~ CONTRACTOR shall keep all  
 20 COUNTY data provided under to CONTRACTOR during the term(s) of this Agreement shall  
 21 ~~be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment  
 22 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are  
 23 completed, whichever is later. These records shall be stored in Orange County, unless  
 24 CONTRACTOR requests and COUNTY provides written approval for the right to store the  
 25 records in another county. Notwithstanding anything to the contrary, upon termination of this  
 26 Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data  
 27 to COUNTY in accordance with Subparagraph 42.2.

1 ~~27.2.3~~26.2.3 COUNTY may refuse payment for a claim if client records are  
 2 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined  
 3 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment  
 4 as an overpayment within the provisions of this Agreement.

5 ~~27.3~~26.3 Public Records:

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

10 ~~27.4~~26.4 Inspections and Audits:

11 ~~27.4.1~~26.4.1 The U.S. Department of Health and Human Services, Comptroller  
 12 General of the United States, Director of ~~the~~-CDSS, State Auditor-General, ADMINISTRATOR,  
 13 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized  
 14 representatives, shall have access to any books, documents, papers, and records, including medical  
 15 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement  
 16 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right  
 17 at all reasonable times to inspect or otherwise evaluate the work performed or being performed  
 18 under this Agreement and the premises in which it is being performed.

19 ~~27.4.2~~26.4.2 CONTRACTOR shall make its books and ~~financial~~-records  
 20 available within the borders of Orange County within ten (10) days of receipt of written demand  
 21 by ADMINISTRATOR.

22 ~~27.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and  
 23 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
 24 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
 25 obtain CONTRACTOR's books and ~~financial~~-records.

26 ~~27.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
 27 COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof  
 28

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

3 ~~27.5~~26.5 Evaluation Studies:

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

7 ~~28.27.~~ PERSONNEL DISCLOSURE

8 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services  
 9 through this Agreement, paid and unpaid, including those identified in Paragraph 19 of Exhibit A  
 10 (hereinafter referred to as "Personnel").

11 ~~28.1~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list  
 12 of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications.  
 13 Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a  
 14 copy of a résumé and/or job application. The list shall include:

15 ~~28.1.1~~27.2.1 Names and dates of birth of all ~~full or part-time personnel by title,~~  
 16 ~~including volunteer personnel~~Personnel by title, whose direct services are required to provide the  
 17 programs described herein;

18 ~~28.1.2~~27.2.2 A brief description of the functions of each position and the hours  
 19 each person works each week; or for part-time ~~personnel~~Personnel, each day or month, as  
 20 appropriate;

21 ~~28.1.3~~27.2.3 The professional degree, if applicable, and experience required for  
 22 each position; and

23 ~~28.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

24 ~~28.2~~27.3 Where authorized by law, ~~CONTRACTOR's employment applications and~~  
 25 in a manner consistent with California Government Code §12952, CONTRACTOR shall require  
 26 ~~applicants~~prospective Personnel to provide detailed information regarding the conviction of a  
 27 crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in~~

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

4 ~~28.3~~27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
 5 COUNTY, a clearance on the following public websites of the names and dates of birth for all  
 6 ~~employees and/or volunteers~~Personnel who will have direct, interactive contact with clients served  
 7 through this Agreement: U.S. Department of Justice National Sex Offender Website  
 8 ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry  
 9 (~~www.meganslaw.ca.gov~~)([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

10 ~~28.4~~27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
 11 COUNTY, a criminal record background check on all ~~employees (direct service and~~  
 12 ~~administrative) funded through this Agreement and also all non funded staff (e.g., volunteers, in-~~  
 13 ~~kind staff, etc.)~~Personnel who will have direct, interactive contact with clients served through this  
 14 Agreement. ~~Background checks conducted through the California Department of Justice shall~~  
 15 include a check of the California Central Child Abuse Index, when applicable. Candidates will  
 16 satisfy background checks consistent with this ~~paragraph~~Paragraph and their performance of  
 17 services under this Agreement.

18 27.6 CONTRACTOR shall ensure that clearances and background checks described in  
 19 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing  
 20 services under this Agreement.

21 ~~28.5~~27.7 In the event a record is revealed through the processes described in  
 22 Subparagraphs ~~26.3 and 26.4~~27.4 and 27.5, COUNTY will be available to consult with  
 23 CONTRACTOR on appropriateness of ~~personnel~~Personnel providing services through this  
 24 Agreement.

25 ~~28.6~~27.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel  
 26 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work  
 27 records and/or reference checks indicating their ability to perform the required duties and accept  
 28

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

7 ~~28.7~~27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning  
 8 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~  
 9 ~~employee and/or volunteer staff~~Personnel performing services under this Agreement, when such  
 10 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether  
 11 such ~~employee and/or volunteer~~Personnel may continue to provide services under this Agreement  
 12 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's  
 13 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this  
 14 Agreement, pursuant to Paragraph 19 above.

15 ~~28.8~~27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
 16 ~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's  
 17 ~~staff~~Personnel.

18 ~~28.9~~27.11 COUNTY shall have the right to require CONTRACTOR to remove any  
 19 ~~employee~~person from the performance of services under this Agreement. At the request of  
 20 COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~Personnel.

21 ~~28.10~~27.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~Personnel  
 22 is terminated for cause from working on this Agreement.

23 ~~28.11~~27.13 Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to this  
 24 Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all work in  
 25 accordance with the terms and conditions of this Agreement.

26 ~~29.28.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

27 As applicable, CONTRACTOR warrants that it fully complies with all ~~Federal~~federal and  
 28

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

#### 14 ~~30.29.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

15 ~~29.1~~ In order to comply CONTRACTOR certifies it is in full compliance with ~~child~~  
 16 ~~support enforcement~~all applicable federal and State reporting requirements ~~of regarding its~~  
 17 employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of  
 18 Assignments and will continue to be in compliance throughout the term of the Agreement with the  
 19 County of Orange. Failure to comply shall constitute a material breach of the Agreement and  
 20 failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall  
 21 constitute grounds for termination of the Agreement.

22 ~~30.1.2~~2.2 In the case of an individual contractor or contractor doing business in a form  
 23 other than an individual, CONTRACTOR agrees to furnish ~~to~~ ADMINISTRATOR within thirty  
 24 (30) days of the award of this Agreement:

25 ~~30.1.1~~2.1 ~~in the case of an individual contractor, his~~His/her name, date of  
 26 birth, Social Security number, and residence address; or

27 ~~30.1.2~~2.2 ~~in~~In the case of a contractor doing business in a form other than as

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

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

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

8 ~~30.4 The failure of CONTRACTOR to timely submit the data or certifications required  
 9 by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting  
 10 requirements for child support enforcement or to comply with all lawfully served Wage and  
 11 Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this  
 12 Agreement, and failure to cure such breach within sixty (60) calendar days of notice from  
 13 COUNTY shall constitute grounds for termination of this Agreement.~~

14 ~~30.529.3~~ It is expressly understood that this data will be transmitted to governmental  
 15 agencies charged with the establishment and enforcement of child support orders, and for no other  
 16 purpose.

17 ~~31.30.~~ CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

18 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
 19 that all employees, ~~volunteers, consultants or agents~~ agents, subcontractors, and all other  
 20 individuals performing services under this Agreement report child abuse or neglect to one of the  
 21 agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined  
 22 in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630.  
 23 CONTRACTOR shall require such ~~employee, volunteer, consultant or agent~~ employees, agents,  
 24 subcontractors, and all other individuals performing services under this Agreement to sign a  
 25 statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
 26 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
 27 forth in Section 15630 of the WIC, and ~~will~~ shall comply with the provisions of these code sections,  
 28

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

2 ~~32.31.~~ NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
 3 LAW

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

8 ~~33.32.~~ CONFIDENTIALITY

9 ~~33.132.1~~ \_\_\_\_\_ CONTRACTOR agrees to maintain the confidentiality of its records  
 10 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other  
 11 provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality,  
 12 as each may now exist or be hereafter amended.

13 ~~33.232.2~~ \_\_\_\_\_ All records and information concerning any and all persons referred to  
 14 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
 15 by CONTRACTOR, and CONTRACTOR's ~~staff~~employees, agents, ~~employees~~subcontractors,  
 16 and ~~volunteers~~all other individuals performing services under this Agreement. CONTRACTOR  
 17 shall require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~all  
 18 other individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an  
 19 agreement with CONTRACTOR before commencing the provision of any such services, agreeing  
 20 to maintain ~~the confidentiality of any and all materials pursuant to State~~ and ~~information with which~~  
 21 ~~they may come into contact, or the identities or any identifying characteristics or information with~~  
 22 ~~respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be~~  
 23 ~~required to provide services under this Agreement or to those specified in~~ federal law and the terms  
 24 of this Agreement ~~as having the capacity to audit CONTRACTOR, and as to the latter, only during~~  
 25 ~~such audit. CONTRACTOR shall comply with any audits specified in Paragraph 25, provide~~  
 26 ~~reports and any other information required by COUNTY in the administration of this Agreement,~~  
 27 ~~and as otherwise permitted by law.~~

1           ~~33.3~~32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,  
 2 ~~volunteers and partners~~and all other individuals performing services under this Agreement of this  
 3 provision and that any person violating the provisions of said ~~State~~California state law may be  
 4 guilty of a crime.

5           ~~33.4~~32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be  
 6 subject to the confidentiality requirements of this Agreement.

7           ~~33.5~~32.5 CONTRACTOR agrees to maintain the confidentiality of its records with  
 8 respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes,  
 9 case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or  
 10 may hereafter be amended.

11           ~~33.5.1~~32.5.1 No access, disclosure, or release of information regarding a child  
 12 who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If  
 13 authorization is in doubt, no such information shall be released without the written approval of a  
 14 Judge of the Juvenile Court.

15           ~~33.5.2~~32.5.2 CONTRACTOR must receive prior written approval of the Juvenile  
 16 Court before allowing any child to be interviewed, photographed, or recorded by any publication  
 17 or organization, or to appear on any radio, television, or internet broadcast or make any other  
 18 public appearance. Such approval shall be requested through child's Social Worker.

19 ///

## 20 33. SECURITY

### 21 33.1 Security Requirements

22           33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
 23 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
 24 confidentiality that currently exists or exists at any time during the term of this Agreement.  
 25 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
 26 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
 27 private and confidential client information, to protect against anticipated threats to the security or  
 28

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.~~

1 ~~36. COUNTY RESPONSIBILITIES~~

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

4 ~~36. REFERRALS~~

5 ~~36.1 CONTRACTOR shall provide services to individuals referred by~~  
 6 ~~ADMINISTRATOR.~~

7 36.2.3 The information does not give the appearance that the COUNTY, its  
 8 officers, employees, or agencies endorse:

9 36.2.3.1 Any commercial product or service; and

10 36.2.3.2 Any product or service provided by CONTRACTOR, unless  
 11 approved in writing by ADMINISTRATOR; and

12 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
 13 or other publicly available social media sites) to publish information related to this Agreement,  
 14 CONTRACTOR shall develop social media policies and procedures and have them available to  
 15 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
 16 and Procedures as they pertain to any social media developed in support of the services described  
 17 within this Agreement. The policy is available on the Internet at  
 18 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

19 37. REPORTS

20 37.1 CONTRACTOR shall provide information deemed necessary by  
 21 ADMINISTRATOR to complete any State-required reports related to the services provided under  
 22 this Agreement.

23 37.2 CONTRACTOR shall maintain records and submit reports containing such data and  
 24 information regarding the performance of CONTRACTOR's services, costs, or other data relating  
 25 to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
 26 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
 27 written notice to CONTRACTOR.

1           38.    ENERGY EFFICIENCY STANDARDS

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

4           39.    ENVIRONMENTAL PROTECTION STANDARDS

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

10           39.1 No facility to be utilized in the performance of the proposed grant has been listed on  
11 the EPA List of Violating Facilities;

12           39.2 It will notify COUNTY prior to award of the receipt of any communication from the  
13 Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
14 grant is under consideration to be listed on the EPA List of Violating Facilities; and

15           39.3 It will notify COUNTY and EPA about any known violation of the above laws and  
16 regulations.

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

19           40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
20 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
21 by the ~~OMB~~[Office of Management and Budget \(OMB\)](#) and published in the Federal Register dated  
22 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
23 is mutually understood that any contract which utilizes ~~Federal~~[federal](#) monies in excess of  
24 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided  
25 by ADMINISTRATOR that cites the following:

26           40.1.1 ~~A.~~—The definitions and prohibitions contained in the clause at Federal  
27 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
28

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

3 40.1.2 ~~B.~~—The offeror, by signing its offer, hereby certifies to the best of his or  
 4 her knowledge and belief as of December 23, 1989, that:

5 40.1.2.1 No ~~Federal~~federal appropriated funds have been paid or will be  
 6 paid to any person for influencing or attempting to influence an officer or employee of any agency,  
 7 a Member of Congress, an officer or employee of Congress, or an employee of a Member of  
 8 Congress on his or her behalf in connection with the awarding of any ~~Federal~~federal contract, the  
 9 making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan, the entering into of  
 10 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification  
 11 of any ~~Federal~~federal contract, grant, loan or cooperative agreement;

12 40.1.2.2 If any funds other than ~~Federal~~federal appropriated funds  
 13 (including profit or fee received under a covered ~~Federal~~federal transaction) have been paid, or  
 14 will be paid, to any person for influencing or attempting to influence an officer or employee of any  
 15 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member  
 16 of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and  
 17 submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the  
 18 Contracting Officer; and

19 40.1.2.3 He or she will include the language of this certification in all  
 20 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
 21 \$100,000 shall certify and disclose accordingly.

22 40.1.3 ~~C.~~—Submission of this certification and disclosure is a prerequisite for  
 23 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who  
 24 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure  
 25 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than  
 26 \$10,000, and not more than \$100,000, for each such failure.

27 41. POLITICAL ACTIVITY

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

4 42. TERMINATION PROVISIONS

5 42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
6 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
7 shall be deemed served on the date of mailing. Cause shall include, but not be defined as limited,  
8 to any breach of contract, any partial misrepresentation or whether negligent or willful, fraud on  
9 the part of CONTRACTOR-, discontinuance of the services for reasons within CONTRACTOR's  
10 reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to  
11 performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful  
12 or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the  
13 right to terminate this Agreement shall relieve COUNTY of all further obligations under this  
14 Agreement.

15 42.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days prior to the  
16 expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition  
17 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of  
18 service responsibilities, active case records, and pertinent documents. ~~case records, and pertinent~~  
19 documents. The Transition Period may be modified as agreed upon in writing by the parties.  
20 During the Transition Period, service and data access shall continue to be made available to  
21 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
22 transitioning all data in the format determined by COUNTY.

23 42.3 In the event of termination of this Agreement, cessation of business by  
24 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
25 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
26 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
27 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
28

1 Agreement.

2 ~~42.3~~42.4 The obligations of COUNTY under this Agreement are contingent upon the  
 3 availability of ~~Federal~~federal and/or State funds, as applicable, for the reimbursement of  
 4 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
 5 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
 6 remains in effect or operation. In the event that such funding is terminated or reduced,  
 7 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
 8 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR  
 9 ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with  
 10 written notification of such determination. ~~CONTRACTOR~~ shall immediately comply with  
 11 ADMINISTRATOR's decision.

12 ~~42.4~~42.5 If any term, covenant, condition, or provision of this Agreement or the  
 13 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this  
 14 Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or  
 15 invalidated thereby.

16 43. GOVERNING LAW AND VENUE

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

24 44. SIGNATURE IN COUNTERPARTS

25 44.1 The parties agree that separate copies of this Agreement may be signed by each of  
 26 the parties, and this Agreement will have the same force and effect as if the original had been  
 27 signed by all the parties.

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

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
DONALD VERLEUR \_\_\_\_\_ CHAIRWOMAN ~~OF THE~~  
~~BOARD OF SUPERVISORS~~ \_\_\_\_\_  
— CHIEF EXECUTIVE OFFICER \_\_\_\_\_ OF THE BOARD OF SUPERVISORS  
OLIVE CREST \_\_\_\_\_ COUNTY OF ORANGE, CALIFORNIA  
~~OLIVE CREST~~ \_\_\_\_\_

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

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

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

~~By:~~  
By: \_\_\_\_\_  
DEPUTY

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

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.

~~2.1.2~~ 2.2 After-Care Support: Services available to Youth who have completed THPP services.

~~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~~

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

3 ~~2.12—Probation Department: The County of Orange Probation Department.~~

4 ~~2.13—Probation Officer: The Youth's assigned County of Orange Probation Officer (PO)~~  
5 ~~responsible for Youth's placement and care.~~

6 ~~2.14~~2.11 Program Agreement: A written plan between CONTRACTOR, the Youth,  
7 and Youth's County Social Worker (SW) and Probation Officer (PO) specifying the THPP  
8 expectations, rules, and regulations. The Program Agreement is not a legally binding contract.

9 ~~2.15—Team Decision Making (TDM) Meeting: A group process facilitated by the~~  
10 ~~Children and Family Services (CFS) Division of the Social Services Agency (SSA) to make~~  
11 ~~decisions critical to a Youth's well-being including, but not limited to decisions to separate a Youth~~  
12 ~~from their family; reunify with family or non relative extended family member (NREFM); or~~  
13 ~~change a placement.~~

14 ~~2.16—Title 22: Title 22, Division 6 of the California Code of Regulations (CCR) relating~~  
15 ~~to the licensing of community care facilities, including group homes.~~

16 ~~2.17~~2.12 Transitional Independent Living Plan (TILP): A plan established by the  
17 County SW or PO in collaboration with the Youth to develop and document meaningful and  
18 attainable goals that will support the Youth's transition to self-sufficiency and independent living;  
19 and meet at least one participation requirement for the Youth to remain eligible for EFC as defined  
20 in Subparagraph 2.4 above.

21 ~~2.18—Transitional Housing Placement Program (THPP): A transitional housing~~  
22 ~~placement opportunity for foster care and/or probation youth between sixteen (16) to eighteen (18)~~  
23 ~~years of age that has been approved for licensure by CDSS, CCL pursuant to Title 22, CCR,~~  
24 ~~Section 86000 et. seq., and certified by the primary placing county pursuant to WIC Section~~  
25 ~~16522.1(b) and the CDSS Manual of Policies and Procedures (MPP).~~

26 ~~2.19~~2.13 Transitional Planning Conferences (TPCs): A Youth centered, strength  
27 based process, which brings together people identified by the Youth as their support system. Youth

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

5 ~~2.202.14~~ 2.202.14 Transitional Planning Services Program (TPSP): A department within the  
 6 CFS Division of SSA which provides referrals to independent living skills training, services,  
 7 vocational assessment, employment preparation and assistance, ~~educational resources,~~ and  
 8 transitional housing to Orange County's dependent youth between ages sixteen (16) and twenty-  
 9 four (24) years.

10 ~~2.212.15~~ 2.212.15 Visitors: Volunteers, repairmen, family members, friends, consulting staff,  
 11 or any other person who is not a resident or a member of CONTRACTOR's staff.

12 ~~2.22~~ 2.22 Youth: ~~Foster care and/or probation youth between sixteen (16) to eighteen (18)~~  
 13 ~~years of age who have been adjudicated as either dependents or probation wards of the Orange~~  
 14 ~~County Juvenile Court pursuant to WIC Sections 300 or 602 up until the Juvenile Court terminates~~  
 15 ~~jurisdiction, who are placed in out of home care, are pursuing TILP goals and are participating in~~  
 16 ~~ILP services.~~

17 ~~2.~~ 2. Eligibility Requirements

18 2.16 Casey Life Skills Assessment (CLSA): A tool that assesses the behaviors and  
 19 competencies Youth need to achieve their long term goals. It aims to set Youth on their way  
 20 toward developing healthy, productive lives. Examples of the life skills CLSA helps Youth self-  
 21 evaluate include: maintaining healthy relationships, work and study habits, planning and goal  
 22 setting, using community resources, daily living activities, budgeting and paying bills, computer  
 23 literacy, and their permanent connections to caring adults.

24 3. ELIGIBILITY REQUIREMENTS

25 ~~2.243.1~~ 2.243.1 Eligible Youth include those who have been adjudicated as either  
 26 dependents or probation wards of the Orange County Juvenile Court pursuant to -WIC Sections  
 27 300 or 602 up until the Juvenile Court terminates jurisdiction and who are:

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1 ~~2.24.13.1.1~~ 3.1.1 Currently placed in out-of-home care under the supervision of SSA  
 2 or Probation Department;

3 ~~2.24.23.1.2~~ 3.1.2 Pursuing TILP goals;

4 ~~2.24.33.1.3~~ 3.1.3 Actively participating in ILP services;

5 ~~2.24.43.1.4~~ 3.1.4 Able to demonstrate placement stability for the last six (6) months;

6 ~~2.24.53.1.5~~ 3.1.5 Able to provide evidence of regular school and/or work attendance;

7 and

8 ~~2.24.63.1.6~~ 3.1.6 ~~Complete~~ Able to successfully complete a required THPP Placement  
 9 Application describing why the Youth wants to enter the program and what the Youth wants to  
 10 gain from the program.

### 11 3.4. LICENSURE AND COUNTY CERTIFICATION

12 ~~3.1 — CONTRACTOR shall possess current THPP licensure issued by the CDSS CCLD~~  
 13 ~~as set forth under Title 22, CCR, Section 86000 et. seq. CONTRACTOR shall maintain such~~  
 14 ~~licensure throughout the term of this Agreement.~~

15 4.1 Current THPP licensure by CDSS CCLD. CONTRACTOR must be in good  
 16 standing to operate a California THPP facility.

17 4.2 Current CCLD approved THPP Program Statement.

18 ~~3.24.3~~ 3.1 CONTRACTOR shall possess current THPP Certification as set forth under WIC,  
 19 Section 16522.1(b) and Section 30-911 of the CDSS MPP from the County of Orange.  
 20 CONTRACTOR shall maintain such certification throughout the term of this Agreement.

21 4.4 Current THPP Certification from the County of Orange.

### 22 4.5. PROGRAM STATEMENT

23 ~~4.15.1~~ 4.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised  
 24 Program Statement as submitted to the CDSS ~~and/or~~ CCLD, or upon ADMINISTRATOR's  
 25 request, subsequent to the execution of this Agreement. The provisions of the revised Program  
 26 Statement shall supersede the provisions contained in the previous Program Statement to the extent  
 27 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.~~

~~6.47.2~~ 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.

~~6.57.3~~ 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.—

### 7.18.1 GOALS

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

#### 7.1.1 —Employment:

~~7.1.28.1.1~~ Obtain Youth will obtain and sustain paid employment.

#### 7.1.3 —Housing:

~~7.1.48.1.2~~ Have Youth will have an identified, accessible placement to which to transition to upon graduation from the THPP.

#### 7.1.5 —Self-Sufficiency:

~~7.1.68.1.3~~ Demonstrate Youth will demonstrate proficiency in essential independent life skills.

#### 7.1.7 —Education:

~~7.1.88.1.4~~ 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.

### ~~7.28.2~~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:~~

~~7.2.4~~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,

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

3 8.2.7 Complete the Casey Life Skills Assessment for all THPP participants to  
4 inform individualized case planning, as well as, to inform program evaluation and continuous  
5 quality improvement. CONTRACTOR shall administer the Casey Life Skills Assessment to  
6 participants upon admission into THPP, every six months thereafter, and upon exiting THPP.

7 ~~7.3.8.3~~ OUTCOME OBJECTIVES

8 ~~7.3.48.3.1~~ Sixty (60) One hundred percent (100%) of Youth-participants shall  
9 ~~obtain and sustain employment~~ will be provided Employment Readiness training.

10 8.3.2 Ninety (90) One hundred percent (100%) of Youth-participants shall will  
11 receive at least three (3) hours of instruction on how to clean an apartment.

12 ~~7.3.28.3.3~~ One hundred percent (100%) of participants will have a housing  
13 transition plan upon graduation from the THPP.

14 ~~7.3.3~~ Ninety (90) percent of Youth-participants shall establish a savings  
15 ~~account with a regular deposit schedule.~~

16 ~~7.3.48.3.4~~ One hundred (100) percent (100%) of Youth-participants shall  
17 ~~demonstrate the ability to prepare meals.~~ will receive financial management training.

18 8.3.5 One hundred (100) percent (100%) of Youth-participants shall will be  
19 provided instruction on meal preparation.

20 ~~7.3.58.3.6~~ One hundred percent (100%) of eligible participants will have ~~in~~  
21 ~~their possession~~ a state issued identification card if they are eligible.

22 ~~7.3.68.3.7~~ Ninety (90) One hundred percent (100%) of Youth-participants shall  
23 ~~complete~~ will be provided tutoring upon acceptance of tutoring services if it is necessary for the  
24 completion of high school or equivalent.

25 ~~7.3.78.3.8~~ Eighty (80) One hundred percent (100%) of Youth-participants shall  
26 ~~have two or more supportive caring adults available to them upon exiting the THPP.~~ will be  
27 provided disaster preparedness and readiness training.

1 8.3.9 One hundred percent (100%) of participants will be provided relationship  
 2 violence awareness training.

3 8.9. SERVICES TO BE PROVIDED

4 CONTRACTOR shall:

5 8.19.1 Possess an understanding of the responsibilities, objectives, and requirements of the  
 6 ~~County~~COUNTY in regard to the care and treatment ~~in order to engage of~~ the Youth, and ~~shall~~  
 7 work collaboratively with SSA to deliver strength-based, family-friendly, and family-centered  
 8 services that address the needs of the Youth.

9 8.29.2 Provide services ordered by the Orange County Juvenile Court, or as determined by  
 10 the Needs and Services Plan ~~in compliance with Title 22, CCR.~~

11 8.39.3 Be trained, knowledgeable, and experienced in the needs of the target population,  
 12 and shall engage in trauma informed practice accordingly.

13 8.49.4 Follow admission requirements related to medical and dental screening, physical  
 14 examination, psychological/psychiatric screening, psychotropic medication needs, and  
 15 immunizations as prescribed by COUNTY; and take Youth's ~~Health and Education Passport~~  
 16 ~~(HEP) form and~~ HEP Encounter form to all medical and dental appointments In order to be updated  
 17 by the appropriate health care provider.

18 8.59.5 Provide a safe atmosphere and environment while providing services with a  
 19 concerted effort to prepare the Youth to transition to a lower level of care ~~as described in~~  
 20 ~~Subparagraph 6.3., reunify with parent(s), obtain placement with relatives, NREFM, foster home,~~  
 21 Foster Family Agency (FFA), or enter a Transitional Housing Placement-Plus Program (THP+),  
 22 EFC Transitional Housing Placement-Plus Foster Care Program (THP+FC), or Transitional  
 23 Housing Placement-Plus (THP+) Host Family Services, or become emancipated.

24 ~~##~~

25 8.79.6 Ensure ~~County~~COUNTY policy and Juvenile Court requirements regarding  
 26 psychotropic medication, administration, documentation, monitoring, and reporting  
 27 responsibilities are followed.

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1 ~~8.89.7~~ Maintain the Youths' Personal Rights as set forth in Title 22 Regulations.

2 9.8 Upon intake into the program, Contractor shall communicate the THPP rules and  
3 regulations in writing to all participating Youth. CONTRACTOR shall ensure all Youth sign a  
4 copy of the document acknowledging their agreement to abide by those rules and regulations.

5 ~~8.99.9~~ Develop, implement, and maintain, written Youth discipline policies and procedures  
6 in accordance with Title 22, CCR.

7 ~~8.109.10~~ Ensure a reasonable and prudent parent standard, pursuant to WIC Section  
8 362.04 and 362.05 for Youth to participate in extracurricular, enrichment, and social activities with  
9 reasonable determination of the appropriateness of the activity in consideration of the Youth's age,  
10 maturity, and developmental level.

11 ~~8.119.11~~ -Respect the cultural diversity of the Youth, their parent(s) and any other  
12 relatives or significant relationship connections; and provide culturally responsive staff as  
13 described in Subparagraph ~~20.2~~18.2.

14 ~~8.129.12~~ Provide bilingual direct service staff as described in Subparagraph ~~20.4~~18.4.

15 ~~8.139.13~~ Develop a Program Agreement upon placement; within two business days  
16 in collaboration with Youth ~~within two (2) business days~~, which shall specify the requirements for  
17 THPP participation, ensuring each Youth shall indicate by their signature, acknowledgement of  
18 the privacy and lifestyle restrictions while participating in the program.

19 ~~8.149.14~~ Ensure each Youth has ~~a~~-signed a Waiver and Release form ~~on file~~-prior to  
20 entering the THPP; acknowledging the Youth's voluntary participation in the program, ~~and~~with  
21 the understanding that the Youth ~~have been informed of the rules, regulations and their will be~~  
22 waiving privacy rights while participating in the program. otherwise guaranteed by California law.

23 ~~8.159.15~~ Obtain all standard release forms as needed for collateral contacts.

24 ~~8.169.16~~ Perform an Intake Summary within thirty (30) days of placement in the  
25 program as described in Subparagraph ~~12.4.~~12.4.

26 ~~8.179.17~~ Maintain placement of the Youth on a case-by case basis until  
27 CONTRACTOR, ~~County~~-SW/PO, and TPSP, in conjunction with SSA ~~TDM~~CFT meetings,

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determine that:

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

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

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

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

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

~~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~~ 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~~ 8.22.19.23 Supportive Services

- CONTRACTOR shall:

~~8.22.19.23.1~~ 8.22.19.23.1 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~~ 8.22.29.23.2 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~~ 8.22.39.23.3 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~~ 8.22.3.19.23.3.1 Initial referrals for counseling and follow-up services per HCA protocol;

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

~~8.22.3.39.23.3.3~~ 8.22.3.39.23.3.3 Psychiatric evaluation; and

~~8.22.3.49.23.3.4~~ 8.22.3.49.23.3.4 Psychotropic medication management.

~~8.22.49.23.4~~ 8.22.49.23.4 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~~ 8.22.59.23.5 Utilize effective behavioral management model(s)/systems to meet

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

2 ~~8.22.69.23.6~~ Utilize a certified behavioral crisis prevention, crisis management,  
3 and crisis intervention program approved by COUNTY and ~~CCL~~CCLD.

4 ~~8.22.79.23.7~~ Coordinate ongoing communication protocol with local law  
5 enforcement and emergency services.

6 ~~8.22.89.23.8~~ Provide all programmatic services to disabled Youth, including, but  
7 not limited to, specialized and individualized services in consultation with the COUNTY.

8 ~~8.22.99.23.9~~ Provide access to Emancipation Mentor, as ~~described~~defined in  
9 Subparagraph ~~21.71.1~~. Youth will receive guidance and support for interpersonal and social skills  
10 and increase their awareness of resources available to them in and around their community.

11 ~~8.22.109.23.10~~ Provide instruction of and model conflict resolution and problem  
12 solving skills; effective communication and listening skills; and critical and creative thinking  
13 skills emphasizing personal responsibility and self-discipline.

14 ~~8.22.119.23.11~~ Encourage and assist Youth in the completion of a high school  
15 diploma or equivalent such as General Equivalency Diploma (GED), if applicable.

16 ~~8.22.129.23.12~~ Assist Youth in seeking employment and communicate with Youth  
17 on a daily basis to monitor Youth's job search to provide support and assistance as needed—to  
18 facilitate Youth's linkages to youth employment programs, Workforce Investment Boards (WIBs),  
19 and other job search, career, and vocational resources.

20 ##

21 ~~8.22.149.23.13~~ Encourage and assist Youth who are high school graduates to seek  
22 higher education for the purpose of expanding future employment opportunities.

23 ~~8.22.159.23.14~~ Provide training on healthy interpersonal relationships, health,  
24 sexual and reproductive health education, parenting, personal safety, hygiene, medical health  
25 issues, alcohol, drugs and tobacco, anger management, budget and financial management, banking,  
26 nutrition and cooking, shopping, and other educational topics as they are identified.

27 ~~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.~~

~~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.~~

1 ~~8.74.0.0 — Educate Youth to be responsible to pay all of their~~  
 2 ~~debts.~~

3 ~~8.75.0.0 — CONTRACTOR staff shall not assume responsibility for~~  
 4 ~~replacement or return of money that Youth lends or borrows.~~

5 ~~8.76.0 — Savings:~~

6 ~~8.77.0.0 — Encourage Youth to save a portion of their income in an~~  
 7 ~~established savings account as identified in the Youth's Program Agreement to use after~~  
 8 ~~emancipation and/or upon exiting the program.~~

9 ~~8.78.0.0 — Encourage Youth to establish financial accountability by~~  
 10 ~~submitting copies of deposit slips, pay stubs and bank statements to the THPP Program Manager.~~

11 ~~8.79.0 — Pregnancy:~~

12 ~~8.80.0.0 — Encourage pregnant Youth to continue participation in~~  
 13 ~~the program as long as program progress is maintained, with reasonable accommodations, and no~~  
 14 ~~medical restrictions as determined by a physician, would preclude the Youth from safe~~  
 15 ~~independent living.~~

16 ~~8.81.0 — Parenting:~~

17 ~~8.82.0.0 — Encourage parenting Youth to participate in the program~~  
 18 ~~as long as the Youth attends parent education classes, meets and maintains all program~~  
 19 ~~requirements, and actively participates in a parenting support program approved by County~~  
 20 ~~SW/PO.~~

21 ~~8.83.0.0 — The parenting Youth shall be responsible for identifying~~  
 22 ~~and obtaining safe and appropriate childcare while working, attending school and/or training, with~~  
 23 ~~the guidance of the County SW/PO and Live In Case Manager.~~

24 ~~8.84.0 — Childcare:~~

25 ~~8.85.0.0 — Prohibit Youth from providing childcare to children of~~  
 26 ~~other program participants.~~

27 ~~8.86.0.0 — Prohibit Youth who are employed as childcare workers~~

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

3 ~~8.87.0 — Housing Unit Cleanliness/Maintenance:~~

4 ~~8.88.0.0 — Teach Youth how to maintain a clean and safe housing~~  
 5 ~~unit.~~

6 ~~8.89.0.0 — Instruct Youth to inform the Live-In Case Manager~~  
 7 ~~and/or THPP Program Manager when a housing unit item breaks or requires repair/maintenance.~~

8 ~~8.90.0.0 — Inform each Youth that the housing unit is subject to~~  
 9 ~~weekly unannounced inspection by the Case Managers and shall be evaluated on but not limited~~  
 10 ~~to; cleanliness, tidiness, safety, compliance with curfew and visitor regulations and any other~~  
 11 ~~program rules or regulations. The inspection may include a visual check on cleanliness and a~~  
 12 ~~search for any prohibited items.~~

13 ~~8.91.0.0 — Inform each Youth that CONTRACTOR may provide~~  
 14 ~~incentives for the cleanest housing unit at the end of each month.~~

15 ~~8.92.0 — Furnishings:~~

16 ~~8.93.0.0 — The THPP Program Manager shall ensure all furniture~~  
 17 ~~and necessary household items are supplied and functioning prior to the Youth moving into a~~  
 18 ~~housing unit.~~

19 ~~8.94.0.0 — Allow Youth to take designated housing unit furniture~~  
 20 ~~with them upon exiting the program, or to distribute it equally among program roommates with~~  
 21 ~~the assistance of the Live-In Case Manager.~~

22 ~~8.95.0 — Property:~~

23 ~~8.96.0.0 — Inform Youth that deliberate destruction of property by~~  
 24 ~~Youth, including physical damage to the housing unit, but not limited to, marking on walls and/or~~  
 25 ~~intentional damage to another participant's belongings, etc., shall not be tolerated.~~

26 ~~8.97.0.0 — Determine when a Youth is deliberately damaging~~  
 27 ~~property and inform the Youth that they may be subject to a program violation and/or termination~~

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

3 ~~8.98.0 — Alcohol and Drugs:~~

4 ~~8.99.0.0 — Inform Youth alcohol or drugs are not permitted on the~~  
5 ~~housing unit premises.~~

6 ~~8.100.0.0 — Inform each Youth determined by CONTRACTOR to~~  
7 ~~be ingesting or in possession of alcohol or drugs while on the housing unit premises that they may~~  
8 ~~be subject to a program violation and/or termination from the program at the discretion of~~  
9 ~~CONTRACTOR and in conjunction with the County SW/PO and TPSP Manager.~~

10 ~~8.101.0.0 — Inform Youth that smoking is not allowed on housing~~  
11 ~~unit premises nor for Youth seventeen (17) years of age or younger.~~

12 ~~##~~

13 ~~8.103.0 — Decorating:~~

14 ~~8.104.0.0 — Require Youth to obtain the permission of the THPP~~  
15 ~~Program Manager before painting and/or decorating the housing unit.~~

16 ~~8.105.0.0 — Require that all décor must be appropriate and must not~~  
17 ~~contain, for example, obscenities, vulgar content, and/or gang related material.~~

18 ~~8.106.0 — Noise Level:~~

19 ~~8.107.0.0 — Keep noise level from television or radio equipment and~~  
20 ~~electronic media at a reasonable level as determined by CONTRACTOR staff.~~

21 ~~8.108.0.0 — Begin quiet time in the housing units at 10:00 p.m.~~  
22 ~~nightly.~~

23 ~~8.109.0 — Dating:~~

24 ~~8.110.0.0 — Educate Youth on characteristics of healthy and safe~~  
25 ~~relationships including accessing resources for family planning and reproductive health.~~

26 ~~8.111.0.0 — Encourage Youth to be responsible for individual dating~~  
27 ~~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.~~

~~8.1269.24~~ ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

~~(CDA2416)~~ CJB0419

~~8.126.1.19.24.1~~ 8.126.1.19.24.1 Clothing/Clothing Allowance:

~~8.126.1.19.24.1.1~~ 8.126.1.19.24.1.1 Provide clothing items that are requested by COUNTY within three (3) calendar days of the Youth's initial placement date.

~~8.126.1.29.24.1.2~~ 8.126.1.29.24.1.2 Provide a monthly clothing allowance of no less than seventy-five dollars (\$75.00) to purchase clothing necessary to meet each Youth's needs.

~~8.126.1.39.24.1.3~~ 8.126.1.39.24.1.3 Maintain receipts for all clothing purchases in Youth's record.

~~8.126.1.49.24.1.4~~ 8.126.1.49.24.1.4 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.

~~8.126.1.59.24.1.5~~ 8.126.1.59.24.1.5 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.

~~8.126.1.69.24.1.6~~ 8.126.1.69.24.1.6 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.

~~8.126.2.19.24.2~~ 8.126.2.19.24.2 Personal Needs:

~~8.126.2.19.24.2.1~~ 8.126.2.19.24.2.1 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.

~~8.126.2.29.24.2.2~~ 8.126.2.29.24.2.2 Personal items shall be the property of each Youth and shall be retained by Youth upon termination of placement.

1 ~~8.126.2.3~~9.24.2.3 Provide clean, fresh towels, mattress pad, pillows,  
2 sheets and blankets in sufficient number to assure cleanliness and warmth.

3 ~~8.126.3~~9.24.3 Food:

4 ~~8.126.3.1~~9.24.3.1 ————— Ensure Youth will receive an adequate and  
5 balanced diet as required by Title 22. In addition, maintain the following minimum emergency  
6 supplies per Youth on the premises:

7 ~~8.126.3.2~~9.24.3.2 One (1) week supply of staple nonperishable foods;

8 ~~8.126.3.3~~9.24.3.3 Two (2) day supply of fresh perishable foods; and

9 ~~8.126.3.4~~9.24.3.4 A minimum of five (5) day supply of at least one (1)  
10 gallon of water per Youth.

11 ~~8.126.4~~9.24.4 Allowances:

12 ~~8.126.4.1~~9.24.4.1 Provide each Youth with an allowance sufficient for  
13 Youth to purchase food and other necessities.

14 ~~8.127~~9.25 Safeguards ~~For~~ Cash Resources, Personal Property ~~And~~ Valuables:

15 ~~8.127.1~~9.25.1 In accordance with Title 22, CCR Section 80026, Division 6,  
16 CONTRACTOR shall assist each Youth in keeping cash resources, personal property, and  
17 valuables separate and intact. CONTRACTOR shall maintain accurate records of such resources.

18 ~~8.127.2~~9.25.2 -In the event that Youth is employed, CONTRACTOR shall assist  
19 Youth in setting up a bank account to the satisfaction of the Youth's County SW/PO. Youth's  
20 funds shall not be commingled with CONTRACTOR's funds or petty cash.

21 ~~8.128~~9.26 Termination Policies:

22 ~~8.128.1~~9.26.1 Youth shall be subject to CONTRACTOR's termination policies  
23 and may be terminated from the program for including, but not limited to, the following reasons:

24 ~~8.128.1.1~~9.26.1.1 Failure to follow ~~program Rules and Regulations~~  
25 ~~identified in Paragraph 9.37~~, the TILP, or Program Agreement;

26 ~~8.128.1.2~~9.26.1.2 Involvement in illegal activities (e.g., use of alcohol,  
27 drugs, theft, assault, etc.);

1 ~~8.128.1.3~~9.26.1.3 Destruction of property;

2 ~~8.128.1.4~~9.26.1.4 Participation in high risk or unsafe behavior;

3 ~~8.128.1.5~~9.26.1.5 Continual misuse of allowance or personal money

4 without signs of growth;

5 ~~8.128.1.6~~9.26.1.6 Violation of visitation policy;

6 ~~8.128.1.7~~9.26.1.7 Making threats of any nature to CONTRACTOR

7 staff or other program Youth;

8 ~~8.128.1.8~~9.26.1.8 Eviction by landlord;

9 ~~8.128.1.9~~9.26.1.9 Absent Without Leave (AWOL) status;

10 ~~8.128.1.10~~9.26.1.10 Behavior or misconduct that jeopardizes the Youth's

11 individual, or other participant's, personal safety or success in the program;

12 ~~8.128.1.11~~9.26.1.11 Committing arson; and

13 ~~8.128.1.12~~9.26.1.12 Administrative ~~terminations of which~~action resulting

14 in Youth's services are being suspended ~~due to administrative action (i.e.,~~ termination of

15 dependency, etc.).

16 ~~8.128.29.26.2~~ 9.26.2 CONTRACTOR may terminate Youth from the program upon

17 ~~seven (7) business days~~fourteen (14) calendar days' advance written notice to the Youth, ~~County~~

18 SW/PO and TPSP Manager. CONTRACTOR shall review termination decisions with the TPSP

19 Manager upon request. The TPSP Manager will make the final decision regarding Youth's

20 termination from the program which shall be binding on CONTRACTOR.

21 ~~8.129~~9.27 Removal or Transfer of Youth:

22 ~~8.129.19.27.1~~ 9.27.1 Notwithstanding any other provision, COUNTY may, in its sole

23 discretion, remove, with or without stating cause, any or all Youth placed with CONTRACTOR

24 at any time.

25 ~~8.129.29.27.2~~ 9.27.2 Except in an emergency, no Youth shall be moved or transferred

26 from one facility to another facility of CONTRACTOR without prior authorization from Youth's

27 ~~County~~ SW/PO.

1 //

2 ~~8.131~~9.28 After-Care:

3 ~~8.131.19.28.1~~ After-care support services shall be offered to the Youth for a  
4 minimum of one (1) year after exiting the program ~~if the Youth agrees to participate.~~  
5 ~~CONTRACTOR shall offer the following.~~ At minimum, after-care support services ~~to Youth;~~will  
6 include monthly support groups and service referrals, as needed, to address the Youth's needs.

7 ~~8.131.2.0~~ ~~Monthly Alumni group; and~~

8 ~~8.131.31.1.1~~ ~~Community resource referrals as needed.~~

9 ~~8.131.49.28.2~~ CONTRACTOR ~~shall track and evaluate the success of Youth~~will  
10 offer incentives for Youth to participate in post-evaluation program once a year for two (2) years  
11 after ~~exiting~~Youth exit the program. The CONTRACTOR will evaluate the Youth's progress and  
12 success by requesting the Youth to answer questions ~~if the Youth agrees to participate~~ regarding  
13 the following:

14 ~~8.131.4.19.28.2.1~~ Education;

15 ~~8.131.4.29.28.2.2~~ Employment/Career;

16 ~~8.131.4.39.28.2.3~~ Financial/Budgeting;

17 ~~8.131.4.49.28.2.4~~ Health/Medical/Insurance;

18 ~~8.131.4.59.28.2.5~~ Housing;

19 ~~8.131.4.69.28.2.6~~ Independent Living Skills; and

20 ~~8.131.4.7~~ ~~Connections with caring adults.~~

21 9.28.2.7 Permanency/Circle of Support.

22 ~~8.131.59.28.3~~ CONTRACTOR ~~shall offer incentives to Youth to participate in~~  
23 will provide ADMINISTRATOR any and all completed post-~~evaluation program once a year.~~  
24 evaluations upon request.

25 ~~8.132~~9.29 Absence Report:

26 ~~8.132.19.29.1~~ An authorized absence from the program is one to which Youth's  
27 County SW/PO has authorized and/or has mutual agreement for absence with CONTRACTOR.

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1 ~~8.132.29.29.2~~ In the case of any other absence, CONTRACTOR shall immediately  
 2 telephone Youth's ~~County~~ SW/PO, the TPSP Manager or designee, the local law enforcement  
 3 agency, ~~ECLCCLD~~, and Youth's parent(s)/guardian(s), if applicable. Written notification from  
 4 CONTRACTOR shall be received within twenty-four (24) hours thereafter by Youth's ~~County~~  
 5 SW/PO.

6 ~~8.132.39.29.3~~ Following the return of a Youth's unauthorized absence,  
 7 CONTRACTOR shall immediately notify the Youth's ~~County~~ SW/PO, the TPSP Manager or  
 8 designee, the local law enforcement agency, ~~ECLCCLD~~, and the Youth's parent(s)/guardian(s),  
 9 if applicable.

10 ~~8.132.49.29.4~~ CONTRACTOR shall provide an evaluation and intervention plan  
 11 for the Youth that emphasizes the significance of their unauthorized absence to minimize and  
 12 decrease future unauthorized absences. The intervention plan shall be documented in the Youth's  
 13 case file.

14 ~~8.132.59.29.5~~ CONTRACTOR shall maintain a record of authorized and  
 15 unauthorized absences in the Youth's case file.

16 ~~8.1339.30~~ Youth Records:

17 ~~8.133.19.30.1~~ CONTRACTOR shall prepare and maintain accurate and complete  
 18 records of each Youth as required by ~~ECLCCLD~~ and ADMINISTRATOR. Records of Youth  
 19 shall be subject to the confidentiality provisions of any applicable policies and orders of the Orange  
 20 County Juvenile Court and WIC Section 827 et. seq. Youth's records shall include, but not be  
 21 limited to:

22 ~~8.133.1.19.30.1.1~~ Placement agreement;

23 ~~8.133.1.29.30.1.2~~ Statement of any known or suspected dangerous  
 24 behavior;

25 ~~8.133.1.39.30.1.3~~ Social history report;

26 ~~8.133.1.49.30.1.4~~ TILP and Program Agreement;

27 ~~8.133.1.59.30.1.5~~ Youth financial information, including revenues and

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

3 ~~8.133.1.6~~9.30.1.6 Reports on interviews with Youth;

4 ~~8.133.1.7~~9.30.1.7 Progress notes and school performance;

5 ~~8.133.1.8~~9.30.1.8 Special Incident Reports;

6 ~~8.133.1.9~~9.30.1.9 Clinical notes on services provided by treatment  
 7 professionals;

8 ~~8.133.1.10~~9.30.1.10 Medical/dental records of visits/treatment, including  
 9 a copy of a physical that is less than one (1) year old; and

10 ~~8.133.1.11~~9.30.1.11 Medication log as required by Title 22, CCR.

11 ~~8.134.9.31~~9.31 -County Records:

12 ~~8.134.19.31.1~~9.31.1 Upon denial of a referral for the THPP, CONTRACTOR ~~shall~~will  
 13 immediately return all documents furnished by ~~ADMINISTRATOR~~COUNTY to ~~the County~~  
 14 SW/PO ~~if it is determined that a Youth shall not participate in the THPP.~~.

15 ~~8.134.29.31.2~~9.31.2 Upon completion or termination of Youth's participation in the  
 16 program, CONTRACTOR shall return all original records furnished by ADMINISTRATOR to  
 17 ~~County~~ SW/PO ~~upon request, if requested.~~ Records shall be provided within thirty (30) days ~~after~~  
 18 ~~Youth exits the program~~of request.

19 ~~9.~~ FACILITIES

20 10. FACILITY REQUIREMENTS

21 ~~9.1~~10.1 CONTRACTOR shall provide supervised ~~transitional~~ housing units ~~for up~~  
 22 ~~to twenty (20) Youth as defined in Paragraph 1.1 of this Exhibit A,~~ in cities located within Orange  
 23 County which may include apartments, condominiums, or single family dwellings leased or owned  
 24 and coordinated by CONTRACTOR.

25 ~~9.2~~10.2 CONTRACTOR shall ensure all housing units:

26 ~~9.2.1~~10.2.1 Have reasonable access to public transportation to schools,  
 27 employment, supportive services, shopping, medical care, and community resources;

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~~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.~~ 11. HOURS OF OPERATION

~~10.11.1~~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).

1 ~~11.12.~~ REPORTING REQUIREMENTS

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

6 ~~11.1~~12.1 A monthly population census report, including, but not limited to, entry and  
7 exit date of Youth and any other statistical data as requested by ADMINISTRATOR, by the tenth  
8 (10th) calendar day of each month, for services provided in the previous month.

9 ~~11.2~~12.2 A monthly tracking report indicating overall program progress, including  
10 individual progress breakdown of each Youth ~~off~~for each outcome objective described in  
11 Subparagraph 8.3, by the tenth (10th) calendar day of each month, for services provided in the  
12 previous month.

13 ##

14 ~~11.4~~12.3 An annual cumulative tracking report indicating overall program progress  
15 of each outcome objective described in Subparagraph 8.3, within thirty (30) calendar days after  
16 each yearly contract cycle of July 1 through June 30 for services provided.

17 ~~11.5~~12.4 Intake Summary: Shall~~The Intake Summary shall be completed within~~  
18 thirty (30) calendar days of placement in the program and shall be maintained in the Youth's case  
19 file. The Intake Summary shall include, but is not limited to:

20 ~~11.5.1~~12.4.1 Identification of Youth's strengths;

21 ~~11.5.2~~12.4.2 Medical and dental needs;

22 ~~11.5.3~~12.4.3 Psychological/psychiatric evaluations obtained;

23 ~~11.5.4~~12.4.4 Case staffing review summaries;

24 ~~11.5.5~~12.4.5 Educational assessment;

25 ~~11.5.6~~12.4.6 Peer adjustment;

26 ~~11.5.7~~12.4.7 Relationship with CONTRACTOR staff;

27 ~~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;

1 ~~11.8.4~~12.6.4 Current status of Youth's physical and psychological health, report  
2 of medical care received, and medication given;

3 ~~11.8.5~~12.6.5 Modification of the TILP and/or Program Agreement, and as  
4 necessary, the tasks to be performed and changes in the anticipated length of placement;

5 ~~11.8.6~~12.6.6 A record of any serious behavioral, mental health, or medical issues  
6 and how these issues were addressed, including Youth's responses;

7 ~~11.8.7~~12.6.7 A record of parental contacts, conferences, and visits, contacts with  
8 relatives and friends so far as they are made known, and any significant reaction thereto openly  
9 displayed by Youth;

10 ##

11 ~~11.8.9~~12.6.8 A record of telephonic and/or face-to-face contacts with Youth's  
12 County SW/PO during the month;

13 ~~11.8.10~~12.6.9 The dates of contacts with treatment providers, including, but not  
14 limited to, psychiatrist(s), psychologist(s), MFT's, and/or LCSW's, during the month; and

15 ~~11.8.11~~12.6.10 CONTRACTOR shall also make available to the Youth's ~~County~~  
16 SW/PO, copies of any pertinent information such as school reports, medical reports, and  
17 psychological/psychiatric reports.

18 ~~11.9~~12.7 Six Month Progress Report: Shall be submitted every six (6) months to the  
19 Youth's ~~County~~ SW/PO by the tenth (10th) calendar day of the required reporting month. These  
20 progress reports shall include, but not be limited to:

21 ~~11.9.1~~12.7.1 Progress towards accomplishing long-range goals, short-term  
22 objectives, and tasks;

23 ~~11.9.2~~12.7.2 Identification of Youth's unmet needs, assessment of unmet needs,  
24 and efforts made to meet these needs;

25 ~~11.9.3~~12.7.3 Reassessment of Youth's adjustment to the THPP;

26 ~~11.9.4~~12.7.4 Current status of Youth's physical and psychological health, report  
27 of medical care received, and medication given;

1 ~~11.9.5~~12.7.5 Modification of the TILP and/or Program Agreement, and as  
2 necessary, the tasks to be performed and changes in the anticipated length of placement;

3 ~~11.9.6~~12.7.6 A record of any serious behavioral, mental health, or medical issues  
4 and how these issues were addressed, including Youth's responses;

5 ~~11.9.7~~12.7.7 A record of parental contacts, conferences, and visits, contacts with  
6 relatives and friends so far as they are made known, and any significant reaction thereto openly  
7 displayed by the Youth;

8 ##

9 ~~11.9.9~~12.7.8 A record of telephonic and/or face-to-face contacts with Youth's  
10 ~~County~~ SW/PO during the six-month period; and

11 ~~11.9.10~~12.7.9 The dates of contacts with treatment providers, including but not  
12 limited to; psychiatrist(s), psychologist(s), MFT's, and/or LCSW's during the six-month period;  
13 and

14 ~~11.10.0~~ ~~CONTRACTOR shall also make available to Youth's County SW/PO,~~  
15 ~~copies of any pertinent information such as school reports, medical reports and~~  
16 ~~psychological/psychiatric reports.~~

17 ~~11.11~~12.8 Termination Summary: Shall be submitted to the Youth's ~~County~~ SW/PO,  
18 within thirty (30) calendar days of successful completion or termination of Youth's placement,  
19 consisting of a closing summary of all issues regularly reported in the ~~monthly progress~~  
20 ~~reports~~Monthly Progress Reports, including, but not limited to:

21 ~~11.11.1~~12.8.1 Name, address, and phone number of location, and person(s) Youth  
22 was discharged/placed to, and date of discharge;

23 ~~11.11.2~~12.8.2 Records relating to treatment provided to Youth;

24 ~~11.11.3~~12.8.3 Any monies (i.e., allowances, savings) owed to the Youth; and

25 12.8.4 An inventory list of the Youth's personal belongings and clothing.

26 ~~11.11.4~~12.8.5 The Youth shall sign the Termination Summary in agreement with  
27 the identification of personal belongings and clothing released to the Youth when exiting the

1 program.

2 ~~11.~~ SPECIAL OR UNPLANNED INCIDENTS

3 ~~11.13~~12.9 Serious Illness, Accident/Injury, Hospitalization, or Death:

4 ~~11.13.1~~ CONTRACTOR shall will immediately telephone ~~the~~ Youth's County  
 5 SW/PO, and the TPSP Manager or designee, upon CONTRACTOR becoming aware of any  
 6 serious illness, accident/injury, hospitalization, or death of any Youth in CONTRACTOR's care.  
 7 ~~If In~~ the County SW/PO is unavailable, event CONTRACTOR ~~shall make person is unable~~ to  
 8 ~~person notification by calling reach~~ the County SW/PO's supervisor and the Program Officer of  
 9 ~~the Day. above listed parties,~~ CONTRACTOR ~~shall also immediately telephone the TPSP~~  
 10 ~~Manager or designee regarding:~~

11 ~~11.13.2.0~~ Death of a Youth;

12 ~~11.13.3.0~~ Hospitalization;

13 ~~11.13.4.0~~ Any serious illness;

14 ~~11.13.5.0~~ Accident/injury;

15 ~~11.13.6.0~~ Suicide attempt;

16 ~~11.13.7.0~~ Abduction;

17 ~~11.13.8.0~~ Client re-location; and

18 ~~11.13.9.0~~ Natural or man-made disaster or evacuation.

19 ~~11.13.10~~12.9.1 ~~If the County SW/PO, supervisor, Program Officer of the Day,~~  
 20 ~~TPSP Manager or designee is unavailable, CONTRACTOR shall will~~ make person-to-person  
 21 notification by calling SSA-~~(Orangewood Children and Family Center (OCFC) at (714) 935-~~  
 22 ~~7080~~Intake or Probation Department/Juvenile Hall/Records ~~at (714) 935-7411 (After 5:00 PM~~  
 23 ~~(714) 935-6351).~~ This verbal report will be followed by a written report within twenty-four (24)  
 24 hours after such serious illness, accident/injury, hospitalization, or death.

25 12.9.2 The verbal and written report will include, but not be limited to:

26 12.9.2.1 The name and date of birth of Youth;

27 12.9.2.2 The date, time, and location of serious illness, accident/injury

1 hospitalization, or death;

2 12.9.2.3 A complete, concise description of the incident, including the  
 3 identities of all parties involved in the incident;

4 12.9.2.4 The program under which Youth was participating; and

5 12.9.2.5 All names of CONTRACTOR's officers, employees, agents,  
 6 subcontractors, or volunteer staff who have knowledge of the event/incident.

7 12.10 Special Incidents:

8 12.10.1 CONTRACTOR will immediately telephone Youth's SW/PO, and the  
 9 TPSP Manager and/or designee, if any of the following occurs:

10 12.10.1.1 School takes suspension action or Youth has unauthorized school  
 11 absences;

12 12.10.1.2 Any behavior or activities by any Youth which substantially  
 13 disrupts activities within CONTRACTOR's facility and jeopardizes the status, safety, and health  
 14 of Youth placed by COUNTY;

15 12.10.1.3 Any behavior or activities by any volunteer or CONTRACT staff  
 16 while on duty which substantially disrupts activities within CONTRACTOR's facility and  
 17 jeopardizes the status, safety, or health of Youth placed by COUNTY; and

18 12.10.1.4 Any other behavior or activity by Youth or CONTRACTOR's  
 19 staff not listed above which is required to be reported to CCLD and COUNTY.

20 12.10.2 This verbal report will be followed by the submission of a written Special  
 21 Incident Report (SIR) form approved by COUNTY, to the SW/PO and TPSP Manager and/or  
 22 designee, within three (3) calendar days of the incident via the CFS SIR Fax Line at (714) 940-  
 23 3961 and/or the Secure Communication Management System (SCMS) or the Probation  
 24 Department SIR Fax Line at (714) 935-7725.

25 ~~11.13.11~~ 12.10.3 ~~CONTRACTOR shall~~ will comply with the "Special  
 26 Incident Reporting Guidelines for Residential Facilities, Group Home, Small Family Home, and  
 27 Foster Family Agency," developed by CDSS, CCLD, and incorporated herein by reference, as it

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1 currently exists or may hereafter be amended.

2 ~~11.13.12~~12.10.4 CONTRACTOR shall follow the verbal report with the  
3 submission of an electronic Special Incident Report ~~via the online Foster Youth Information (FYI)~~  
4 ~~System~~ within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or  
5 death occurs. ~~In the event the FYI system is not available,~~ CONTRACTOR shall submit the  
6 Special Incident Report via facsimile within twenty-four (24) hours of the incident via the CFS  
7 Special Incident Report Fax Line at (714) 940-3961 or the Secure Communication Management  
8 System (SCMS).

9 ~~11.13.13 Standard protocol~~CLSA Reporting: CONTRACTOR shall ~~resume~~  
10 ~~once~~administer the ~~FYI system becomes available.~~

11 ~~11.13.14 The verbal~~CLSA to participants upon admission into THPP, every six  
12 months thereafter, and ~~written upon exiting THPP.~~ The Contractor will generate a report ~~shall~~  
13 ~~include, but not be limited to:~~

14 ~~11.13.15.0 Name and date of birth of Youth;~~

15 ~~11.13.16.0 Date, time and location of serious illness,~~  
16 ~~accident/injury, hospitalization or death;~~

17 ~~11.13.17.0 A complete, concise description(s) of the~~  
18 ~~circumstances~~results and ~~nature~~shall provide COUNTY a copy of the incident;

19 ~~11.13.18.0 Names of all parties involved in the incident;~~

20 ~~11.13.19.0 Names of all CONTRACTOR's officers, employees,~~  
21 ~~agents, subcontractors, or volunteer staff who have knowledge of the incident.~~

22 ~~11.13.20 Name of the attending physician;~~

23 ~~11.13.21 Name of the hospital;~~

24 ~~11.13.22 When applicable, the police report number, name of the police agency~~  
25 ~~handling the incident, date of the police report and a summary of the circumstances.~~

26 ~~11.13.1.1 Other(s) upon request~~Special Incidents:

27 ~~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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1 ~~12.1~~13.1 Develop, operate, and maintain procedures for receiving, investigating, and  
 2 responding to complaints, including Civil Rights complaints, requests for COUNTY reviews,  
 3 negative comments, and other complaints relating to the THPP filed by Youth, other contract  
 4 service providers, community organizations, and the public.

5 ~~12.2~~13.2 Maintain a log for identification and response to complaints. When  
 6 complaints cannot be resolved informally, a system of follow-through will be instituted which  
 7 adheres to formal plans for specific actions and strict time deadlines. Ideal responses to complaints  
 8 should occur within two (2) business days.

9 ~~12.3~~13.3 For Civil Rights complaints, CONTRACTOR shall refer to Subparagraph  
 10 ~~8.6.2~~9.4 of this Agreement.

11 ~~12.4~~13.4 Identify issues with potential legal implications, and review any such cases  
 12 with designated COUNTY staff prior to responding to the complaints.

13 ~~12.5~~13.5 Provide to COUNTY, in a form approved by ADMINISTRATOR,  
 14 information pertaining to complaints, including CONTRACTOR's response, as described in  
 15 Subparagraph ~~14.1~~13.1, within ten (10) business days of the complaint. CONTRACTOR shall  
 16 provide a summary of all complaints and/or negative comments as prescribed and in a format  
 17 approved by ADMINISTRATOR.

18 ~~13.~~ OUTSIDE CONTACTS

19 ~~CONTRACTOR shall:~~

20 ~~15.0 — Immediately inform ADMINISTRATOR upon receiving any inquiry from an~~  
 21 ~~elected official, their representative, participant advocate, or the press and immediately provide~~  
 22 ~~information in order to permit ADMINISTRATOR to respond.~~

23 ~~16.0 — Consult with ADMINISTRATOR prior to initiating contact with a participant~~  
 24 ~~advocate or the press.~~

25 ~~17.0 — Inform ADMINISTRATOR prior to initiating contact with an Orange County~~  
 26 ~~elected official or their representative.~~

27 ~~18.~~14. CONTRACTOR PERFORMANCE MONITORING

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1           ~~18.1~~14.1 CONTRACTOR's performance shall be monitored and reviewed by  
 2 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of  
 3 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in  
 4 providing the information necessary for performance monitoring. ADMINISTRATOR may use a  
 5 variety of inspection methods to evaluate CONTRACTOR's performance, including, but not be  
 6 limited to, the following:

7           ~~18.1.1~~14.1.1 ADMINISTRATOR will inspect CONTRACTOR cases and  
 8 applicable data reports to ensure compliance with the outcome objectives as described in  
 9 ~~Paragraph~~Subparagraph 8.3, of this Exhibit A;

10           ~~18.1.2~~14.1.2 Random sampling of program activities, including a review of case  
 11 files;

12           ~~18.1.3~~14.1.3 Activity checklists and random observations;

13           ~~18.1.4~~14.1.4 Inspection of output items on a periodic basis as deemed necessary;

14 and

15           ~~18.1.5~~14.1.5 Participant complaints and/or participant questionnaires.

16           ~~18.2~~14.2 If it is determined that the services were not performed in accordance with  
 17 this Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may  
 18 require a corrective action plan. CONTRACTOR shall, within the time period specified in any  
 19 such corrective action plan, remedy the performance defects.

20           ~~18.3~~14.3 CONTRACTOR shall cooperate with COUNTY in providing the  
 21 information necessary for performance monitoring and with authorized ~~State~~state or  
 22 ~~Federal~~federal representatives who may audit program services. Performance evaluation meetings  
 23 shall be conducted as deemed necessary by ADMINISTRATOR.

24 ~~19.15.~~ QUALITY CONTROL

25           ~~19.1~~15.1 Throughout the term of this Agreement, CONTRACTOR shall establish  
 26 and utilize a comprehensive Quality Control Plan (QCP);) in a format approved by  
 27 ADMINISTRATOR, to monitor the level of program service and quality. The QCP shall be

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

4 ~~19.1.1~~15.1.1 The method for ensuring the services, deliverables, and  
 5 requirements defined in this Agreement are being provided at or above the level of quality per this  
 6 Agreement;

7 ~~19.1.2~~15.1.2 The method for assuring that CONTRACTOR staff rendering  
 8 services under this Agreement have the necessary qualifications;

9 ~~19.1.3~~15.1.3 The method for identifying and preventing deficiencies in the  
 10 quality of service as defined by COUNTY policy;

11 ~~19.1.4~~15.1.4 The method for providing ADMINISTRATOR with a copy of  
 12 CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve  
 13 identified problems;

14 ~~19.1.5~~15.1.5 Items/areas to be inspected on either a scheduled or unscheduled  
 15 basis, how often inspections shall be accomplished, and the title of the individual(s) who shall  
 16 perform the inspections;

17 ~~19.1.6~~15.1.6 Specific methods for identifying and preventing deficiencies in the  
 18 quality of service performed, before the level of performance becomes unacceptable;

19 ~~19.1.7~~15.1.7 Maintenance of a file of all inspections conducted by  
 20 CONTRACTOR and, if necessary, the corrective action taken; and

21 ~~19.1.8~~15.1.8 Method for continuing services in the event of a man-made or  
 22 natural disaster.

23 ~~20.16.~~ BUSINESS CONTINUITY PLAN

24 ~~20.16.1~~ CONTRACTOR shall provide a written Business Continuity Plan (BCP)  
 25 that identifies how CONTRACTOR shall continue to provide services after a business interruption,  
 26 including but not limited to, a man-made or natural disaster. The BCP will include a Disaster  
 27 Preparedness and Response Plan and shall be submitted to COUNTY within thirty (30) days after

1 the commencement of this Agreement.

2 ~~20.2~~16.2 The Disaster Preparedness and Response Plan shall include, but not be  
3 limited to, the following:

4 ~~##~~

5 ~~20.2.2~~16.2.1 Evacuation protocols and procedures that include the  
6 CONTRACTOR's responsibility for the safety, relocation, and tracking of all Youth in  
7 CONTRACTOR's care during any disaster event.

8 ~~20.2.3~~16.2.2 Notification to be made to ADMINISTRATOR with regard to  
9 Youth's welfare, including the provision of on-site emergency contact information.

10 ~~20.2.4~~16.2.3 Provisions for maintaining court ordered services during a disaster.

11 ~~20.2.5~~16.2.4 Protection and recovery of Youth's records.

12 ~~20.2.6~~16.2.5 Provision of crisis-response services to Youth such as crisis  
13 counseling, medical needs, both through the provision of prescribed medications, or through the  
14 provision of emergency medical services.

15 ~~20.2.7~~16.2.6 Disaster response training for CONTRACTOR staff.

16 ~~21.17.~~ STAFF TRAINING

17 ~~21.1~~17.1 CONTRACTOR shall participate in training(s) that COUNTY determines  
18 to be mandatory, including, but not limited to, annual Child Abuse and Dependent/Elder Abuse  
19 Reporting trainings.

20 ~~21.2~~17.2 CONTRACTOR shall conduct subsequent training(s) for its staff, and shall:

21 ~~21.2.1~~17.2.1 Provide ongoing staff training and assistance to its staff to ensure  
22 that all assignments are effectively handled.

23 ~~21.2.2~~17.2.2 Develop a training program to educate its staff on the characteristics  
24 of the Youth placed in the THPP.

25 ~~21.2.3~~17.2.3 -Ensure that its staff will participate in trauma informed training and  
26 engage in trauma informed practice accordingly.

27 ~~21.2.4~~17.2.4 Ensure that its staff receives training in understanding cultural

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

3 ~~21.2.5~~ 17.2.5 Maintain a log of in-house training activities and participants in  
4 compliance with Title 22 Regulations. This log shall be made available to COUNTY upon request.

#### 5 22.18. STAFFING REQUIREMENTS

6 ~~22.1~~ 18.1 CONTRACTOR staff must meet the requirements set forth in Title 22  
7 Regulations.

8 ~~22.2~~ 18.2 All services must be linguistically and culturally responsive to the Youth  
9 served. Although English is the predominant language spoken, there are Youth whose primary  
10 language is not English (i.e.g., Spanish or Vietnamese).

11 ~~22.3~~ 18.3 All direct service staff shall speak, read, and write in English, with the  
12 ability to prepare clear, complete, concise written and verbal reports in English.

13 ~~22.4~~ 18.4 Bilingual Direct Service staff shall speak, read, and write the specified  
14 second language (i.e., Spanish or Vietnamese) in which services are to be delivered and shall be  
15 available to provide such services to the Youth.

16 ~~22.5~~ 18.5 Bilingual staffing ratios shall be maintained in accordance with the  
17 language needs of the target population.

18 ~~22.6~~ 18.6 All direct service staff shall:

19 ~~22.6.1~~ 18.6.1 Be proficient in the use of personal computers and Microsoft  
20 Windows (Word, Excel, and Outlook).

21 ~~22.6.2~~ 18.6.2 Be trained, knowledgeable, and experienced in the needs of the  
22 target population.

23 ~~22.6.3~~ 18.6.3 All staff residing or working in the THPP shall be employees of  
24 CONTRACTOR, and shall:

25 ~~22.6.4~~ 18.6.4 Maintain confidentiality;

26 ~~22.6.5~~ 18.6.5 Be available twenty-four (24) hours per day, seven (7) days per  
27 week, for crisis intervention and support with emergency telephone number(s) provided to each

1 Youth who may call for assistance~~;~~:

2 18.6.1 Submit fingerprints to, and receive clearance by, the Department of Justice  
3 for criminal background clearance check;

4 18.6.2 Receive clearance from a Child Abuse Clearance Index check;

5 ~~22.6.6~~18.6.3 Receive clearances from the public websites as described in  
6 Subparagraph ~~26.3~~27.5, with negative results;

7 ~~22.6.7~~18.6.4 Receive clearances from the Department of Justice and the Child  
8 Abuse Clearance Index as described in Subparagraph ~~26.4~~27.5, with negative results;

9 ~~22.6.8~~18.6.5 Provide a drug screen with proof of negative results;

10 ~~22.6.9~~18.6.6 Pass a physical examination;

11 ~~22.6.10~~18.6.7 -Complete a tuberculosis screening test with proof of negative  
12 results;

13 ~~22.6.11~~18.6.8 Possess Basic First Aid and Cardiopulmonary Resuscitation  
14 Certification (CPR); and

15 ~~22.6.12~~18.6.9 Possess a valid California State driver's license with acceptable  
16 driving record, as determined by CONTRACTOR's insurance carrier, and verified clearance from  
17 the California Department of Motor Vehicles.

18 ~~23.19.~~ 19. STAFF

19 ~~23.1~~19.1 CONTRACTOR shall employ the following described Administrative and  
20 Direct Service positions at the specified full-time equivalent (FTE):

21 — Administrative Position:

22 ~~23.2~~19.2 ~~THPP~~Residential Program Manager: 1.0 FTE

23 — Duties:

24 ~~23.2.1~~19.2.1 Direct the planning, implementation, and coordination of all policies  
25 and procedures of the THPP.

26 ~~23.2.2~~19.2.2 Monitor and ensure compliance with all Title 22, CCR standards.

27 ~~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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1 ~~23.2.15~~19.2.15 Establish and maintain collaborative relationships and partnerships  
2 with local community resource providers.

3 ~~23.2.16~~19.2.16 -Ensure the health, safety, and well-being of Youth.

4 ~~23.2.17~~19.2.17 -Maintain oversight of any visitors to the THPP housing units.

5 ~~23.2.18~~19.2.18 -Direct and facilitate the correction of deficiencies and quality  
6 improvement efforts.

7 ~~23.2.19~~19.2.19 Maintain oversight of After-Care Support resources.

8 ~~23.2.20~~19.2.20 Provide ongoing and timely communication with the COUNTY.

9 ~~23.2.21~~19.2.21 Identify, locate, and coordinate all functions of leased or owned  
10 housing unit properties and furnishing of housing units.

11 ~~23.2.22~~19.2.22 -Manage CONTRACTOR's relationship with property managers.

12 ~~23.2.23~~19.2.23 -Facilitate property maintenance requests.

13 ~~23.2.24~~19.2.24 -Inspect housing units ~~for~~at the time of move-in; and move-out ~~and~~;  
14 conduct monthly maintenance ~~check~~checks for safety and/or damages; and coordinate emergency  
15 ~~maintenance and~~ repairs in accordance with tenant's rights.

16 ~~23.2.25~~19.2.25 Be available twenty-four (24) hours per day, seven (7) days per  
17 week, to provide direction and assist in handling crisis and emergency situations.

18 —Minimum Qualifications:

19 ~~23.2.26~~19.2.26 Master's Degree from an accredited college/university in Human  
20 Services, Behavioral Science, Psychology, or related field.

21 ~~23.2.27~~19.2.27 Four (4) years of experience in a residential child care setting,  
22 including case management duties related to the target population.

23 ~~23.2.28~~19.2.28 Excellent written and oral communication skills, organizational,  
24 management, and leadership skills.

25 ##

26 —Direct ~~Service~~Services Positions:

27 ~~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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1 violations.

2 ~~23.3.14~~19.3.14 Interface with community resource providers, school personnel, and  
3 treatment providers.

4 ~~23.3.15~~1.1.1 ~~Facilitate and coordinate discharge planning and placements in~~  
5 ~~collaboration with CONTRACTOR staff and COUNTY.~~

6 ~~23.3.16~~ ~~Coordinate and maintain contact with local community resource~~  
7 ~~providers to meet the needs of the Youth.~~

8 ~~23.3.17~~19.3.15 Provide keys to Youth on move-in day and conduct housing unit  
9 inspections.

10 ~~23.3.18~~19.3.16 Collect monthly rent from Youth.

11 ~~23.3.19~~19.3.17 Report the need for repairs and/or replacement of items in the  
12 Youth's housing units ~~to THPP Program Manager.~~

13 ~~23.3.20~~19.3.18 Ensure appropriate usage of certified behavioral crisis prevention,  
14 crisis management, and crisis intervention program compliance.

15 ~~23.3.21~~19.3.19 Notify appropriate CONTRACTOR staff and/or COUNTY as  
16 required, of any unusual incidents or emergency situations.

17 ~~23.3.22~~ ~~Provide consistent, ongoing and timely communication with~~  
18 ~~ADMINISTRATOR.~~

19 ~~23.3.23~~19.3.20 Ensure the health, safety, and well-being of Youth.

20 ~~23.3.24~~19.3.21 Be available twenty-four (24) hours per day, seven (7) days per  
21 week, to provide direction and assist in handling crises and emergency situations.

22 ~~Minimum Qualifications:~~

23 ~~23.3.26~~ ~~Master's Degree from an accredited college/university in Social Work,~~  
24 ~~Human Services, Behavioral Sciences, Psychology or related field.~~

25 ~~23.3.27~~ ~~Two (2) years of experience in a residential child care setting, including~~  
26 ~~case management duties related to the target population.~~

27 ~~23.3.28~~1.1.1 ~~Excellent written and oral communication skills.~~

~~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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~~23.519.4~~ Licensed Clinical Director: Case Manager: 1.0.5 FTE

~~Duties:~~

1 ~~23.5.1~~19.4.1 Provide ~~oversight of~~ individual counseling, group sessions/classes,  
2 crisis intervention, and crisis management counseling, family/caregiver engagement strategies,  
3 and termination/transition support counseling.

4 ~~23.5.2~~19.4.2 Coordinate and provide Youth interviews and intake screenings,  
5 assess individual treatment needs, and provide consultation to CONTRACTOR staff.

6 ~~23.5.3~~19.4.3 Collaborate with and assist ~~THPP~~Residential Program Manager  
7 with facilitating and monitoring placement referrals from COUNTY.

8 ~~23.5.4~~19.4.4 Coordinate treatment plans and provide ongoing communication  
9 and collaboration with ~~ADMINISTRATOR~~COUNTY for treatment services.

10 ~~23.5.5~~19.4.5 Serve as the primary liaison to coordinate and provide referrals to  
11 HCA Behavioral Health Services in accordance with HCA referral protocol, for behavioral, mental  
12 health, psychiatric, alcohol and drug, and medication services. Provide follow-up and  
13 collaboration with HCA for ongoing services, and medication needs of the Youth.

14 ~~23.5.6~~19.4.6 Provide timely written documentation and reports, as required, for  
15 all services provided.

16 19.4.7 Coordinate and maintain contact with local community resource providers  
17 to meet the needs of the Youth.

18 19.4.8 Facilitate and coordinate discharge planning and placements in  
19 collaboration with CONTRACTOR staff and COUNTY.

20 19.4.9 Authorize and monitor family member/caregiver contact with Youth.

21 19.4.10 Provide consistent, ongoing, and timely communication with COUNTY.

22 ~~23.5.7~~19.4.11 Ensure the health, safety, and well-being of Youth.

23 ~~23.5.8~~19.4.12 -Provide support and training to direct service staff on various  
24 topics, such as de-escalating behavioral situations, and modeling responsible, positive, and  
25 respectful behaviors towards the Youth.

26 ~~23.5.9~~19.4.13 -Testify in Orange County Juvenile Court if required.

27 Minimum Qualifications:

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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.

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

3 ~~23.8.9~~ ~~— Maintain confidentiality.~~

4 19.6.4 ~~CONTRACTOR shall~~ Provide face-to-face contact with Youth, a minimum  
 5 of two (2) times per month.

6 19.6.5 Provide a minimum of weekly written or verbal contact with Youth.

7 19.6.6 Provide guidance and support for interpersonal and social skills and  
 8 increase Youth's awareness of resources available in and around their community.

9 Minimum Qualifications:

10 19.6.7 One (1) year of experience working with transitional aged foster care youth.  
 11 Provision of two (2) references cleared and approved by CONTRACTOR is required.

12 ~~23.8.10~~ 19.6.8 CONTRACTOR will facilitate and ensure the following  
 13 qualifications are met for each Emancipation Mentor Volunteer prior to any contact with Youth:

14 19.6.8.1 Submit fingerprints to, and receive clearance by the Department  
 15 of Justice for, criminal background clearance check;

16 19.6.8.2 Complete a tuberculosis screening test with proof of negative  
 17 results;

18 ~~23.8.11~~ 19.6.9 Receive clearances from the public websites as described in  
 19 Subparagraph ~~26.3~~27.4, with negative results.

20 ~~23.8.12~~ 19.6.10 Receive clearances from the Department of Justice and the Child  
 21 Abuse Clearance Index as described in Subparagraph ~~26.4~~27.5, with negative results;

22 ~~23.8.13~~ 19.6.11 Complete a tuberculosis screening test with proof of negative  
 23 results;

24 ~~23.8.14~~ 19.6.12 Possession of Basic First Aid and Cardiopulmonary Resuscitation  
 25 Certification ~~is preferred~~; and

26 ~~23.8.15~~ 19.6.13 Possess a valid California State driver's license with acceptable  
 27 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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