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1. TERM

The term of this Agreement shall commence on \_\_\_\_\_, and terminate on June 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph 36 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.

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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.

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

4. DESCRIPTION OF SERVICES, STAFFING

4.1 CONTRACTOR agrees to provide those services and facilities, as described in the Exhibit "A" to the Agreement between County of Orange and \_\_\_\_\_, for the Provision of Emergency Shelter Home Services,

1 attached hereto and incorporated herein by reference. CONTRACTOR shall  
2 operate continuously throughout the term of this Agreement as required for  
3 provision of services hereunder.

4 4.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall attend an  
5 orientation session and subsequent training sessions given by COUNTY.

6 5. DEFINITIONS

7 5.1 "Agency" refers to the Social Services Agency.

8 5.2 "ASW" refers to child's Assigned Social Worker.

9 5.3 "CFS" refers to Children and Family Services Division of the  
10 Social Services Agency.

11 5.4 "CFT" refers to the Child and Family Team.

12 5.5 "ESH" refers to Emergency Shelter Home Services.

13 5.6 "ESH Coordinator" refers to the Senior Social Services Supervisor  
14 or designee in CFS Resource Family Approval Program responsible for the  
15 Emergency Shelter Home Services (ESH) Program.

16 5.7 "MANAGER" refers to the Administrative/Program Manager of the  
17 Resource Family Approval Program, or designee(s).

18 5.8 "Quality Parenting Initiative (QPI)" refers to the recruitment  
19 and retraining of high-quality caregivers to provide excellent care to  
20 children in the welfare system and establishes clear expectations of the role  
21 and responsibilities of the resource parent.

22 5.9 "LPA SW" refers to Licensing Placement Analyst Social Worker.

23 5.10 "RFA" refers to Resource Family Approval Program.

24 5.11 "RFA SW" refers to Resource Family Approval Social Worker.

25 5.12 "Substitute Care Provider and/or Alternative Caregiver" refers  
26 to an adult selected by a caregiver to provide care on an occasional basis,  
27 as specified in Title 22, Division 6, Chapter 9.5/Resource Family Approval  
28 Program Written Directives.

1           5.13 "TDM" refers to Team Decision Making.

2           6.    LICENSES AND STANDARDS

3           6.1   CONTRACTOR warrants that he/she has all necessary licenses and  
4 permits required by the laws of the United States, State of California,  
5 County of Orange and all other appropriate governmental agencies to perform  
6 the services described in this Agreement, and agrees to maintain these  
7 licenses and permits in effect for the duration of this Agreement.

8           6.2   CONTRACTOR agrees, pursuant to Welfare and Institutions Code  
9 (WIC) Section 206, that any child taken into custody solely upon the grounds  
10 that he/she is a person described in WIC Section 300, shall not be brought  
11 into direct contact or personal association with any person taken into  
12 custody on the grounds that he/she is a person described by WIC Sections 601  
13 or 602, as any of these Sections may now exist or hereafter be amended.

14          7.    DELEGATION AND ASSIGNMENT

15          CONTRACTOR shall neither delegate its duties or obligations nor assign  
16 its rights with respect to this Agreement, either in whole or in part. Any  
17 such attempted delegation or assignment shall be void.

18          8.    NON-DISCRIMINATION

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

28          ///

1           9.    NOTICES

2           9.1   All notices, requests, claims, correspondence, reports,  
3 statements authorized or required by this Agreement, and/or other  
4 communications shall be addressed as follows:

5           COUNTY:           County of Orange Social Services Agency  
6                               Contract Services - ESH Contract Administrator  
7                               500 N. State College Blvd, Suite #100  
8                               Orange, CA 92868

9                               and

10                              Administrative/Program Manager  
11                              Resource Family Approval Program  
12                              800 N. Eckhoff  
13                              Orange, CA 92868

14           CONTRACTOR:

15  
16           9.2   All notices shall be deemed effective when in writing and  
17 deposited in the United States mail, first class, postage prepaid and  
18 addressed as above. Any notices, claims, correspondence, reports and/or  
19 statements authorized or required by this Agreement addressed in any other  
20 fashion shall be deemed not given. The Parties each may designate by written  
21 notice from time to time, in the manner aforesaid, any change in the address  
22 to which notices must be sent.

23           10.   NOTICE OF DELAYS

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

11. INDEMNIFICATION

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

12. INSURANCE

12.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with ADMINISTRATOR Certificates of Insurance or Policy Declarations, required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.

12.2 CONTRACTOR shall provide Comprehensive Automobile Liability Insurance with minimum coverage of \$15,000/\$30,000/\$5,000, as well as homeowner's or renter's insurance. Certificates of Insurance or Policy Declarations evidencing the coverage required by this paragraph shall be filed with the County of Orange, Social Services Agency/Contract Services 500 N. State College Blvd., Orange, CA 92868.

13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

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

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

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

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

14. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY.

15. BREACH SANCTIONS

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

///



1           15.1 Afford CONTRACTOR a time period within which to cure the breach,  
2 which period shall be established at the sole discretion of ADMINISTRATOR;  
3 and/or

4           15.2 Discontinue reimbursement to CONTRACTOR for and during the period  
5 in which CONTRACTOR is in breach, which reimbursement shall not be entitled  
6 to later recovery; and/or

7           15.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
8 COUNTY those monies disallowed pursuant to Subparagraph 15.2 above.

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

12       16. OVERPAYMENTS

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

27       17. OUTSTANDING DEBT

28           CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall

1 be in the process of resolving outstanding debt to ADMINISTRATOR's  
2 satisfaction, prior to entering into and during the term of this Agreement.

3 18. COMPENSATION

4 18.1 COUNTY agrees to pay CONTRACTOR, monthly in arrears, for services  
5 rendered to individual children at the following rates or at such other rates  
6 as may be adopted by COUNTY pursuant to the authority of the State of  
7 California specified Level of Care 1 rate plus 20%. The daily rate shall be  
8 paid when an individual child occupies a bed for less than a full calendar  
9 month. The daily rate is calculated by multiplying the monthly rate times  
10 twelve (12) months and dividing by three hundred sixty-five (365) days. The  
11 monthly rate shall be paid when an individual child occupies a bed for a full  
12 calendar month.

13 18.1.1 CONTRACTORS are paid a higher rate than long-term  
14 resource families for reasons that include: the stress of more frequent  
15 placements and removals; provide care and supervision for children whose  
16 personal, family, and legal circumstances are unsettled and whose needs and  
17 behaviors are unknown; coordinate with multiple social workers and service  
18 providers as the child(ren)'s needs are identified; the need to provide more  
19 frequent and flexible times for visitation with parents and other family  
20 members; the expectation that CONTRACTORS be readily available to SSA;  
21 provide ongoing observation and assessment information regarding the children  
22 and their families; and, establish immediate connections with medical and  
23 dental providers and coordinate with Medi-Cal to ensure medical coverage.

24 18.2 ADMINISTRATOR may change rates herein above stated where such  
25 changes are adopted by and pursuant to the authority of the State of  
26 California. Payment should be released by COUNTY approximately twenty-eight  
27 (28) days after receipt from CONTRACTOR of a correctly completed billing and  
28 any required supporting documentation. CONTRACTOR shall bill COUNTY in a

1 fashion specified by ADMINISTRATOR. If COUNTY changes the rates.  
2 ADMINISTRATOR shall notify CONTRACTOR of the rate changes. For purposes of  
3 payments pursuant to this Paragraph, CONTRACTOR shall be entitled to a full  
4 day of payment for any child placed at any time during the twenty-four (24)  
5 hour period after midnight.

6 18.3 ADMINISTRATOR may authorize reimbursement to CONTRACTOR for  
7 incidental expenses related to the performance of this Agreement upon  
8 CONTRACTOR's submission of a signed and dated receipt and/or statement of  
9 expenditure for the following:

10 18.3.1 Medical expenses when child not eligible for Medi-Cal.

11 18.3.2 Mileage expenses incurred while participation in  
12 specific activities related to role as ESH CONTRACTOR. Other special  
13 circumstances are all subject to the prior approval of MANAGER.

14 18.4 COUNTY may authorize payment to CONTRACTOR for transporting  
15 children to their school of origin if required to do so by State or COUNTY  
16 mandate.

17 19. RECORDS, INSPECTIONS AND AUDITS

18 19.1 Financial Records:

19 19.1.1 CONTRACTOR shall upon ADMINISTRATORS request provide  
20 pertinent financial records related to the care of the child(ren) placed upon  
21 this agreement.

22 19.1.2 Financial records shall be retained by CONTRACTOR for a  
23 minimum of five (5) years from the date of final payment under this  
24 Agreement.

25 19.2 Client Records:

26 19.2.1 CONTRACTOR shall maintain accurate and complete records  
27 of clients served and dates and type of services provided under the terms of  
28 this Agreement in a form acceptable to ADMINISTRATOR.

1           19.2.2 CONTRACTOR shall keep all COUNTY data provided to  
2 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)  
3 years.

4           19.3 Public Records:

5           To the extent permissible under the law, all records, including  
6 but not limited to, reports, audits, notices, claims, statements and  
7 correspondence, required by this Agreement may be subject to public  
8 disclosure. COUNTY will not be liable for any such disclosure.

9           19.4 Inspections:

10           COUNTY OF ORANGE or any of their authorized representatives,  
11 shall have access to any books, documents, papers and records, including  
12 medical records, of CONTRACTOR which any of them may determine to be  
13 pertinent to this Agreement for the purpose of monitoring. Further, the  
14 above mentioned persons have the right at all reasonable times to inspect or  
15 otherwise evaluate the work performed or being performed under this Agreement  
16 and the premises in which it is being performed.

17           20. PERSONNEL DISCLOSURE

18           CONTRACTOR shall meet the requirements of applicant qualification  
19 including at a minimum all required background checks as listed in the  
20 Resource Family Approval Written Directives.

21           21. FACILITY

22           21.1 CONTRACTOR shall provide \_\_\_\_ ( ) beds for emergency shelter  
23 care placements. CONTRACTOR and ADMINISTRATOR may mutually agree to increase  
24 or decrease the number of beds to be provided, not to exceed a maximum of six  
25 (6) beds.

26           21.2 Shelter Care Services are to be provided at any locations which  
27 are approved in writing, by ADMINISTRATOR. As used in this Agreement,

28           ///

1 "Shelter Care" means furnishing of board, lodging, and supervision of  
2 children placed in CONTRACTOR's facility upon authorization of MANAGER.

3 22. EMPLOYMENT ELIGIBILITY VERIFICATION

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

21 23. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

22 23.1 In order to comply with child support enforcement requirements of  
23 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
24 of the award of this Agreement:

- 25 (a) in the case of an individual contractor, his/her name, date of  
26 birth, Social Security number and residence address;
- 27 (b) in the case of a contractor doing business in a form other than  
28 as an individual, the name, date of birth, Social Security number

1 and residence address of each individual who owns an interest of  
2 ten percent (10%) or more in the contracting entity;

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

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

9 23.2 The failure of CONTRACTOR to timely submit the data or  
10 certifications required by subsections (a), (b), (c), or (d), or to comply  
11 with all Federal and State employee reporting requirements for child support  
12 enforcement or to comply with all lawfully served Wage and Earnings  
13 Assignment Orders and Notices of Assignment shall constitute a material  
14 breach of this Agreement, and failure to cure such breach within sixty (60)  
15 calendar days of notice from COUNTY shall constitute grounds for termination  
16 of this Agreement.

17 23.3 It is expressly understood that this data will be transmitted to  
18 governmental agencies charged with the establishment and enforcement of child  
19 support orders, and for no other purpose.

20 24. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

21 24.1 Effective January 1, 2001, COUNTY is required to file Federal  
22 Form 1099-Misc for services received from a "service provider" to whom COUNTY  
23 pays \$600 or more or with whom COUNTY enters into a contract for \$600 or more  
24 within a single calendar year. The purpose of this reporting requirement is  
25 to increase child support collection by helping to locate parents who are  
26 delinquent in their child support obligations.

27 24.2 The term "service provider" is defined in California Unemployment  
28 Insurance Code Section 1088.8, Subparagraph (b)(2) as, "An individual who is

1 not an employee of the service recipient for California purposes and who  
2 received compensation or executes a contract for services performed for that  
3 service recipient within or without the state.” The term is further defined  
4 by the California Employment Development Department to refer specifically to  
5 independent contractors. An independent contractor is defined as, “An  
6 individual who is not an employee of the ... government entity for California  
7 purposes and who receives compensation or executes a contract for services  
8 performed for that ... government entity either in or outside of California.”

9 24.3 The reporting requirement does not apply to corporations, general  
10 partnerships, limited liability partnerships and limited liability companies.

11 24.4 Additional information on this reporting requirement can be found  
12 at the California Employment Development Department web site located at  
13 [www.edd.ca.gov/Payroll Taxes/FAQ - California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm).

14 To comply with the reporting requirements, COUNTY procedures for contracting  
15 with independent contractors mandate that the following information be  
16 completed and forwarded to ADMINISTRATOR immediately upon request:

- 17 (a) First name, middle initial and last name  
18 (b) Social Security Number  
19 (c) Address  
20 (d) Start and expiration dates of contract  
21 (e) Amount of contract

22 24.5 The failure of CONTRACTOR to timely submit the requested data  
23 shall constitute a material breach and grounds for termination of this  
24 Agreement.

25 25. CHILD ABUSE REPORTING

26 CONTRACTOR acknowledges that he or she knows of the reporting  
27 requirements as defined in Penal Code Section 11165.9, 11166 and 11166.05  
28 (Child Abuse and Neglect Reporting Act - Report; duty; time) and will comply

1 with the provisions of these code sections as they now exist or as they may  
2 hereafter be amended.

3 26. CONFIDENTIALITY

4 26.1 CONTRACTOR agrees to maintain the confidentiality of its records  
5 and/or information, including billings, concerning any child placed under  
6 this Agreement in accordance with applicable law, including, without  
7 limitation pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP,  
8 Division 19-000, and all other provisions of law, and regulations promulgated  
9 thereunder relating to privacy and confidentiality, as each may now exist or  
10 be hereafter amended.

11 26.2 CONTRACTOR agrees to maintain the confidentiality of its records  
12 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
13 all applicable statutes, case law, and Orange County Juvenile Court Policy  
14 regarding Confidentiality, as it now exists or may hereafter be amended.

15 26.2.1 No access, disclosure or release of information  
16 regarding a child who is the subject of Juvenile Court proceedings shall be  
17 permitted except as authorized. If authorization is in doubt, no such  
18 information shall be released without the written approval of a Judge of the  
19 Juvenile Court.

20 26.2.2 CONTRACTOR must receive prior written approval of the  
21 Juvenile Court before allowing any child to be interviewed, photographed or  
22 recorded by any publication or organization or to appear on any radio,  
23 television, social media or internet broadcast or make any other public  
24 appearance. Such approval shall be requested through child's Social Worker.

25 27. SECURITY

26 27.1 CONTRACTOR shall immediately notify COUNTY of any and all  
27 unauthorized disclosures of COUNTY data of which CONTRACTOR is aware or has  
28 knowledge. After such notification, CONTRACTOR shall, at its own expense:



1           27.1.1 Investigate to determine the nature and extent of the  
2 unauthorized disclosure.

3           27.1.2 Contain the incident by, among things, attempting to  
4 recover records, revoking access and/or correcting weaknesses in security.  
5 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred  
6 by COUNTY arising out of or in connection with the unauthorized disclosure as  
7 legally required.

8           27.2 For services provided under this Agreement, CONTRACTOR shall  
9 ensure that all confidential information must be held in the strictest  
10 confidence, can only be accessed by those with a need to know and is  
11 protected to prevent unauthorized or inadvertent access. Confidential  
12 electronic information must be stored in an encrypted format. Confidential  
13 information stored in a paper format must be transported, handled, secured  
14 and destroyed in a manner to prevent unauthorized access.

15 28. WAIVER

16           No delay or omission by either party hereto to exercise any right or  
17 power accruing upon any noncompliance or default by the other party with  
18 respect to any of the terms of this Agreement shall impair any such right or  
19 power or be construed to be a waiver thereof. A waiver by either of the  
20 parties hereto of any of the covenants, conditions, or agreements to be  
21 performed by the other shall not be construed to be a waiver of any  
22 succeeding breach thereof or of any other covenant, condition or agreement  
23 herein contained.

24 29. PUBLICITY

25           CONTRACTOR shall:

26           29.1 Immediately inform ADMINISTRATOR of any inquiry from an elected  
27 official, their representative, child advocate, or the press, and immediately  
28 provide information in order for ADMINISTRATOR to respond.

1           29.2 Consult with ADMINISTRATOR prior to initiating contact with a  
2 child advocate or the press.

3           29.3 Inform ADMINISTRATOR prior to initiating contact with an elected  
4 official or their representative.

5           30. REFERRALS

6           CONTRACTOR shall provide services to individuals referred by  
7 ADMINISTRATOR and accepted by CONTRACTOR as described in Exhibit A.

8           31. COUNTY RESPONSIBILITIES

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

12           32. REPORTS

13           32.1 CONTRACTOR shall provide information deemed necessary by  
14 ADMINISTRATOR to complete any State-required reports related to the services  
15 provided under this Agreement.

16           32.2 CONTRACTOR shall maintain records and submit reports containing  
17 such data and information regarding the performance of CONTRACTOR's services,  
18 costs or other data relating to this Agreement, as may be requested by  
19 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
20 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

21           33. POLITICAL ACTIVITY

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

25           34. SMOKE FREE ENVIRONMENT

26           34.1 CONTRACTOR shall be in compliance with Health and Safety (H&S)  
27 Code Sections 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5,

28           ///

1 Article 3, Section 89374(a)(1), which precludes anyone from smoking inside a  
2 motor vehicle.

3 34.2 H&S Code Section 1530.7 extends the health and safety protection  
4 specifically to transitional housing placement providers by providing that  
5 persons who are approved, licensed, or certified to provide residential care  
6 in a an approved, licensed, or certified family home shall not smoke or  
7 permit any other person to smoke inside the facility, or on the outdoor  
8 grounds when the foster youth is present.

9 34.3 CONTRACTOR shall further ensure that no person(s) smoke in the  
10 home whether or not a child is present.

11 35. UNATTENDED CHILD IN MOTOR VEHICLE ACT "KAITLYN'S LAW"

12 CONTRACTOR shall be in compliance with Health and Safety (H&S) Code  
13 Section 15620, which prohibits a parent, or legal guardian, responsible for a  
14 child who is six (6) years of age or younger, may not leave that child inside  
15 a motor vehicle without supervision by a person twelve (12) years of age or  
16 older, if the health and safety of the child is at risk, the engine is  
17 running or the key is in the ignition.

18 36. TERMINATION PROVISIONS

19 36.1 ADMINISTRATOR may terminate this Agreement without penalty  
20 immediately with cause or after thirty (30) days written notice without  
21 cause, unless otherwise specified. Notice shall be deemed served on the date  
22 of mailing. Cause shall include but not be limited to any breach of contract,  
23 any partial misrepresentation whether negligent or willful, on the part of  
24 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's  
25 reasonable control, and repeated or continued violations of COUNTY ordinances  
26 unrelated to performance under this Agreement that in the reasonable opinion  
27 of COUNTY indicate a willful or reckless disregard for COUNTY laws and  
28 regulations. Exercise by ADMINISTRATOR of the right to terminate this

1 Agreement shall relieve COUNTY of all further obligations under this  
2 Agreement.

3 36.2 For ninety (90) calendar days prior to the expiration date of  
4 this Agreement, or upon notice of termination of this Agreement (“Transition  
5 Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly  
6 transfer of service responsibilities, active case records, and pertinent  
7 documents. The Transition Period may be modified as agreed upon in writing  
8 by the Parties. During the Transition Period, service and data access shall  
9 continue to be made available to COUNTY without alteration. CONTRACTOR also  
10 shall assist COUNTY in extracting and/or transitioning all data in the format  
11 determined by COUNTY.

12 36.3 In the event of termination of this Agreement, cessation of  
13 business by CONTRACTOR or any other event preventing CONTRACTOR from  
14 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data  
15 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if  
16 requested to do so on such media as reasonably requested by COUNTY, even if  
17 COUNTY is then or is alleged to be in breach of this Agreement.

18 36.4 The obligations of COUNTY under this Agreement are contingent  
19 upon the availability of Federal and/or State funds, as applicable, for the  
20 reimbursement of CONTRACTOR’s expenditures, and inclusion of sufficient funds  
21 for the services hereunder in the budget approved by the Orange County Board  
22 of Supervisors each fiscal year this Agreement remains in effect or  
23 operation. In the event that such funding is terminated or reduced,  
24 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s  
25 maximum obligation, or modify this Agreement, without penalty. The decision  
26 of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide  
27 CONTRACTOR with written notification of such determination. CONTRACTOR shall  
28 immediately comply with ADMINISTRATOR’s decision.

1           36.5 If any term, covenant, condition, or provision of this Agreement  
2 or the application thereof is held invalid, void, or enforceable, the  
3 remainder of the provisions in this Agreement shall no way be affected,  
4 impaired, or invalidated thereby.

5           37. GOVERNING LAW AND VENUE

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

16           38. SIGNATURE IN COUNTERPARTS

17           38.1 The parties agree that separate copies of this Agreement may be  
18 signed by each of the parties, and this Agreement will have the same force  
19 and effect as if the original had been signed by all the parties.

20           38.2 CONTRACTOR represents and warrants that the person executing this  
21 Agreement on behalf of and for CONTRACTOR is an authorized agent who has  
22 actual authority to bind CONTRACTOR to each and every term, condition and  
23 obligation of this Agreement and that all requirements of CONTRACTOR have  
24 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: \_\_\_\_\_  
DIRECTOR  
COUNTY OF ORANGE  
SOCIAL SERVICES AGENCY

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

By: \_\_\_\_\_

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: Annie Ho  
DEPUTY

Dated: 3/23/17

EXHIBIT A  
TO  
AGREEMENT  
FOR THE PROVISION OF  
EMERGENCY SHELTER HOME SERVICES  
FY 2017-2020

1. BACKGROUND

SSA established the ESH program as an extension of or alternative to Orangewood Children and Family Center (OCFC) to house children requiring immediate protective custody, and contracts with selected licensed foster families and approved resource families (CONTRACTORS) for this purpose.

2. CONTRACTOR SERVICES AND RESPONSIBILITIES:

Contractor shall:

2.1 Provide for the room, board, and care of the child placed with Contractor by Administrator.

2.2 Be available to accept placement of children referred under this Agreement on a twenty-four (24) hour basis, seven (7) days per week.

2.3 Obtain routine healthcare services from a Medi-Cal provider for children placed in CONTRACTOR's facility and shall transport children to all medical appointments. In the event of an emergency, CONTRACTOR is authorized to consult a licensed medical doctor of his/her own choosing who will accept Medi-Cal, and shall notify the ESH Coordinator and child's ASW immediately of said emergency.

2.4 Contractor shall maintain an available phone line to receive Administrator referrals. Administrator may leave a placement request on the Contractor's voicemail/text message and Contractor must accept the referral within the time specified on the voicemail/text message.

1           2.5 Abide by all orders of the Juvenile Court concerning children  
2 placed in its home by ADMINISTRATOR.

3           2.6 Notify the ESH Coordinator, LPA SW, the RFA SW, or other  
4 designated staff promptly of any change in circumstances of CONTRACTOR or the  
5 home that impacts suitability or availability of the home for placement of  
6 children.

7           2.7 CONTRACTOR acknowledges reporting requirements set forth in the  
8 CDSS Resource Family Approval Written Directives, and shall comply with all  
9 requirements involving any child placed pursuant to this Agreement.  
10 CONTRACTOR shall notify ESH Coordinator, child's ASW, the LPA SW, and the RFA  
11 SW, by telephone, email or fax within twenty-four (24) hours or within the  
12 next business day after an emergency event occurs as defined by the CDSS  
13 Resource Family Approval Written Directives. CONTRACTOR shall follow up with  
14 a written report.

15           2.8 Support SSA in its efforts toward accomplishing the goals and  
16 objectives of the Continuum of Care Reform including but not limited to: the  
17 Family-to-Family Initiative; Quality Parenting Initiative; CFT meetings, TDM  
18 meetings; Icebreakers, and meetings with the child(ren) ASW to discuss the  
19 adjustment and wellbeing of child(ren) placed with CONTRACTOR.

20           2.8.1 TDM incorporates a strength-based, consensus-driven,  
21 respectful process that models directness and honesty regarding risks and  
22 concerns involving placement decisions. Through the involvement of families  
23 and communities, TDM promotes the value that families are experts about  
24 themselves, and communities are experts about community resources. TDM  
25 sessions may require up to two (2) hours per session.

26           2.8.2 The formation and utilization of CFTs recognize that a  
27 team approach to case planning and care delivery is critical to effectively  
28 care for all children and youth in foster care. CFTs, consisting of the



1 child(ren), their family and supports, and the professionals, provide ongoing  
2 input for decision making. The CFT will periodically meet at decision points  
3 for families.

4 2.8.3 Icebreakers are informal, child-focused meetings held  
5 between the birth parents, caregivers and ASW, or RFA SW when a child is  
6 placed in out-of-home care to facilitate the sharing of information and team  
7 building between the child's parents and caregivers. The ASW/RFA SW is  
8 responsible for preparing participants prior to the meeting. The structure of  
9 Icebreakers may vary from situation to situation and generally last from  
10 thirty (30) to sixty (60) minutes.

11 2.9 Transport child to their school of origin if required to do so by  
12 State or COUNTY mandate or court order.

13 2.10 Have the right to refuse to accept or to request removal of any  
14 child who, in the opinion of CONTRACTOR, may cause injury or peril to others.  
15 Requests for removal shall be made by CONTRACTOR to child's ASW and the ESH  
16 Coordinator.

17 2.11 Provide child's ASW and the ESH Coordinator prior verbal notice of  
18 at least seven (7) days if removal of a child is requested in non-emergent  
19 situations, and shall attend a TDM or CFT meeting.

20 2.12 Ensure that the personal rights as specified in WIC 16001.9 of all  
21 children placed in CONTRACTOR's facility pursuant to this Agreement are  
22 protected. These rights are subject to limitations inherent in CONTRACTOR's  
23 responsibility to ensure the child(ren)'s safety, safety of others, and  
24 CONTRACTOR's role as parent.

25 2.13 Supervise children placed in CONTRACTOR's facility pursuant to  
26 this Agreement at all times, or arrange for an approved substitute care  
27 provider or approved alternative caregiver to provide such supervision. At no

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1 time shall such child(ren)'s be left unattended, unless approved by child's  
2 ASW.

3 2.13.1 CONTRACTOR's approved substitute care provider(s) or  
4 approved alternative caregiver(s) must be available to provide shelter care  
5 services in CONTRACTOR's absence, except in emergency situations.

6 2.13.2 CONTRACTOR shall provide the LPA SW or the RFA SW, a list  
7 of substitute care providers or alternative caregivers, including their names,  
8 addresses, and telephone numbers, for approval.

9 2.13.3 CONTRACTOR shall obtain approval from the ADMINISTRATOR  
10 for all alternative caregivers. Such approval shall include, but not be  
11 limited to, criminal record checks and child abuse registry clearances or as  
12 required by CDSS RFA Written Directives.

13 2.14 Compile an itemized inventory list of cash resources, personal  
14 property, and valuables for each child, to be maintained on an ongoing basis,  
15 in accordance with Title 22, California Code of Regulations Section 89226 and  
16 the Resource Family Approval Program Written Directives. When the child  
17 leaves the home, CONTRACTOR shall surrender cash resources, personal property,  
18 and valuables that belong to the child, including a completed inventory list  
19 of those items.

20 2.15 CONTRACTOR shall not release children to any person except an  
21 ADMINISTRATOR approved representative or a person authorized by order of the  
22 Juvenile Court. CONTRACTOR agrees that ADMINISTRATOR may remove, at any time,  
23 any child placed pursuant to this Agreement.

24 3. VISITATION POLICY

25 3.1 Family Visitation in the Emergency Shelter Home (ESH) Program

26 Family visits are essential to achieving reunification and are  
27 expected. CONTRACTOR's role is to encourage, cooperate with, and facilitate  
28 visitation, to be flexible, and to act as mentor and source of support or

1 parent(s)/guardian(s), siblings, and other family members authorized to visit  
2 by the child's ASW. Contractor shall also be protective of the child in its  
3 care.

4 3.2 Location of the Visits

5 3.2.1 Because initial information regarding parent(s)/  
6 guardian(s) may be limited, initial visits with the parent(s)/guardian(s) may  
7 take place at a designated COUNTY facility, visitation center, or other secure  
8 meeting environment that can provide reasonable protection for all  
9 participants in the visit as deemed appropriate by the ADMINISTRATOR.

10 3.2.2 Visitation with siblings not placed in the ESH may be  
11 conducted in a location that best facilitates the visit as deemed appropriate  
12 by the ADMINISTRATOR or by Court Order.

13 3.3 Transportation to the Visits

14 CONTRACTOR is responsible for transporting the child to visits  
15 taking place at locations other than the ESH.

16 3.4 Frequency/Conditions of the Visit

17 3.4.1 Upon placement of a new child in the home, CONTRACTOR  
18 will be notified regarding: approved visitors, expected frequency and length  
19 of visits, whether visits are to be supervised or monitored, and other  
20 critical visitation information. Visitation and approved visitors shall be  
21 determined by the child's ASW or by order of the Court.

22 3.4.2 CONTRACTOR shall comply with SSA's policies regarding  
23 visitation for children in protective custody and abide by visitation ordered  
24 by the court or authorized by the ASW.

25 3.4.3 With respect to the timing of visits, in general, it is  
26 expected the CONTRACTOR will wait thirty (30) minutes if the visitors do not  
27 arrive at the agreed upon time. It is up to CONTRACTOR's discretion whether  
28 late visitors may still have their full scheduled visiting time. The

1 CONTRACTOR is encouraged to extend the scheduled visit time if their schedule  
2 permits. If the visitors miss visits or are habitually late, CONTRACTOR must  
3 notify the child's ASW. Under those circumstances, the child's ASW may  
4 require visitors to notify CONTRACTOR by telephone prior to their departure  
5 for the visit.

6 3.4.4 CONTRACTOR shall observe the interactions during both  
7 supervised and monitored visits, and hear the conversations during monitored  
8 visits.

9 3.4.5 CONTRACTOR shall keep a record of all telephone calls,  
10 visits, and other contacts on the Parental Contact Record form, provided by  
11 Administrator. Further visit or contact documentation may be requested by the  
12 child's ASW or ESH Coordinator.

13 3.4.6 The child's ASW will give due consideration to providing  
14 additional support if the quantity of visitation becomes burdensome for  
15 CONTRACTOR.

16 3.5 Aspects Specific to Monitored Visits

17 3.5.1 CONTRACTOR shall immediately inform the child's ASW of  
18 any questionable behavior on the part of a visitor or visitors or any negative  
19 reaction of the child(ren) during the visit.

20 3.5.2 The contractor shall follow any specific instructions  
21 provided by the ASW related to visitation. The ASW shall advise the CONTRACTOR  
22 about the following areas prior to the first visit:

23 3.5.2.1 The visitor's demeanor, including any history  
24 of confrontational, threatening, or belligerent behavior.

25 3.5.2.2 Any inappropriate incidents which have  
26 occurred during previous visits by this visitor.

27 3.5.2.3 Concerns, if any, regarding the visitor's  
28 history of substance abuse.

1 3.5.2.4 Concerns, if any, regarding the child(ren)'s  
2 safety.

3 3.5.2.5 Any topics that should not be discussed with  
4 the child(ren) during the visit.

5 3.5.2.6 Any special medical needs of the child(ren)  
6 during the visit.

7 3.5.2.7 Any other pertinent information regarding the  
8 child(ren) and forthcoming visit(s).

9 4. TRAINING

10 4.1 CONTRACTORS are required to attend five (5) ESH workshops per  
11 calendar year unless excused by the ADMINISTRATOR. The purpose of these  
12 workshops is to enhance communication between SSA and CONTRACTORS, to enhance  
13 communication among CONTRACTORS, and to provide ongoing information and/or  
14 training to CONTRACTORS.

15 4.2 Failure to comply with the workshop policy may result in  
16 termination of the Agreement.

17 4.3 Attendance in ESH workshops shall not be accepted in lieu of Title  
18 22 licensure or Resource Family Approval Program Written Directives, or post  
19 approval training requirements, unless otherwise authorized by the  
20 ADMINSTRATOR.

21 5. UTILIZATION POLICY

22 5.1 The number of beds reserved for ESH placements shall not be used  
23 for services under any other agreement, in order to maintain an available  
24 supply of ESH beds for emergency placements.

25 5.2 An ESH facility may be utilized as a long-term placement on a  
26 case-by-case basis if: 1.) it is the in the best interest of the child(ren)  
27 and 2.) upon the agreement of the ADMINISTRATOR and the ESH facility.

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1           5.3 If an ESH facility has not been utilized by COUNTY for a twelve  
2 (12) month period, ADMINISTRATOR may terminate this Agreement. Prior to  
3 termination, ADMINISTRATOR will notify CONTRACTOR by telephone and in writing  
4 to determine if additional support can be provided by Agency to encourage full  
5 utilization of beds.

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