

AGREEMENT
FOR THE PROVISION OF
EMERGENCY SHELTER HOME SERVICES
FY ~~2014-2017~~ 2017-2020

This ~~THIS~~ AGREEMENT, entered into this ___ day of ____, ____, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and _____, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Emergency Shelter and Transportation Home Services; and

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

WHEREAS, such contracts are authorized and provided for pursuant to California Welfare and Institutions Code Sections 16501:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on _____, and terminate on June 30, ~~2017~~ 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, shall 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

1 _____, for the Provision of Emergency Shelter Home Services,
2 attached hereto and incorporated herein by reference. CONTRACTOR shall
3 operate continuously throughout the term of this Agreement as required for
4 provision of services hereunder.

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

7 5. DEFINITIONS

8 5.1 "Agency" refers to the Social Services Agency.

9 5.2 "ASW" refers to child's Assigned Social Worker.

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

12 5.4 "CFT" refers to the Child and Family Team.

13 5.5 "ESH" refers to Emergency Shelter Home Services.

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

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

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

23 5.9 "LPA SW" refers to Foster Home Licensing Social Worker.

24 5.10 "RFA" refers to Resource Family Approval Program.

25 5.11 "RFA SW" refers to Resource Family Approval Social Worker.

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

1 Program Written Directives.

2 5.13 "TDM" refers to Team Decision Making.

3 6. LICENSES AND STANDARDS

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

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

15 7. DELEGATION AND ASSIGNMENT

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

19 8. NON-DISCRIMINATION

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

9. NOTICES

9.1 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 Services - ESH Contract Administrator
500 N. State College Blvd, Suite #100
Orange, CA 92868

and

Administrative/Program Manager I
Resource Family Approval Program
800 N. Eckhoff
Orange, CA 92868

CONTRACTOR:

8.2 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 notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent. ~~ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.~~

10. NOTICE OF DELAYS

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

1 respect thereto, to the other party.

2 11. INDEMNIFICATION

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

16 12. INSURANCE

17 12.1 Prior to the provision of services under this Agreement,
18 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
19 and to deposit with ADMINISTRATOR Certificates of Insurance or Policy
20 Declarations, required herein, necessary to satisfy COUNTY that the insurance
21 provisions of this Agreement have been complied with. CONTRACTOR agrees, and
22 to keep such insurance coverage, Certificates of Insurance and endorsements
23 and the certificates and/or declarations therefore on deposit with
24 ADMINISTRATOR during the entire term of this Agreement.

25 12.2 CONTRACTOR shall provide Comprehensive Automobile Liability
26 Insurance with minimum coverage of \$15,000/\$30,000/\$5,000, as well as
27 homeowner's or renter's insurance. Certificates of Insurance or Policy
28 Declarations evidencing the coverage required by this paragraph shall be filed

1 with the County of Orange, Social Services Agency/Contract Services 500 N.
2 State College Blvd., Orange, CA 92868.

3 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

4 CONTRACTOR shall report to COUNTY:

5 13.1 Any accident or incident relating to services performed under this
6 Agreement ~~which~~ that involves injury or property damage which may result in
7 the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such
8 report shall be made in writing within twenty-four (24) hours of occurrence.

9 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
10 from or relating ~~related~~ to services performed by CONTRACTOR under this
11 Agreement. Such report shall be submitted to COUNTY within twenty-four (24)
12 hours of occurrence.

13 13.3 Any injury to CONTRACTOR that occurs on COUNTY property. Such
14 report shall be submitted to COUNTY within twenty-four (24) hours of
15 occurrence.

16 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
17 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
18 under the term of this Agreement. Such report shall be submitted to COUNTY
19 within twenty-four (24) hours of occurrence.

20 14. CONFLICT OF INTEREST

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

24 15. BREACH SANCTIONS

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

1 otherwise specified in this Agreement:

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

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

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

10 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant
11 to this Paragraph, which notice shall be deemed served on the date 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 within
20 thirty (30) days after the date of the final audit findings report and prior
21 to any administrative appeal process. In the event an overpayment owing by
22 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
23 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
24 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
25 COUNTY necessary to enforce the provisions set forth in this Paragraph.

26 17. OUTSTANDING DEBT

27 CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall
28 be in the process of resolving outstanding debt to ADMINISTRATOR's

1 satisfaction, prior to entering into and during the term of this Agreement.

2 18. COMPENSATION

3 18.1 COUNTY agrees to pay CONTRACTOR, monthly in arrears, for services
4 rendered to individual children at the following rates or at such other rates
5 as may be adopted by COUNTY pursuant to the authority of the State of
6 California specified Level of Care 1 rate plus 20%. The daily rate shall be
7 paid when an individual child occupies a bed for less than a full calendar
8 month. The daily rate is calculated by multiplying the monthly rate times
9 twelve (12) months and dividing by three hundred sixty-five (365) days. The
10 monthly rate shall be paid when an individual child occupies a bed for a full
11 calendar month.

12 18.1.1 CONTRACTORS are paid a higher rate than long-term
13 resource families for reasons that include: the stress of more frequent
14 placements and removals; provide care and supervision for children whose
15 personal, family, and legal circumstances are unsettled and whose needs and
16 behaviors are unknown; coordinate with multiple social workers and service
17 providers as the child(ren)'s needs are identified; the need to provide more
18 frequent and flexible times for visitation with parents and other family
19 members; the expectation that CONTRACTORS be readily available to SSA; provide
20 ongoing observation and assessment information regarding the children and
21 their families; and, establish immediate connections with medical and dental
22 providers and coordinate with MediCal to ensure medical coverage.

23 18.2 ADMINISTRATOR may change rates herein above stated where such
24 changes are adopted by and pursuant to the authority of the State of
25 California. Payment should be released by COUNTY approximately twenty-eight
26 (28) days after receipt from CONTRACTOR of a correctly completed billing and
27 any required supporting documentation. CONTRACTOR shall bill COUNTY in a
28 fashion specified by ADMINISTRATOR. If COUNTY changes the rates,

ADMINISTRATOR shall notify CONTRACTOR of the rate changes. For purposes of payments pursuant to this Paragraph, CONTRACTOR shall be entitled to a full day of payment for any child placed at any time during the twenty-four (24) hour period after midnight.

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

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

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

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

19. RECORDS, INSPECTIONS AND AUDITS

19.1 Financial Records:

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

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

19.2 Client Records:

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

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

1 years.

2 19.3 Public Records:

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

7 19.4 Inspections:

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

15 20. PERSONNEL DISCLOSURE

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

19 21. FACILITY

20 21.1 CONTRACTOR shall provide _____() beds for emergency shelter care
21 placements. CONTRACTOR and ADMINISTRATOR may mutually agree to increase or
22 decrease the number of beds to be provided, not to exceed a maximum of six (6)
23 beds.

24 21.2 Shelter Care Services are to be provided ~~at the following~~
25 ~~location:~~

1 or at any other locations which is are approved in writing, by ADMINISTRATOR.
2 As used in this Agreement, "Shelter Care" means furnishing of board, lodging,
3 and supervision of children placed in CONTRACTOR's facility upon authorization
4 of MANAGER.

5 22. EMPLOYMENT ELIGIBILITY VERIFICATION

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

23 23. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

21 24. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

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

28 24.2 The term "service provider" is defined in California Unemployment

1 Insurance Code Section 1088.8, Subparagraph (b)(2) as, "An individual who is
2 not an employee of the service recipient for California purposes and who
3 received compensation or executes a contract for services performed for that
4 service recipient within or without the state." The term is further defined
5 by the California Employment Development Department to refer specifically to
6 independent contractors. An independent contractor is defined as, "An
7 individual who is not an employee of the ... government entity for California
8 purposes and who receives compensation or executes a contract for services
9 performed for that ... government entity either in or outside of California."

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

12 24.4 Additional information on this reporting requirement can be found
13 at the California Employment Development Department web site located at
14 [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).

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

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

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

26 25. CHILD ABUSE REPORTING

27 CONTRACTOR acknowledges that he or she knows of the reporting
28 requirements as defined in Penal Code Section 11165.9, 11166 and 11166.05

1 (Child Abuse and Neglect Reporting Act - Report; duty; time) and will comply
2 with the provisions of these code sections as they now exist or as they may
3 hereafter be amended.

4 26. CONFIDENTIALITY

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

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

16 26.2.1 No access, disclosure or release of information regarding
17 a child who is the subject of Juvenile Court proceedings shall be permitted
18 except as authorized. If authorization is in doubt, no such information shall
19 be released without the written approval of a Judge of the 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 protected
11 to prevent unauthorized or inadvertent access. Confidential electronic
12 information must be stored in an encrypted format. Confidential information
13 stored in a paper format must be transported, handled, secured and destroyed
14 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 succeeding
22 breach thereof or of any other covenant, condition or agreement herein
23 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 Agreement.

11 32. REPORTS

12 32.1 CONTRACTOR shall provide information deemed necessary by
13 ADMINISTRATOR to complete any State-required reports related to the services
14 provided under this Agreement.

15 32.2 CONTRACTOR shall maintain records and submit reports containing
16 such data and information regarding the performance of CONTRACTOR's services,
17 costs or other data relating to this Agreement, as may be requested by
18 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
19 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

20 33. POLITICAL ACTIVITY

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

24 34. SMOKE FREE ENVIRONMENT

25 34.1 CONTRACTOR shall be in compliance with Health and Safety (H&S)
26 Code Sections 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5,
27 Article 3, Section 89374(a)(1), which precludes anyone from smoking inside a
28 motor vehicle.

1 34.2 H&S Code Section 1530.7 extends the health and safety protection
2 specifically to transitional housing placement providers by providing that
3 persons who are approved, licensed, or certified to provide residential care
4 in a an approved, licensed, or certified family home shall not smoke or permit
5 any other person to smoke inside the facility, or on the outdoor grounds when
6 the foster youth care is present.

7 34.3 CONTRACTOR shall further ensure that no person(s) smoke in the
8 home whether or not a child is present.

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

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

16 36. TERMINATION PROVISIONS

17 36.1 ADMINISTRATOR may terminate this Agreement without penalty
18 immediately with cause or after thirty (30) days written notice without cause,
19 unless otherwise specified. Notice shall be deemed served on the date of
20 mailing. Cause shall include but not be limited to ~~be defined as~~ any breach of
21 contract, any partial misrepresentation whether negligent or willful, ~~or fraud~~
22 on the part of CONTRACTOR, discontinuance of the services for reasons within
23 CONTRACTOR's reasonable control, and repeated or continued violations of
24 COUNTY ordinances unrelated to performance under this Agreement that in the
25 reasonable opinion of COUNTY indicate a willful or reckless disregard for
26 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
27 terminate this Agreement shall relieve COUNTY of all further obligations under
28 this Agreement.

1 36.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days
2 prior to the expiration date of this Agreement, or upon notice of termination
3 of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with
4 ADMINISTRATOR in the orderly transfer of service responsibilities, active case
5 records, and pertinent documents. The Transition Period may be modified as
6 agreed upon in writing by the Parties. During the Transition Period, service
7 and data access shall continue to be made available to COUNTY without
8 alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
9 transitioning all data in the format determined by COUNTY.

10 36.3 In the event of termination of this Agreement, cessation of
11 business by CONTRACTOR or any other event preventing CONTRACTOR from
12 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
13 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
14 requested to do so on such media as reasonably requested by COUNTY, even if
15 COUNTY is then or is alleged to be in breach of this Agreement.

16 36.4 The obligations of COUNTY under this Agreement are contingent upon
17 the availability of Federal and/or State funds, as applicable, for the
18 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
19 for the services hereunder in the budget approved by the Orange County Board
20 of Supervisors each fiscal year this Agreement remains in effect or operation.
21 In the event that such funding is terminated or reduced, ADMINISTRATOR may
22 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
23 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
24 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
25 notification of such determination. CONTRACTOR shall immediately comply with
26 ADMINISTRATOR's decision.

27 36.5 If any term, covenant, condition, or provision of this Agreement
28 or the application thereof is held invalid, void, or enforceable, the

1 remainder of the provisions in this Agreement shall no way be affected,
2 impaired, or invalidated thereby.

3 37. GOVERNING LAW AND VENUE

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

13 38. SIGNATURE IN COUNTERPARTS

14 38.1 The parties agree that separate copies of this Agreement may be
15 signed by each of the parties, and this Agreement will have the same force and
16 effect as if the original had been signed by all the parties.

17 38.2 CONTRACTOR represents and warrants that the person executing this
18 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
19 actual authority to bind CONTRACTOR to each and every term, condition and
20 obligation of this Agreement and that all requirements of CONTRACTOR have been
21 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: _____
DEPUTY

Dated: _____

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EXHIBIT A
TO
AGREEMENT
FOR THE PROVISION OF
EMERGENCY SHELTER HOME SERVICES
FY ~~2014-2017~~ 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

28 ///

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 CONTRACTOR shall:

25 2.1 ~~Abide by all orders of the Juvenile Court concerning children~~
26 ~~placed in its home by ADMINISTRATOR.~~

27 2.2 ~~Accept placement of children referred under this Agreement on a~~
28 ~~twenty-four (24) hour basis, seven (7) days per week.~~

1 2.3 ~~Notify the ESH Coordinator, LPA SW, the RFA SW, or other~~
2 ~~designated staff promptly of any change in circumstances of CONTRACTOR or the~~
3 ~~home that impacts suitability or availability of the home for placement of~~
4 ~~children.~~

5 2.4 ~~Obtain routine healthcare services from a Medi-Cal provider for~~
6 ~~children placed in CONTRACTOR's facility and shall transport children to all~~
7 ~~medical appointments. In the event of an emergency, CONTRACTOR is authorized~~
8 ~~to consult a licensed medical doctor of his/her own choosing who will accept~~
9 ~~Medi-Cal, and shall notify the ESH Coordinator and child's ASW immediately of~~
10 ~~said emergency.~~

11 2.5 ~~CONTRACTOR acknowledges reporting requirements set forth in~~
12 ~~Section 89361 of CDSS MPP Manual of Policies and Procedures, and shall comply~~
13 ~~with all requirements regarding events involving any child placed pursuant to~~
14 ~~this Agreement. CONTRACTOR shall notify ESH Coordinator, child's ASW, the LPA~~
15 ~~SW, and the RFA SW, by telephone, email or fax within twenty-four (24) hours~~
16 ~~after the event occurs or within the next business day. CONTRACTOR shall~~
17 ~~follow up with a written report pursuant to section 89361.~~

18 2.6 ~~Support SSA in its efforts toward accomplishing the goals and~~
19 ~~objectives of the Family-to-Family QPI Initiative in accordance with the~~
20 ~~Foster Care Recruitment and Retention Project, including but not limited to~~
21 ~~attending Team Decision Making TDM meetings, Child and Family Team CFT~~
22 ~~meetings, and Icebreakers, and meetings with the child(ren)'s ASW to discuss~~
23 ~~the adjustment and wellbeing of child(ren) placed with CONTRACTOR.~~

24 2.6.1 ~~TDM incorporates a strength-based, consensus-driven,~~
25 ~~respectful process that models directness and honesty regarding risks and~~
26 ~~concerns involving placement decisions. Through the involvement of families~~
27 ~~and communities, TDM promotes the value that families are experts about~~
28 ~~themselves, and communities are experts about community resources. TDM~~

1 ~~sessions may require up to two (2) hours per session.~~

2 ~~2.6.2 The formation and utilization of Child and Family Teams~~
3 ~~CFTs recognize that a team approach to case planning and care delivery is~~
4 ~~critical to effectively care for all children and youth in foster care. Child~~
5 ~~and Family Teams CFTs, consisting of the child(ren), their family and~~
6 ~~supports, and the professionals, provide ongoing input for decision making.~~
7 ~~The CFT will periodically meet at decision points for families.~~

8 ~~2.6.3 Icebreakers are informal, child-focused meetings held~~
9 ~~between the birth parents, caregivers and ASW, or RFA SW when a child is~~
10 ~~placed in out of home care to facilitate the sharing of information and team~~
11 ~~building between the child's parents and caregivers. The ASW/RFA SW is~~
12 ~~responsible for preparing participants prior to the meeting. The structure of~~
13 ~~Icebreakers may vary from situation to situation and generally last from~~
14 ~~thirty (30) to sixty (60) minutes.~~

15 ~~2.7 Transport child to their school of origin if required to do so by~~
16 ~~State or COUNTY mandate.~~

17 ~~2.8 Have the right to refuse to accept or to request removal of any~~
18 ~~child who, in the opinion of CONTRACTOR, may cause injury or peril to others.~~
19 ~~Requests for removal shall be made by CONTRACTOR to child's ASW and the ESH~~
20 ~~Coordinator.~~

21 ~~2.9 Provide child's ASW and the ESH Coordinator prior verbal notice of~~
22 ~~at least ten (10) seven (7) days if removal of a child is requested in non-~~
23 ~~emergent situations, and shall attend a TDM or CFT meeting.~~

24 ~~2.10 Ensure that the personal rights of all children placed in~~
25 ~~CONTRACTOR's facility pursuant to this Agreement are protected. These rights~~
26 ~~are subject to limitations inherent in CONTRACTOR's responsibility to ensure~~
27 ~~the child(ren)'s safety, safety of others, and CONTRACTOR's role as parent, as~~
28 ~~described in the case plan and Court order.~~

1 2.11 ~~Supervise children placed in CONTRACTOR's facility pursuant to~~
2 ~~this Agreement at all times, or arrange for an approved substitute care~~
3 ~~provider or approved alternative caregiver to provide such supervision. At no~~
4 ~~time shall such child(ren) be left unattended, unless approved by child's ASW.~~

5 2.11.1 ~~CONTRACTOR's approved substitute care provider(s) or~~
6 ~~approved alternative caregiver(s) must be available to provide shelter care~~
7 ~~services in CONTRACTOR's absence, except in emergency situations.~~

8 2.11.2 ~~CONTRACTOR shall provide the LPA SW or the RFA SW, a list~~
9 ~~of substitute care providers or alternative caregivers, including their names,~~
10 ~~addresses, and telephone numbers, for approval.~~

11 2.11.3 ~~CONTRACTOR shall obtain approval from the ADMINISTRATOR~~
12 ~~for all substitute care providers or alternative caregivers. LPA SW or the~~
13 ~~RFA SW must approve all substitute care providers or alternative caregivers.~~
14 ~~Such approval may include, but not be limited to, criminal record checks and~~
15 ~~child abuse registry clearances.~~

16 2.12 ~~Compile an itemized inventory list of cash resources, personal~~
17 ~~property, and valuables for each child, to be maintained on an ongoing basis,~~
18 ~~in accordance with Title 22, California Code of Regulations Section 89226 and~~
19 ~~the Resource Family Approval Program Written Directives. When the child~~
20 ~~leaves the home, CONTRACTOR shall surrender cash resources, personal property,~~
21 ~~and valuables that belong to the child, including a completed inventory list~~
22 ~~of those items.~~

23 2.13 ~~CONTRACTOR shall not release children to any person except an~~
24 ~~authorized representative of ADMINISTRATOR or a person authorized by order of~~
25 ~~the Juvenile Court. CONTRACTOR agrees that ADMINISTRATOR may remove, at any~~
26 ~~time, any child placed pursuant to this Agreement.~~

27 3. VISITATION POLICY

28 3.1 Family Visitation in the Emergency Shelter Home (ESH) Program

1 Family visits are essential to achieving reunification and are
2 expected. CONTRACTOR's role is to encourage, cooperate with, and facilitate
3 visitation, to be flexible, and to act as mentor and source of support or
4 parent(s)/guardian(s), siblings, and other family members authorized to visit
5 by the child's ASW. Contractor shall also be protective of the child in its
6 care.

7 3.2 Location of the Visits

8 ~~3.2.1~~ Because initial information regarding parent(s)/
9 guardian(s) may be limited, and it may be preferable to have their initial
10 visits with the parent(s)/guardian(s) may take place at a designated COUNTY
11 facility, visitation center, or other secure meeting environment that can
12 provide reasonable protection for all participants in the visit as deemed
13 appropriate by the Administrator. ~~If use of any of these locations is not~~
14 ~~feasible, exceptions are to be discussed with the child's ASW. If a secure~~
15 ~~meeting environment is deemed unnecessary, visits may occur at the ESH or at~~
16 ~~other locations.~~

17 ~~3.2.2~~ Visitation with siblings not placed in the ESH may be
18 conducted in a location that best facilitates the visit as deemed appropriate
19 by the ADMINISTRATOR or by the Court Order., ~~unless a perceived need for~~
20 ~~additional security suggests that visitation at any of the locations mentioned~~
21 ~~in Subparagraph 3.2.1 would be more appropriate.~~

22 3.3 Transportation to the Visits

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

25 3.4 Frequency/Conditions of the Visit

26 3.4.1 Upon placement of a new child in the home, CONTRACTOR
27 will be notified regarding: approved visitors, expected frequency and length
28 of visits, whether visits are to be supervised or monitored, and other

1 critical visitation information. Visitation and approved visitors shall be
2 determined by the child's ASW or by order of the Court.

3 ~~3.4.2~~ CONTRACTOR shall comply with SSA's policies regarding
4 visitation for children in protective custody and abide by visitation ordered
5 by the court or authorized by the ASW. ~~not allow visitation of any children~~
6 ~~placed under this Agreement, unless such visitor is specifically authorized to~~
7 ~~visit by Court order or authorized representative of ADMINISTRATOR.~~

8 ~~3.4.3~~ CONTRACTOR shall abide by statutory visitation
9 requirements, as specified by the ASW, ordered by the court or authorized by
10 the ASW. Friends and other family members who accompany approved visitors may
11 not visit with the child unless their participation in the visit is authorized
12 by the child's ASW.

13 3.4.4 With respect to the timing of visits, in general, it is
14 courteous expected the CONTRACTOR will ~~to~~ wait thirty (30) minutes if the
15 visitors do not arrive at the agreed upon time. It is up to CONTRACTOR's
16 discretion whether late visitors may still have their full scheduled visiting
17 time or only the remaining minutes. It is not Agency's expectation that The
18 CONTRACTOR is encouraged to extend the scheduled visit time ~~must extend the~~
19 ~~scheduled visitation time to accommodate late visitors, but CONTRACTOR is~~
20 ~~encouraged to do so~~ if their schedule permits. If the visitors continue to
21 miss visits or are habitually late, CONTRACTOR ~~should~~ **must** notify the child's
22 ASW. Under those circumstances, the child's ASW may require visitors to
23 notify CONTRACTOR by telephone prior to their departure for the visit.

24 3.4.5 CONTRACTOR shall observe the interactions during both
25 supervised and monitored visits, and hear the conversations during monitored
26 visits. CONTRACTOR ~~is also expected to~~ shall keep a record of all telephone
27 calls, visits, and other contacts on the Parental Contact Record form provided
28 by the ADMINISTRATOR. Further, visit or contact documentation may be

1 requested by the child's ASW or ESH Coordinator, ~~as needed.~~

2 3.4.6 The child's ASW will give due consideration to providing
3 additional support if the quantity of visitation becomes burdensome for
4 CONTRACTOR.

5 3.5 Aspects Specific to Monitored Visits

6 3.5.1 CONTRACTOR ~~should~~ shall immediately inform the child's
7 ASW of any questionable behavior on the part of a visitor or visitors or any
8 negative reaction of the child(ren) during the visit.

9 3.5.2 The contractor shall follow any specific instructions
10 provided by the ASW related to visitation. The ASW shall advise the CONTRACTOR
11 about the following areas prior to the first visit:

12 ~~3.5.2 CONTRACTOR shall follow instructions provided by ASW~~
13 ~~including those:~~

14 ~~3.5.2.1 Regarding tThe visitor and whether any~~
15 ~~additional persons may accompany the visitor.~~

16 3.5.2.2 Regarding tThe visitor's demeanor, including
17 any history of confrontational, threatening, or belligerent behavior.

18 3.5.2.3 Regarding aAny inappropriate incidents which
19 have occurred during previous visits by this visitor.

20 3.5.2.4 Concerns, if any, regarding the visitor's
21 history of substance abuse.

22 3.5.2.5 Concerns, if any, regarding the child(ren)'s
23 safety.

24 3.5.2.6 Any topics that should not be discussed with
25 the child(ren) during the visit.

26 3.5.2.7 Any special medical needs of the child(ren)
27 during the visit.

28 3.5.2.8 Any other pertinent information regarding the

1 child(ren) and forthcoming visit(s).

2 4. WORKSHOP POLICY AND TRAINING

3 4.1 CONTRACTORS are required to attend a minimum of five (5) of six
4 (6) SSA ESH workshops per calendar year unless excused by the ADMINISTRATOR.
5 The purpose of these workshops is to enhance communication between SSA and
6 CONTRACTORS, to enhance communication among CONTRACTORS, and to provide
7 ongoing information and/or training to CONTRACTORS. ~~CONTRACTORS are allowed
8 no more than one (1) absence per year from the scheduled ESH workshops. If
9 CONTRACTOR is unable to attend a workshop, he/she must notify the ESH
10 Coordinator in advance.~~

11 4.2 Failure to comply with the workshop policy may result in
12 termination of the Agreement.

13 4.3 Attendance in ESH workshops shall not be accepted in lieu of Title
14 22 licensure or Resource Family Approval Program Written Directives, or post
15 approval training requirements, unless otherwise authorized by the
16 ADMINISTRATOR.

17 5. UTILIZATION POLICY

18 5.1 ~~ESH agreements specify t~~The number of beds to be reserved for ESH
19 placements ~~only~~ shall not be used for services under any other agreement, in
20 order to maintain an available supply of ESH beds for emergency placements.
21 ~~CONTRACTOR is prohibited from utilizing ESH contracted beds for services under
22 any other agreement.~~

23 5.2 An ESH facility may be utilized as a long-term placement ~~at the
24 discretion of ADMINISTRATOR~~ on a case-by-case basis if: 1.) it is the in the
25 best interest of the child(ren) and 2.) upon the agreement of the
26 ADMINISTRATOR and the ESH facility.

27 5.3 If an ESH facility has not been utilized by COUNTY for a twelve
28 (12) month period, ADMINISTRATOR may terminate this Agreement. Prior to

1 termination. ADMINISTRATOR will notify CONTRACTOR by telephone and in writing
2 to determine if additional support can be provided by Agency to encourage full
3 utilization of beds.

4 5.4 ~~Failure to comply with the utilization policy may result in~~
5 ~~termination of this Agreement.~~

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