

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 NEW ALTERNATIVES, INC.
6 FOR THE PROVISION OF TRANSITIONAL RESIDENTIAL HOME SERVICES
7 AT TUSTIN FAMILY CAMPUS
8

9 This AGREEMENT, entered into this 1st day of July 2020, which date is particularized for
10 purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to
11 as "COUNTY," and NEW ALTERNATIVES, INC., a California non-profit corporation,
12 hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County
13 of Orange Social Services Agency Director or designee, hereinafter referred to as
14 "ADMINISTRATOR."
15

16 W I T N E S S E T H:
17

18 WHEREAS, COUNTY issued a Request for Proposal for the provision of Transitional
19 Residential Home Services at Tustin Family Campus (TFC) in 2016; and

20 WHEREAS, CONTRACTOR and COUNTY entered into an agreement for the provision
21 of Transitional Residential Home Services at TFC for the period of July 1, 2017, through June 30,
22 2020; and

23 WHEREAS, COUNTY desires to contract with CONTRACTOR for an additional one (1)
24 year term for the provision of Transitional Residential Home Services at TFC for the period of
25 July 1, 2020, through June 30, 2021; and

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

28 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2021, unless earlier terminated pursuant to the provisions of Paragraph 40 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

3.2 CONTRACTOR, its agents, and employees 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

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibits to the Agreement between County of Orange and New

1 Alternatives, Inc., for the Provision of Transitional Residential Home Services at Tustin Family
2 Campus (TFC), attached hereto and incorporated herein by reference. CONTRACTOR shall
3 operate continuously throughout the term of this Agreement with the number and type of staff
4 described and as required for provision of services hereunder.

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

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

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
26 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of
27 California, County of Orange, and County of Orange Social Services Agency, and all
28 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist

1 or be hereafter amended.

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

5 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6 6.1 Delegation and Assignment

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

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

17 6.2 Change of Ownership

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

23 7. SUBCONTRACTS

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

ADMINISTRATOR may require.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

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

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

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

8.2 Change in Form of Business Organization

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

8.3 Name Change

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

///

1 9. USE OF COUNTY PROPERTY

2 9.1 During the entire term of this Agreement, CONTRACTOR shall provide services
3 at a two-story, residential style structure located at Tustin Family Campus, a facility wholly owned
4 and operated by County of Orange. CONTRACTOR has entered into a license agreement
5 GA1213-185-4 and subsequent amendment, with a term of June 3, 2015, to June 2, 2025, with
6 ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute all terms and
7 conditions of said agreement upon ADMINISTRATOR's presentation of said document to
8 CONTRACTOR. Failure to execute the license agreement will result in a breach of this
9 Agreement.

10 9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and
11 Housing Act and Americans with Disabilities Act accommodations for its own employees at
12 COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for
13 such accommodations at no cost to CONTRACTOR.

14 10. NON-DISCRIMINATION

15 10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
16 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
17 services or benefits, assignment of accommodations, treatment, evaluation, employment of
18 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
19 ancestry, physical disability, mental disability, medical condition, genetic information, marital
20 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
21 status, or any other protected group, in accordance with the requirements of all applicable federal
22 or State laws.

23 10.2 CONTRACTOR shall furnish any and all information requested by
24 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
25 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
26 10 et seq.

27 10.3 Non-Discrimination in Employment

28 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal

1 Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in
2 Department of Labor regulations (Title 41 CFR Part 60).

3 10.3.2 All solicitations or advertisements for employees placed by or on behalf of
4 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
5 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
6 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
7 gender expression, age, sexual orientation, military and veteran status, or any other protected
8 group, in accordance with the requirements of all applicable federal or State laws. Notices
9 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
10 for employees and job applicants.

11 10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
12 formal discrimination complaint to:

13 California Department of Fair Employment

14 2218 Kausen Drive, Suite 100

15 Elk Grove, CA 95758

16 Telephone: (800) 884-1684

17 (800) 700-2320 (TTY)

18 10.4 Non-Discrimination in Service Delivery

19 10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
20 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
21 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
22 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
23 amended; California Civil Code Section 51 et seq., as amended; California Government Code
24 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
25 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
26 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
27 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
28 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title

7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 10.4 et seq.

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

10.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
(PUB 13)

10.4.2.2 Discrimination Complaint Form

10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

///

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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

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

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

10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
(*SSA Contractor and Vendor Compliance page*)

11. NOTICES

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

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

CONTRACTOR: New Alternatives, Inc.
1202 W. Civic Center Dr., Suite 205
Santa Ana, CA 92703

11.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this

1 Agreement addressed in any other fashion shall be deemed not given. The parties each may
2 designate by written notice from time to time, in the manner aforesaid, any change in the address
3 to which notices must be sent.

4 12. NOTICE OF DELAYS

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

9 13. INDEMNIFICATION

10 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
11 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
12 their elected and appointed officials, officers, employees, agents, and those special districts and
13 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
14 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
15 including, but not limited to, personal injury or property damage arising from or related to the
16 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
17 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
18 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
19 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
20 Neither party shall request a jury apportionment.

21 14. INSURANCE

22 14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
23 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
24 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
25 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
26 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
27 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
28 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for

1 CONTRACTOR.

2 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
3 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
4 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
5 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
6 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
7 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
8 requirements to every subcontractor and to receive proof of insurance prior to allowing any
9 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
10 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
11 reasonable time.

12 14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
13 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
14 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
15 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
16 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
17 provision(s) in the Agreement, agrees to all of the following:

18 14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
19 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
20 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
21 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
22 same; and

23 14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
24 irrespective of any duty to indemnify or hold harmless; and

25 14.3.3 The provisions of California Civil Code Section 2860 shall apply to any
26 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
27 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
28 insured.

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

14.5 Qualified Insurer

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

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

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

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|--|
| Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employer's Liability Insurance | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | \$1,000,000 per claims made |
| Professional Liability Insurance | \$1,000,000 per claims made \$1,000,000 aggregate |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |

1 14.8 Required Coverage Forms

2 14.8.1 Commercial General Liability coverage shall be written on Insurance
3 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
4 broad.

5 14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
6 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

7 14.9 Required Endorsements

8 14.9.1 Commercial General Liability policy shall contain the following
9 endorsements, which shall accompany the Certificate of Insurance:

10 14.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
11 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
12 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
13 state AS REQUIRED BY WRITTEN CONTRACT.

14 14.9.1.2 A primary non-contributing endorsement using ISO form CG 20
15 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
16 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
17 contributing.

18 14.9.2 The Network Security and Privacy Liability policy shall contain the
19 following endorsements which shall accompany the Certificate of Insurance.

20 14.9.2.1 An Additional Insured endorsement naming the County of
21 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
22 for its vicarious liability.

23 14.9.2.2 A primary and non-contributing endorsement evidencing that
24 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
25 County of Orange shall be excess and non-contributing.

26 14.10 The Workers' Compensation policy shall contain a waiver of subrogation
27 endorsement waiving all rights of subrogation against the County of Orange, its elected and
28 appointed officials, officers, agents and employees or provide blanket coverage, which will state

1 AS REQUIRED BY WRITTEN CONTRACT.

2 14.11 All insurance policies required by this Agreement shall waive all rights of
3 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
4 employees when acting within the scope of their appointment or employment.

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

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

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

16 14.15 Insurance certificates should be mailed to COUNTY at the address indicated in
17 Paragraph 11 of this Agreement.

18 14.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
19 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
20 award may be made to the next qualified proponent.

21 14.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
22 decrease insurance of any of the above insurance types throughout the term of this Agreement.
23 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
24 appropriate to adequately protect COUNTY.

25 14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
26 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
27 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
28 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and

COUNTY shall be entitled to all legal remedies.

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

15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

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

15.2 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.

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

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

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

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

16. CONFLICT OF INTEREST

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

1 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
2 subcontractors associated with the provision of goods and services provided under this Agreement.
3 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
4 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
5 entertainment, payments, loans, or other considerations which could be deemed to influence or
6 appear to influence COUNTY staff or elected officers in the performance of their duties.

7 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
8 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
9 Agreement performance. While CONTRACTOR will be required to provide this information
10 without prompting from COUNTY any time there is a change regarding conflict of interest,
11 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

12 17. ANTI-PROSELYTISM PROVISION

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

17 18. SUPPLANTING GOVERNMENT FUNDS

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

26 19. EQUIPMENT

27 19.1 All items purchased with funds provided under this Agreement, or which are
28 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand

1 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
2 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
3 Equipment is limited to the performance of this Agreement. Upon the termination of this
4 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
5 COUNTY or its representatives, or dispose of them in accordance with the directions of
6 ADMINISTRATOR.

7 CONTRACTOR further agrees to the following:

8 19.1.1 To maintain all items of Capital Equipment in good working order and
9 condition, normal wear and tear excepted.

10 19.1.2 To label all items of Capital Equipment, do periodic inventories as required
11 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
12 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
13 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

14 19.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
15 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
16 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

17 19.1.4 To purchase a policy or policies of insurance covering loss or damage to
18 any and all Capital Equipment purchased under this Agreement, in the amount of the full
19 replacement value thereof, providing protection against the classification of fire, extended
20 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
21 parties' interests as they appear.

22 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
23 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
24 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
25 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
26 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
27 prior written approval has not been obtained from ADMINISTRATOR.

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1 19.3 Computer Equipment

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

5 20. BREACH SANCTIONS

6 20.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
7 conditions of this Agreement shall be a material breach of this Agreement. In such event,
8 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
9 available at law, in equity, or otherwise specified in this Agreement:

10 20.1.1 Afford CONTRACTOR a time period within which to cure the breach,
11 which period shall be established by ADMINISTRATOR; and/or

12 20.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
13 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
14 and/or

15 20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
16 COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

17 20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
18 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

19 21. PAYMENTS

20 21.1 COUNTY agrees to pay CONTRACTOR, monthly in arrears, for services rendered
21 to each YOUNG ADULT in accordance with WIC Section 11403.3(a)(2) or as hereafter amended.
22 Payments shall accrue from the date the YOUNG ADULT enters the Tustin Family Campus (TFC)
23 Transitional Housing Program - Plus (THP-Plus)/ Transitional Housing Placement Program – Non
24 Minor Dependent (THPP-NMD) Program and terminate on the date before the YOUNG ADULT
25 is terminated from the TFC THP-Plus/THPP-NMD Program. The daily rate shall be paid when
26 an individual YOUNG ADULT occupies a bed for less than a full calendar month. The daily rate
27 is calculated by multiplying the monthly rate times twelve (12) months and dividing by three
28 hundred sixty-five (365) days. The monthly rate shall be paid when individual YOUNG ADULT

1 occupies a bed for a full calendar month.

2 21.2 For purposes of payments pursuant to this Paragraph, CONTRACTOR shall be
3 entitled to a full day of payment for any services provided to YOUNG ADULT at any time during
4 the twenty-four (24) hour period after midnight.

5 21.3 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days
6 of the receipt of a payment for an Orange County placement, which is inconsistent with the period
7 of placement and results in an overpayment or an underpayment. The overpayment and/or
8 underpayment shall be identified by YOUNG ADULT's name, case number, caseload number and
9 the amount of underpayment and/or overpayment.

10 21.4 Claims

11 21.4.1 CONTRACTOR shall submit monthly claims to be received by
12 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
13 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
14 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
15 holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
16 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
17 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

18 21.4.2 All claims must be submitted on a form approved by ADMINISTRATOR.
19 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
20 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
21 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
22 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
23 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
24 shall retain all financial records in accordance with Paragraph 25 of this Agreement.

25 21.4.3 Payments should be released by COUNTY within a reasonable time period
26 of approximately thirty (30) days after receipt of a correctly completed claim form and required
27 supporting documentation.

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1 22. OVERPAYMENTS

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

14 23. OUTSTANDING DEBT

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

18 24. FINAL REPORT

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

24 25. RECORDS, INSPECTIONS, AND AUDITS

25 25.1 Financial Records

26 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete
27 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
28 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,

1 State, and federal audits are completed, whichever is later.

2 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
3 internal control, and financial reporting standards in conformity with generally accepted
4 accounting principles established by the American Institute of Certified Public Accountants and
5 to the satisfaction of ADMINISTRATOR.

6 25.2 Client Records

7 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
8 of clients served and dates and type of services provided under the terms of this Agreement in a
9 form acceptable to ADMINISTRATOR.

10 25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
11 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
12 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
13 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
14 requests and COUNTY provides written approval for the right to store the records in another
15 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
16 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
17 accordance with Subparagraph 40.2.

18 25.2.3 COUNTY may refuse payment for a claim if client records are determined
19 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
20 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
21 overpayment within the provisions of this Agreement.

22 25.3 Public Records

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

26 25.4 Inspections and Audits

27 25.4.1 The U.S. Department of Health and Human Services, Comptroller General
28 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's

1 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
2 have access to any books, documents, papers, and records, including medical records, of
3 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
4 the above-mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
5 the work performed or being performed under this Agreement and the premises in which it is being
6 performed.

7 25.4.2 CONTRACTOR shall make its books and records available within the
8 borders of Orange County within ten (10) days of receipt of written demand by
9 ADMINISTRATOR.

10 25.4.3 In the event CONTRACTOR does not make available its books and
11 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
12 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
13 obtain CONTRACTOR's books and records.

14 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
15 liability to the State or Federal Government or any agency thereof resulting from any
16 disallowances or other audit exceptions to the extent that such liability is attributable to
17 CONTRACTOR's failure to perform under this Agreement.

18 25.5 Evaluation Studies

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

22 26. PERSONNEL DISCLOSURE

23 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services
24 through this Agreement, paid and unpaid, including those identified in Paragraph 22 of Exhibit A.

25 26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
26 Personnel providing services hereunder, including résumés and job applications. Changes to the
27 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
28 and/or job application. The list shall include:

1 26.2.1 Names and dates of birth of all Personnel by title, whose direct services are
2 required to provide the programs described herein;

3 26.2.2 A brief description of the functions of each position and the hours each
4 person works each week, or for part-time Personnel, each day or month, as appropriate;

5 26.2.3 The professional degree, if applicable, and experience required for each
6 position; and

7 26.2.4 The language skill, if applicable, for all Personnel.

8 26.3 Where authorized by law, and in a manner consistent with California Government
9 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
10 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
11 offenses. Information discovered subsequent to the hiring or promotion of any prospective
12 Personnel shall be cause for termination from the performance of services under this Agreement.

13 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
14 a clearance on the following public websites of the names and dates of birth for all Personnel who
15 will have direct, interactive contact with clients served through this Agreement: U.S. Department
16 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
17 Registry (www.meganslaw.ca.gov).

18 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
19 a criminal record background check on all Personnel who will have direct, interactive contact with
20 clients served through this Agreement. Background checks conducted through the California
21 Department of Justice shall include a check of the California Central Child Abuse Index, when
22 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
23 performance of services under this Agreement.

24 26.6 CONTRACTOR shall ensure that clearances and background checks described in
25 Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing
26 services under this Agreement.

27 26.7 In the event a record is revealed through the processes described in Subparagraphs
28 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of

1 Personnel providing services through this Agreement.

2 26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
3 provide services under this Agreement have satisfactory past work records and/or reference checks
4 indicating their ability to perform the required duties and accept the kind of responsibility
5 anticipated under this Agreement. CONTRACTOR shall maintain records of background
6 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
7 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
8 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
9 are completed, whichever is later, in compliance with all applicable laws.

10 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
11 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
12 Personnel performing services under this Agreement, when such information becomes known to
13 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
14 provide services under this Agreement and shall provide notice of such determination to
15 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
16 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 20 above.

17 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
18 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

19 26.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
20 from the performance of services under this Agreement. At the request of COUNTY,
21 CONTRACTOR shall immediately replace said Personnel.

22 26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
23 for cause from working on this Agreement.

24 26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
25 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
26 terms and conditions of this Agreement.

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1 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

16 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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1 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
2 LAW

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

7 30. CONFIDENTIALITY

8 30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
9 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
10 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
11 now exist or be hereafter amended.

12 30.2 All records and information concerning any and all persons referred to
13 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
14 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
15 individuals performing services under this Agreement. CONTRACTOR shall require all of its
16 employees, agents, subcontractors, and all other individuals performing services under this
17 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
18 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
19 of this Agreement.

20 30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
21 other individuals performing services under this Agreement of this provision and that any person
22 violating the provisions of said California state law may be guilty of a crime.

23 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
24 to the confidentiality requirements of this Agreement.

25 30.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
26 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
27 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
28 hereafter be amended.

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

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

31. SECURITY

31.1 Security Requirements

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

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

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

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

31.1.1.4 Firewall protection.

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

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

31.2 Security Breach Notification

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

31.2.1.1 Investigate to determine the nature and extent of the Security Breach.

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

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

31.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside

1 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
2 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
3 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
4 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
5 required actions.

6 32. COPYRIGHT ACCESS

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

10 33. WAIVER

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

17 34. SERVICES DURING EMERGENCY AND/OR DISASTER

18 34.1 CONTRACTOR acknowledges that service usage may surge during or after an
19 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
20 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
21 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
22 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
23 described above may require resources or support beyond the local government's capability and
24 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
25 council, county board of supervisors, or state) and may be declared at the federal level by the
26 President of the United States.

27 34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
28 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY

1 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
2 include, but are not limited to: providing services at different location(s), assigning staff to work
3 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
4 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and
5 prioritizing services for staff as requested by COUNTY.

6 34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
7 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
8 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary
9 expenditures provided during or after an emergency/disaster shall be calculated by the same rates
10 that apply during non-emergency/disaster condition.

11 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

12 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
13 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
14 commercial advertisement, promotional purposes, announcements, displays, or press releases,
15 without COUNTY's prior written consent is expressly prohibited.

16 35.2 CONTRACTOR may develop and publish information related to this Agreement
17 where all of the following conditions are satisfied:

18 35.2.1 ADMINISTRATOR provides its written approval of the content and
19 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
20 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

21 35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
22 a statement that the program, wholly or in part, is funded through County, State, and Federal
23 Government funds;

24 35.2.3 The information does not give the appearance that the COUNTY, its
25 officers, employees, or agencies endorse:

26 35.2.3.1 Any commercial product or service; and

27 35.2.3.2 Any product or service provided by CONTRACTOR, unless
28 approved in writing by ADMINISTRATOR; and

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

36. ENERGY EFFICIENCY STANDARDS

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

37. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated

1 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
2 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
3 contain, and CONTRACTOR must certify compliance utilizing a form provided by
4 ADMINISTRATOR that cites the following:

5 38.1.1 The definitions and prohibitions contained in the clause at Federal
6 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
7 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
8 38.1.2.1 of this certification.

9 38.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
10 knowledge and belief as of December 23, 1989, that

11 38.1.2.1 No federal appropriated funds have been paid or will be paid to
12 any person for influencing or attempting to influence an officer or employee of any agency, a
13 Member of Congress, an officer or employee of Congress, or an employee of a Member of
14 Congress on his or her behalf in connection with the awarding of any federal contract, the making
15 of any federal grant, the making of any federal loan, the entering into of any cooperative
16 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
17 contract, grant, loan or cooperative agreement;

18 38.1.2.2 If any funds other than federal appropriated funds (including
19 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
20 person for influencing or attempting to influence an officer or employee of any agency, a Member
21 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
22 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
23 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
24 and

25 38.1.2.3 He or she will include the language of this certification in all
26 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
27 \$100,000 shall certify and disclose accordingly.

28 38.1.3 Submission of this certification and disclosure is a prerequisite for making

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

5 39. POLITICAL ACTIVITY

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

9 40. TERMINATION PROVISIONS

10 40.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
11 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
12 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
13 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
14 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
15 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
16 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
17 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
18 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

19 40.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
20 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
21 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
22 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
23 parties. During the Transition Period, service and data access shall continue to be made available
24 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
25 transitioning all data in the format determined by COUNTY.

26 40.3 In the event of termination of this Agreement, cessation of business by
27 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
28 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to

1 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
2 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
3 Agreement.

4 40.4 The obligations of COUNTY under this Agreement are contingent upon the
5 availability of federal and/or State funds, as applicable, for the reimbursement of
6 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
7 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
8 remains in effect or operation. In the event that such funding is terminated or reduced,
9 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
10 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
11 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
12 notification of such determination. CONTRACTOR shall immediately comply with
13 ADMINISTRATOR's decision.

14 40.5 If any term, covenant, condition, or provision of this Agreement or the application
15 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
16 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
17 thereby.

18 41. GOVERNING LAW AND VENUE

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

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1 42. SIGNATURE IN COUNTERPARTS

2 42.1 The parties agree that separate copies of this Agreement may be signed by each of
3 the parties, and this Agreement will have the same force and effect as if the original had been
4 signed by all the parties.

5 42.2 CONTRACTOR represents and warrants that the person executing this Agreement
6 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
7 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
8 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

NEW ALTERNATIVES, INC.

FOR THE PROVISION OF TRANSITIONAL RESIDENTIAL HOME SERVICES
AT TUSTIN FAMILY CAMPUS

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide transitional housing and supportive services to up to fourteen (14) young adults per month to aid in their transition to independent living.

1.2 Participants shall be voluntary young adults defined as follows:

1.2.1 Emancipated Young Adults: Former child welfare dependents and/or former probation wards ages eighteen (18) to twenty-four (24) years (or as otherwise authorized by Federal and State regulations), who were in out-of-home placement on or after their 18th birthday; or former dependents/wards up to age of twenty-five (25) years who meet the following criteria: completing secondary education or program leading to equivalent credential or is enrolled in an institution that provides post-secondary education.

1.2.2 Non-Minor Dependents (NMDs): Current child welfare dependents and/or current probation wards ages eighteen (18) to twenty-one (21) years, who have chosen to have an open case with a County of Orange Assigned Social Worker (ASW) and/or Deputy Probation Officer (DPO) providing case management services, may be admitted with ADMINISTRATOR's approval.

1.3 Emphasis will be placed upon meeting the needs of young adults/NMDs, hereinafter referred to as "PROGRAM PARTICIPANTS" that are challenged with achieving self-sufficiency and stability due to one (1) or more of the following risk factors. As such, services provided must be trauma-informed and align with the Youth Thrive framework and the California

ICPM:

1.3.1 History of substance use and/or abuse

1.3.2 History of behavioral health issues (i.e., psychiatric hospitalizations, prescribed psychotropic medications)

1.3.3 Multiple foster care placements

1.3.4 Previous and/or current juvenile justice involvement

1.3.5 No high school diploma or General Educational Development (GED)

1.3.6 Lack of family/social support network

1.3.7 Learning disabilities and/or other cognitive challenges

1.3.8 Little or no work experience

1.3.9 Pregnant or non-custodial parents

1.3.10 Physical challenges

2. DEFINITIONS

2.1 Assigned Social Worker (ASW): SSA employee assigned as the case-carrying social worker responsible for a NMD's placement and care.

2.2 Casey Life Skills Assessment: The assessment tool used before developing the Transitional Independent Living Plan (TILP) with the Young Adult on a six (6) months basis.

2.3 Case Manager: Employee of CONTRACTOR who is responsible for providing all of the case management duties for Young Adults in the program.

2.4 California Integrated Core Practice Model (ICPM): Provides guidance and standard of practice expected in serving children, youth, and families, and provides direction in the delivery of timely, effective, and collaborative services. Additionally, the ICPM helps create a culturally relevant and trauma-informed systems of care that strengthens the voice and choice of the child, youth, and family and builds consensus around their strengths and needs in service planning and delivery

2.5 Children and Family Services (CFS) Liaison: Senior Social Worker responsible for monitoring transitional housing programs.

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2.6 Deputy Probation Officer (DPO): County of Orange Deputy Probation Officer.

2.7 Extended Foster Care (EFC): The period of time that provides PROGRAM PARTICIPANTS or Program Applicants extended time as a non-minor dependent between eighteen (18) and twenty-one (21) years of age as defined in Subparagraph 2.18.

2.8 Harm-Reduction Model: Harm Reduction refers to policies, programs, and practices that aim to minimize negative health, social, and legal impacts associated with various human behaviors both legal and illegal – such as substance use behaviors, risky sexual behavior and human sex trafficking.

2.9 Independent Living Skills (ILS): CONTRACTOR's Independent Living Skills training program to support successful transition to adulthood. A program to help Young Adults formulate skills in attainment of educational goals, income maintenance, housing information, vocational goal achievement, daily living skills, and interpersonal skills. The ILS program is used to support, and in conjunction with the TILP.

2.10 Multidisciplinary Team: A team of individuals from diverse expertise that meet to review elements of the PROGRAM PARTICIPANT's case plan. The CONTRACTOR Case Manager may be responsible for initiating the multidisciplinary meeting. Multidisciplinary members may consist of the following: CONTRACTOR's Case Manager; Social Services Agency; Behavioral Health Services staff; educational provider when applicable; any other individual whose relevant expertise would benefit the multidisciplinary meeting.

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

2.12 One-Stop Centers: Employment-based facilities, established statewide, that integrate COUNTY and other service providers into single workforce centers which provide comprehensive career services and labor market information to PROGRAM PARTICIPANTS seeking jobs under various federal and state funded programs.

2.13 Parole Agent: A law enforcement officer who supervises offenders who have been released from incarceration.

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1 2.14 Remote Site: Placement where the participant lives in a single housing unit rented
2 or leased by the CONTRACTOR. The PROGRAM PARTICIPANT lives independently but still
3 receives regular supervision from the CONTRACTOR.

4 2.15 Single Site: Placement where the PROGRAM PARTICIPANT lives in an
5 apartment, condominium, or single-family dwelling, rented or leased by the CONTRACTOR, in
6 which one (1) or more adult employees of the CONTRACTOR is present on site twenty-four (24)
7 hours.

8 2.16 Transitional Independent Living Plan (TILP): A plan established by the ASW or
9 DPO in collaboration with the PROGRAM PARTICIPANT to develop and document meaningful
10 and attainable goals that will support the PROGRAM PARTICIPANT's transition to self-
11 sufficiency and independent living, and meet at least one (1) participation requirement for the
12 PROGRAM PARTICIPANT to remain eligible for EFC as defined in Subparagraph 2.7.

13 2.17 Transitional Housing Program-Plus (THP-Plus): THP-Plus is a program that has
14 been certified and approved by SSA to provide supervised transitional housing opportunities to
15 eligible young adults, ages twenty-one (21) through twenty-five (25), pursuant to Health and
16 Safety Code Section 1559.110 and 1559.115 and WIC 11400(r) and (s).

17 2.18 Transitional Housing Placement Program for Non-Minor Dependent (THPP-
18 NMD): THPP-NMD is a program that has been licensed by the California Department of Social
19 Services, Community Care Licensing Division to provide safe housing and supportive services to
20 NMDs, and assistance in developing needed skills to transition to independent living based on the
21 NMD's TILP and Needs and Service Plan.

22 2.19 Unauthorized Absence: An event when a PROGRAM PARTICIPANT's
23 whereabouts are unknown to ADMINISTRATOR and CONTRACTOR for fourteen (14) days or
24 more.

25 2.20 Workforce Innovation and Opportunity Act (WIOA) Service Providers: Providers
26 eligible to receive WIOA funds and who are approved to provide services for job seekers to access
27 employment, education, training, and support services and match employers with the skilled
28 workers.

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2 2.21 Youth Thrive: Center for the Study of Social Policy framework for advancing
3 healthy adolescent development and well-being organized around the protective and promotive
4 factors of knowledge of adolescent development, social connections, cognitive and
5 social/emotional competence, and concrete supports in times of need and resilience.

6 3. THP-PLUS COUNTY CERTIFICATION

7 3.1 Throughout the term of this Agreement, CONTRACTOR shall demonstrate the
8 capacity for compliance with WIC Sections 11403.2 and 16522.1, and Health and Safety Code
9 Section 1559.110 in order to maintain THP-Plus COUNTY Certification, which may also include
10 State approval. The aforementioned covers the following categories:

11 3.2 Eligibility

12 3.2.1 Non-discrimination.

13 3.2.2 Tenant rights (due process, free from arbitrary and capricious rules, right to
14 confidentiality, right to privacy, Participant - Contractor Contract).

15 3.2.3 Housing statutes (fair housing, housing laws and fire clearance).

16 3.2.4 Employee regulations (criminal background checks, employment criteria,
17 training program).

18 3.2.5 A monthly stipend provided to each PROGRAM PARTICIPANT in the
19 program.

20 3.2.6 Payment of utilities, telephone and rent.

21 3.2.7 Referrals to WIOA providers and One-Stop Centers for employment
22 training as well as other resources within the community.

23 4. PRINCIPLES

24 4.1 THP-Plus/THPP-NMD is grounded in the following four (4) key principles that
25 provide a framework for preparing PROGRAM PARTICIPANTS for independent living and self-
26 sufficiency:

27 4.1.1 Recognize that PROGRAM PARTICIPANTS are adults with all the legal
28 rights and responsibilities of adults.

1 4.1.2 Have program rules that are distinct from those that apply to minors
2 currently in the foster care.

3 4.1.3 Services must allow PROGRAM PARTICIPANTS the freedom to make
4 personal decisions, pursue personal interests and relationships, work towards achieving goals that
5 will prepare them for self-sufficiency, and as may occur, work through the consequences of poor
6 decisions.

7 4.1.4 Provide PROGRAM PARTICIPANTS with County-approved supportive
8 services related to post-secondary education (including academic and/or vocational training),
9 securing and maintaining employment, developing financial literacy skills, developing knowledge
10 of how to maintain one's physical and behavioral health, and establishing and maintaining
11 permanent connections with family and other important people.

12 4.2 CONTRACTOR shall ensure that the delivery of services is based on the following:

13 4.2.1 The provision of services shall be conducted in a manner sensitive to
14 literacy, language, and socio-cultural issues that may impact PROGRAM PARTICIPANTS;

15 4.2.2 Barriers relating to mental health and/or substance abuse issues shall be
16 identified and PROGRAM PARTICIPANTS shall be provided the appropriate referral as
17 described in Subparagraph 5.10.14 and Subparagraph 5.12 of this Exhibit A;

18 4.2.3 PROGRAM PARTICIPANTS shall be actively referred to needed services
19 and follow-up shall occur to ensure that the referral was successful;

20 4.2.4 Opportunities shall be maximized to provide integrated, coordinated and
21 easily accessible resources for PROGRAM PARTICIPANTS;

22 4.2.5 Services shall be community-based and provide integrated services that
23 coordinate federal, State, and community funding opportunities;

24 4.2.6 PROGRAM PARTICIPANT's strengths shall be identified, utilizing
25 motivational and strength-based techniques; and

26 4.2.7 Services shall be outcome-driven and identify indicators that accurately
27 reflect progress towards goals, strategies, and outcomes as stated in Paragraph 13 of this Exhibit
28 A.

1 5. SERVICES

2 CONTRACTOR shall:

3 5.1 Provide independent living support for up to twenty-four (24) cumulative months
4 and/or up to a total for thirty-six (36) months for approved PROGAM PARTICPANTS who meet
5 criteria (as otherwise authorized by federal and state regulations), to assist them in developing life
6 skills to successfully transition into adult life. The Transitional Residential Homes shall be based
7 on a single site model versus remote site model.

8 5.2 Provide twenty-four (24) hours per day, seven (7) days per week awake on-site
9 support and crisis intervention services. CONTRACTOR shall follow up with crisis intervention
10 services deemed appropriate, which may include a follow up meeting with the case manager or a
11 referral for counseling.

12 5.3 Follow all applicable THPP-NMD regulations, including CCR, Title 22, Division
13 6, Chapters 1 and 7 in the provision of services in this Agreement.

14 5.4 Referral Process

15 CONTRACTOR shall:

16 5.4.1 Provide evaluation for participation in THP-Plus/THPP-NMD services to
17 all PROGRAM PARTICIPANTS referred by ADMINISTRATOR.

18 5.4.2 Review COUNTY information prior to scheduling an interview with the
19 referred PROGRAM APPLICANT.

20 5.4.3 Contact PROGRAM APPLICANT to schedule an initial face-to-face
21 interview within three (3) business days of receipt of referral from ADMINISTRATOR.

22 5.4.4 Conduct the initial face-to-face intake interview within fourteen (14)
23 calendar days. CONTRACTOR shall provide an interview time and place that does not interfere
24 with the PROGRAM APPLICANT's employment, education, or training activity.

25 5.4.4.1 Discuss with ADMINISTRATOR the PROGRAM
26 APPLICANT's failure to participate in the interview process for the program if PROGRAM
27 APPLICANT misses ("no shows") for three (3) consecutive scheduled interview appointments.

28 5.4.5 Upon CONTRACTOR's completion of interview with PROGRAM

1 APPLICANT, CONTRACTOR will evaluate and notify ADMINISTRATOR within seven (7)
2 calendar days regarding the decision for admittance into the program.

3 5.4.6 Prior to refusal of PROGRAM APPLICANT's application, discuss and
4 identify with CFS Liaison any services that could be implemented in order for CONTRACTOR to
5 accept applicant within seven (7) calendar days of referral and/or interview.

6 5.4.7 If CONTRACTOR decides to deny PROGRAM APPLICANT's
7 application, the denial notice shall be given in writing to CFS Program Manager or CFS Program
8 Manager designee with specific details supporting the decision. CONTRACTOR shall review and
9 reconsider denial decisions if requested by CFS Program Manager/designee.

10 5.4.7.1 If application is denied and ADMINSTRATOR requests a
11 formal meeting to discuss applicant's ability to enter the program at a later time, CONTRACTOR
12 shall participate in this meeting with CFS Liaison, ASW, and others identified by
13 ADMINISTRATOR.

14 5.4.7.2 If application is denied and matter cannot be resolved as
15 referenced in Subparagraph 5.4.7.1, the following sequential steps shall apply:

16 5.4.7.2.1 Step 1 - Conference shall be held between the CFS
17 Program Manager and CONTRACTOR's Program Manager or
18 equivalent position.

19 5.4.7.2.2 Step 2 - Conference shall be held between the CFS
20 Deputy Director and CONTRATOR's Executive Officer or
21 equivalent position.

22 5.4.8 Return application to CFS Liaison for further housing options if applicant
23 has not moved in within fourteen (14) days after referral has been accepted.

24 5.4.9 Any PROGRAM APPLICANT that CONTRACTOR has determined to
25 accept into program, shall be discussed with CFS Liaison prior to intake. The decision to accept
26 the applicant must be made within seven (7) calendar days of PROGRAM APPLICANT's intake.

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1 5.5 Intake

2 CONTRACTOR shall:

3 5.5.1 Provide PROGRAM PARTICIPANT with CONTRACTOR's Participant-
4 Provider contract. The Participant-Provider contract shall include, but not be limited to, the
5 following:

6 5.5.1.1 Description of the Transitional Residential Home Services
7 program.

8 5.5.1.2 PROGRAM PARTICIPANT's rights and responsibilities.

9 5.5.1.3 What the PROGRAM PARTICIPANT can expect from their
10 Case Manager.

11 5.5.1.4 Expectations of the PROGRAM PARTICIPANT.

12 5.5.2 Address any questions or concerns from the PROGRAM PARTICIPANT
13 at this time. The Participant-Provider contract shall serve as the PROGRAM PARTICIPANT's
14 agreement to complete their TILP goals and work on meeting all program expectations.

15 5.5.3 Ensure PROGRAM PARTICIPANT has executed a written Waiver and
16 Release with the CFS Liaison prior to entering into THP-Plus/THPP-NMD at the Transitional
17 Residential Home. In said Waiver and Release, PROGRAM PARTICIPANT shall acknowledge
18 that they are voluntarily entering the program with the understanding that they will be waiving
19 some privacy and confidentiality rights otherwise guaranteed under federal and California law.
20 This voluntary Waiver and Release enables reports to be provided to ADMINISTRATOR
21 regarding PROGRAM PARTICIPANT's progress, will allow assessments of the Transitional
22 Residential Home Services to be undertaken, and will allow some restrictions to be placed upon
23 visitation by family and friends, as set forth in this Exhibit A.

24 5.5.4 Obtain all necessary release forms.

25 5.5.5 Upon entry to the program, work with PROGRAM PARTICIPANTS and
26 the Case Manager and/or CFS Liaison, ASW or DPO to clarify the appropriate resources to be
27 used in the event of a medical problem or medical emergency, as well as routine medical checkups
28 and preventative care.

1 5.6 High School Education Model/Plan

2 CONTRACTOR shall:

3 5.6.1 Ensure that PROGRAM PARTICIPANTS participate and show satisfactory
4 progress in educational classes to facilitate scheduled graduation/completion as described in their
5 TILPs.

6 5.6.2 Ensure that PROGRAM PARTICIPANTS attending school in a
7 traditional/comprehensive high school in order to obtain high school diploma will not be required
8 to meet the full constructive time hours.

9 5.7 Constructive Time Model/Plan

10 CONTRACTOR shall:

11 5.7.1 Provide PROGRAM PARTICIPANTS with basic skills training for
12 employment (e.g. learning and consistently demonstrating professional appearance and conduct),
13 referrals to internships and other demonstrable efforts within thirty (30) calendar days of
14 PROGRAM PARTICIPANTS entering the program.

15 5.7.2 Assist PROGRAM PARTICIPANTS with obtaining employment within
16 three (3) to six (6) months of entering the program. Job search activities shall include, but not be
17 limited to, PROGRAM PARTICIPANT waking early enough to get appropriately clothed and
18 groomed to job search and prepare for the rituals of employment, which shall be monitored daily
19 by the Case Manager.

20 5.7.3 Ensure that PROGRAM PARTICIPANTS are involved in thirty-two (32)
21 hours per week of constructive time. Constructive time includes:

22 5.7.3.1 Working;

23 5.7.3.2 Attending school;

24 5.7.3.3 Job training programs;

25 5.7.3.4 Treatment; and

26 5.7.3.5 Other rehabilitative services.

27 5.7.4 Count one (1) unit of school credit to be equivalent to three (3) hours of
28 constructive time.

5.7.5 Accompany and facilitate PROGRAM PARTICIPANT's linkage to the WIOA providers and One-Stop Centers or other employment programs, as directed by ADMINISTRATOR for employment and training.

5.8 Assessment and Training

CONTRACTOR shall:

5.8.1 Complete a vocational assessment, which includes an evaluation of employability; considers work history, employment knowledge, skills, and abilities; education; educational competency level; local labor market conditions; physical limitations and mental capacities.

5.8.2 Provide job readiness training that provides the PROGRAM PARTICIPANT with job seeking and interviewing skills, an understanding of employer expectations, and skills that enhance the PARTICIPANT's move to self-sufficiency.

5.8.3 Require all PROGRAM PARTICIPANTS to attend First Aid and CPR courses, as well as other noted safety courses.

5.9 Transitional Independent Living Plan (TILP) for Emancipated Young Adults

CONTRACTOR shall:

5.9.1 Develop a TILP with input from PROGRAM PARTICIPANT and the CFS Liaison upon acceptance into the program. The TILP shall include, but not be limited to, the following to support successful transition to self-sufficiency and independence:

5.9.1.1 Learning how to secure essential records such as identification card, birth certificate and social security card;

5.9.1.2 Development of basic life skills, including hygiene, personal responsibility, interpersonal skills, and communication skills;

5.9.1.3 Development of appropriate coping and problem-solving strategies; and

5.9.1.4 Address behavioral health needs.

5.9.2 If applicable, ensure the TILP shall include contingency elements relating to PROGRAM PARTICIPANT gaining custody of a child while residing in the THP-Plus/THPP-

1 NMD facility.

2 5.9.3 Develop and implement, within sixty (60) days of the commencement of
3 this Agreement, an incentive program/plan to motivate PROGRAM PARTICIPANTS to achieve
4 the goals as specified in their TILP.

5 5.9.4 Participate in and support efforts to re-establish relationships between
6 PROGRAM PARTICIPANT and their relatives, or non-relative extended family members, who
7 may serve as mentors or support persons.

8 5.9.5 Collaborate with the PROGRAM PARTICIPANT to develop a post-
9 secondary educational plan to pursue college or training to better prepare for their self-sufficiency,
10 as appropriate, and incorporate the plan into the TILP.

11 5.9.6 Support the PROGRAM PARTICIPANT in developing independent living
12 skills in order to meet the goals outlined in the TILP.

13 5.10 Case Management

14 CONTRACTOR shall:

15 Provide the following case management services at a ratio of one (1) Case Manager
16 per seven (7) PROGRAM PARTICIPANTS. The CONTRACTOR shall provide:

17 5.10.1 Referrals for behavioral health services (e.g., psychiatry, therapy and
18 support groups such as AA, NA, etc.), as appropriate for the PROGRAM PARTICIPANT's needs.

19 5.10.2 Ongoing educational advocacy and support, including linkages to foster
20 youth education support services with the goals of each PROGRAM PARTICIPANT obtaining a
21 High School diploma, GED certificate, or High School Proficiency certificate prior to completing
22 the THP-Plus/THPP-NMD program.

23 5.10.3 Assistance to PROGRAM PARTICIPANTS in developing the skills
24 necessary to establish and maintain positive, healthy, and meaningful relationships.

25 5.10.4 Assistance to PROGRAM PARTICIPANTS in maintaining a substance-
26 free lifestyle.

27 5.10.5 Ongoing support for PROGRAM PARTICIPANTS to develop and sustain
28 money management skills to facilitate self-sufficiency. Encourage PROGRAM PARTICIPANTS

1 to complete a County-approved financial management course.

2 5.10.6 Assistance to PROGRAM PARTICIPANTS to develop the life skills
3 necessary to secure and maintain permanent housing and employment.

4 5.10.7 A trauma-informed, strength-based coaching, mentoring model and
5 motivational interviewing approach with PROGRAM PARTICIPANTS, which has been identified
6 as an evidenced-based best practice such as by the California Evidence-Based Clearance house for
7 Child Welfare.

8 5.10.8 Training components on interpersonal relationships, intimate partner
9 violence, positive parenting, reproductive health education, personal safety, personal hygiene,
10 health issues, alcohol, substance use, emotional regulation, financial management, banking,
11 nutrition and cooking, shopping, behavioral health services, the law, and other topics as identified
12 by ADMINISTRATOR.

13 5.10.9 Monitoring and documentation of PROGRAM PARTICIPANT's
14 attendance and progress in accordance with THP-Plus/THPP-NMD policies and procedures. This
15 includes the use of attendance reports and monitoring PROGRAM PARTICIPANT's compliance
16 and progress in attaining their education and training goals.

17 5.10.10 Instructions to PROGRAM PARTICIPANTS on conflict resolution skills
18 by presenting them with problem-solving skills, principles of conflict resolution, the basics of
19 effective communication and listening, critical and creative thinking, with an emphasis on personal
20 responsibility and self-discipline.

21 5.10.11 Job readiness training and support including linkages to Workforce
22 Innovation and Opportunity Act partners, One-Stop Centers, Independent Living Services (ILS)
23 Contractors, mentor programs and other appropriate employment resources.

24 5.10.12 Evaluation and identification of any barriers to securing and maintaining
25 employment and providing referrals to PROGRAM PARTICIPANT to service providers in the
26 community to effectively address specific, identified challenges.

27 5.10.13 Facilitation and/or participation in outreach activities that may benefit
28 PROGRAM PARTICIPANT and their family.

1 5.10.14 Care coordination and advocacy for PROGRAM PARTICIPANT,
2 including all medical and non-medical care, referrals, resources, and support (including personal
3 care services, support networks, coordination of information and care).

4 5.10.15 When appropriate, provide a mentor to PROGRAM PARTICIPANTS
5 while participating in THP-Plus/THPP-NMD and for six (6) months after the PROGRAM
6 PARTICIPANT completes the program. PROGRAM PARTICIPANTS shall receive assistance
7 and support for interpersonal and social skills, and increase their awareness of resources available
8 to them in and around their community. Each mentor shall be carefully screened through a
9 criminal background check, child abuse index check, Department of Motor Vehicles clearance,
10 and two (2) references prior to having any contact with PROGRAM PARTICIPANTS.

11 5.10.16 Provide PROGRAM PARTICIPANT with a working onsite phone, which
12 can be restricted to local phone calls.

13 5.10.17 Facilitate PROGRAM PARTICIPANT's application for public benefits,
14 earned income tax credit, and other assistance programs/services, and participate in
15 multidisciplinary meetings, generate meeting notes, and follow up with any multidisciplinary
16 meeting action items.

17 5.10.18 Conduct a monthly case review conference with the CFS Liaison
18 concerning the status of each PROGRAM PARTICIPANT.

19 5.10.19 Coordinate a monthly community dinner which will serve as a support
20 group for PROGRAM PARTICIPANTS. Guest speakers shall include successful former foster
21 youth, professors, motivational and inspirational speakers, and subject matter experts in those areas
22 identified as necessary for increased self-sufficiency.

23 5.10.20 Assist PROGRAM PARTICIPANT leaving the program, including
24 locating and/or maintaining affordable housing.

25 5.10.21 Provide a secure, separate storage area for personal items for each
26 PROGRAM PARTICIPANT.

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5.11 After-Care Support

CONTRACTOR shall:

5.11.1 Provide after-care support for up to two (2) years after PROGRAM PARTICIPANT leaves the program including:

5.11.1.1 Monthly support groups.

5.11.1.2 Service referrals as needed or requested with follow up.

5.12 Behavioral Health Services

CONTRACTOR shall:

5.12.1 Provide crisis, individual, group and family therapy, and support services to PROGRAM PARTICIPANTS. These services will include, but are not limited to the following:

5.12.1.1 Conduct a monthly psycho-education workshop, ninety (90) minutes in duration, addressing the needs of the clients (e.g., healthy relationships, social skills, substance use, interview skills, etc.).

5.12.1.2 Conduct behavioral health assessments upon entry into the program and coordinate care with multidisciplinary team in an effort to engage PROGRAM PARTICIPANTS in their plan to develop greater self-sufficiency addressing those areas that present challenges to PROGRAM PARTICIPANT's ability to fully utilize the program and meet outcomes (e.g., challenges to maintaining employment, challenges to successfully completing their education, challenges to maintaining physical and behavioral health, etc.).

5.12.1.3 Develop a detailed plan as part of the TILP with each PROGRAM PARTICIPANT upon acceptance into the program, which addresses the behavioral health challenges that the PROGRAM PARTICIPANT might demonstrate (e.g., substance/alcohol use, maintain positive relationships, maintain a healthy life style, work a predetermined number of hours per week).

5.12.1.4 Maintain a caseload of up to fourteen (14) PROGRAM PARTICIPANTS per month depending on caseload intensity.

5.12.1.5 Participate in meetings, supervision and consultation as required.

5.12.1.6 Provide weekly ongoing communication and care coordination. Work closely with multidisciplinary teams that provide wraparound services, peer counseling, substance use counseling and psychiatric services.

5.12.1.7 Complete full intake and assessment with each new PROGRAM PARTICIPANT including a Mental Health Assessment, Health Insurance Portability and Accountability Act (HIPAA) and consent paperwork.

5.12.1.8 Evaluate for appropriate referrals to behavioral health programs.

6. PROGRAM POLICIES AND PROCEDURES

6.1 Emergencies Both On and Off the Campus

CONTRACTOR shall:

6.1.1 Pursuant to Subparagraph 11.6, report any emergency requiring immediate attention or assistance from resources such as police, fire, ambulance, SSA or Probation Department.

6.1.2 Ensure that each PROGRAM PARTICIPANT be required to find and post emergency telephone numbers for police, fire, ambulance, and SSA or Probation Department. These, along with the Case Manager's cell phone number, shall be posted next to each phone in the Transitional Residential Home.

6.1.3 Notify the CFS Liaison, ASW and the CFS Manager or designee verbally within twenty-four (24) hours of the emergency. CONTRACTOR's verbal report shall be followed by the submission of a written Special Incident Report described in Subparagraph 11.6.2 of this Exhibit A to ADMINISTRATOR.

6.1.4 In case of medical emergency, CONTRACTOR shall inform PROGRAM PARTICIPANT to notify CONTRACTOR as soon as possible.

6.1.5 Develop and implement a twenty-four (24) hours a day response plan to support the program with any emergency situations that arise and have one (1) person on-call twenty-four (24) hours a day to provide emergency support.

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6.2 Lending or Borrowing Money

CONTRACTOR shall:

6.2.1 Educate PROGRAM PARTICIPANTS about the risks of lending or borrowing money.

6.2.1.1 Neither CONTRACTOR nor CFS Liaison nor ASW shall assume responsibility for replacement or return of funds that PROGRAM PARTICIPANTS lend or borrow.

6.2.2 Inform each PROGRAM PARTICIPANT of the responsibility to pay all of their debts in a timely manner.

6.3 Budgeting and Payment of Bills

CONTRACTOR shall:

6.3.1 Assist PROGRAM PARTICIPANT with establishing and maintaining a monthly budget and a system of payment of bills for items such as utilities, telephone, rent and other bills. A late fee may be assessed on all rent not paid by a pre-established due date of the current month it is due.

6.3.2 Monitor PROGRAM PARTICIPANT on a weekly basis in order to educate PROGRAM PARTICIPANT on how to live on a fixed income and support PROGRAM PARTICIPANT with establishing and maintaining the knowledge, skills, and discipline necessary to do so on an ongoing basis.

6.3.3 Ensure that each PROGRAM PARTICIPANT shall be accountable for their budget and payment of bills as necessary.

6.4 Savings

CONTRACTOR shall:

6.4.1 Ensure that PROGRAM PARTICIPANTS deposit twenty-five percent (25%) of their income into their savings account to use after completion of the program. Income includes, but is not limited to, saving deposits by PROGRAM PARTICIPANTS, monies paid for rent, and any unspent stipends.

6.4.2 Have PROGRAM PARTICIPANTS establish accountability by turning in

copies of deposit slips, pay stubs, and bank statements to CONTRACTOR.

6.5 Pregnancy

CONTRACTOR shall:

6.5.1 Allow a pregnant PROGRAM PARTICIPANT to continue her involvement in the program as long as appropriate progress, with reasonable accommodations, is maintained toward education and employment goals.

6.5.2 Inform any PROGRAM PARTICIPANT that has or plans to have physical custody of a child, they must make arrangements to leave the program. The PROGRAM PARTICIPANT may be eligible to transfer to another THP-Plus/THPP-NMD facility that allows for parenting youth, contingent on the PROGRAM PARTICIPANT remaining eligible for THP-Plus/THPP-NMD services.

6.5.3 Transitional Residential Home at TFC is expressly not designed to accommodate custodial parents and minors. Transitional Residential Homes at TFC may assist in transferring a PROGRAM PARTICIPANT to a different program, but is not equipped or intended to house minors.

6.6 Discipline Policies

CONTRACTOR shall:

6.6.1 Behavioral consequences may be implemented by CONTRACTOR for PROGRAM PARTICIPANTS experiencing discipline problems which may include, but are not limited to:

6.6.1.1 Visitor restrictions.

6.6.1.2 More frequent meetings with CONTRACTOR's staff, CFS Liaison, ASW or other support staff to develop an intervention plan.

6.6.1.3 ADMINISTRATOR shall determine appropriate disciplinary action when behavioral consequences beyond standard interventions are required.

6.6.1.4 Termination from the program.

6.6.2 Inform PROGRAM PARTICIPANT that they may grieve any discipline imposed. CFS Liaison and CONTRACTOR shall attend a meeting with CFS Liaison and

PROGRAM PARTICIPANT to resolve issue.

6.7 Termination Policies

CONTRACTOR shall:

6.7.1 Ensure PROGRAM PARTICIPANTS receive written and verbal ground rules for termination from the program.

6.7.2 Inform PROGRAM PARTICIPANTS that they may be terminated from the program for the following reasons:

6.7.2.1 Continuous failure to follow program rules or agreements.

6.7.2.2 Involvement in illegal activities (e.g., theft, assault, selling/making of illegal substances, sexual exploitation activities etc.).

6.7.2.3 Malicious mischief or vandalism of property.

6.7.2.4 Making threats that rise to the level of law enforcement involvement toward staff or other PROGRAM PARTICIPANTS in the program.

6.7.2.5 Unauthorized absence from the program.

6.7.2.6 Committing arson or any other violation of the law.

6.7.2.7 Administrative termination where PROGRAM PARTICIPANT's services are suspended due to administrative action (i.e. court decision, etc.).

6.7.2.8 Any behavior or misconduct that seriously jeopardizes the program and/or anyone's immediate personal safety or success in the program, including his or her own and the immediate personal safety of anyone on the campus.

6.7.3 Follow the decision of the CFS Liaison or ASW regarding termination of PROGRAM PARTICIPANT from the program.

6.7.3.1 Notwithstanding any other provision of this Agreement, COUNTY may, in its sole discretion, require the removal, with or without stating cause, of any PROGRAM PARTICIPANT participating in THP-Plus/THPP-NMD at any time.

6.7.4 Not remove any PROGRAM PARTICIPANT from the Transitional Residential Home, except in an emergency as defined in Subparagraph 6.7.2.8 of Exhibit A of this Agreement, without prior authorization from PROGRAM PARTICIPANT's CFS Liaison or

1 ASW.

2 7. OTHER CONTRACTOR RESPONSIBILITIES

3 CONTRACTOR shall provide the following basic needs requirements:

4 7.1 Housing Allocation

5 7.1.1 On a monthly basis, CONTRACTOR shall allocate funds to provide
6 PROGRAM PARTICIPANT with housing, to include rent and utilities, transportation, purchase
7 of food, cleaning supplies, clothing, telephone and other necessities as set forth in Paragraph 16 of
8 this Exhibit A.

9 7.1.1.1 In the event that CONTRACTOR requires PROGRAM
10 PARTICIPANT to pay a portion of the rent, CONTRACTOR shall deposit PROGRAM
11 PARTICIPANT's contribution into a savings account to the satisfaction of PROGRAM
12 PARTICIPANT. PROGRAM PARTICIPANT's portion of the rent shall not exceed thirty percent
13 (30%) of PROGRAM PARTICIPANT's income.

14 7.1.1.2 CONTRACTOR shall maintain a stipend of a minimum of fifty
15 dollars (\$50) a month for each PROGRAM PARTICIPANT for household items, food and other
16 necessities.

17 7.2 Personal Needs

18 CONTRACTOR shall:

19 7.2.1 Provide groceries for meals and snacks that PROGRAM PARTICIPANTS
20 can prepare. Grocery shopping shall include participation by PROGRAM PARTICIPANTS.

21 7.2.2 Furnish personal care items including, but not limited to, toothpaste,
22 toothbrush, soap, hair care items and hygienic supplies. Personal items shall be the property of
23 each PROGRAM PARTICIPANT and shall be retained by PROGRAM PARTICIPANTS upon
24 ending participation.

25 7.2.3 Furnish sufficient number of clean, fresh towels, mattress pads, pillows,
26 sheets and blankets to ensure cleanliness and warmth.

27 7.2.4 Ensure that all PROGRAM PARTICIPANTS take their clothing with them
28 when participation ends. If this is not possible, all clothing shall immediately be stored separately

1 and securely for each individual PROGRAM PARTICIPANT by CONTRACTOR for a period of
2 thirty (30) days.

3 7.3 Safeguards for Cash Resources, Personal Property and Valuables

4 7.3.1 In accordance with CCR Section 80026, Division 6, Title 22,
5 CONTRACTOR shall assist each PROGRAM PARTICIPANT in keeping cash resources,
6 personal property and valuables separate and intact. CONTRACTOR shall maintain accurate
7 records of such resources.

8 7.3.2 In the event that PROGRAM PARTICIPANT is employed,
9 CONTRACTOR shall assist PROGRAM PARTICIPANT in setting up an interest bearing Federal
10 Deposit Insurance Corporation or Federal Savings and Loan Insurance Corporation savings
11 account to the satisfaction of PROGRAM PARTICIPANT.

12 7.3.3 PROGRAM PARTICIPANT's funds shall not be commingled with
13 CONTRACTOR's funds or petty cash and shall be released in full to PROGRAM PARTICIPANT
14 by CONTRACTOR upon exiting the Transitional Residential Home Services program.

15 7.3.4 All funds are to be released to the PROGRAM PARTICIPANT in the form
16 of a check less any charges for damages, repairs and/or late fees.

17 8. FACILITIES

18 CONTRACTOR shall:

19 8.1 Provide transitional residential services and accommodations for staff at:

20 Tustin Family Campus

21 8.2 Ensure that the Transitional Residential Home living units shall remain locked and
22 that PROGRAM PARTICIPANTS will be issued key cards so that they may enter or leave at any
23 time.

24 8.3 Maintain the Transitional Residential Home in a manner which shall ensure the
25 well-being, protection, health, safety, and comfort of each PROGRAM PARTICIPANT. Each
26 PROGRAM PARTICIPANT shall be afforded a reasonable degree of privacy.

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9. RESIDENTIAL GUIDELINES

9.1 Personal Safety Issues

CONTRACTOR shall:

9.1.1 Ensure that every PROGRAM PARTICIPANT is required to attend all safety courses provided by CONTRACTOR or ADMINISTRATOR.

9.1.2 Train PROGRAM PARTICIPANTS on how to demonstrate respectful and responsible behavior toward roommates, other PROGRAM PARTICIPANTS, CONTRACTOR's staff, and members of the community.

9.2 Weapons

CONTRACTOR shall:

9.2.1 Ensure no weapons of any kind (guns, knives, etc.) are allowed on the TFC premises, including the Transitional Residential Home or in the possession of any PROGRAM PARTICIPANT.

9.2.2 Comply with the "Special Incident Reporting Guidelines for Residential Facilities" developed by ADMINISTRATOR and the Probation Department, and referenced in Subparagraph 11.6, as it currently exists or may hereafter be amended.

9.3 Alcohol, Smoking/Vaping, and Other Drugs

CONTRACTOR shall:

9.3.1 Adopt a Harm-Reduction Model, as described in Subparagraph 2.8, and instruct PROGRAM PARTICIPANTS about responsible use of cigarettes and alcohol.

9.3.2 Inform PROGRAM PARTICIPANT that no controlled substances or alcohol are permitted on the TFC premises or in the Transitional Residential Home.

9.3.3 Inform PROGRAM PARTICIPANTS that they may not smoke/vape within twenty (20) feet from an exterior door of the TFC premises or Transitional Residential Home.

9.3.4 Inform PROGRAM PARTICIPANTS that being found either to be smoking in the Transitional Residential Home and/or in possession of controlled substances or alcohol (on themselves, in their belongings or in their bedroom) may subject them to a program violation and/or termination from the program at the discretion of CONTRACTOR and in conjunction with

1 the CFS Liaison, ASW or DPO, and CFS Manager. PROGRAM PARTICIPANT may also be
2 terminated if their guest brings the controlled substances or alcohol on to the TFC premises or into
3 the Transitional Residential Home. Each case shall be individually assessed.

4 9.3.5 Consult with ADMINISTRATOR on a case-by-case basis to determine if
5 the offense requires another approach or an acceleration of the consequences.

6 9.4 Visitors

7 CONTRACTOR shall:

8 9.4.1 Enforce visitation hours as developed by CONTRACTOR and approved by
9 ADMINISTRATOR.

10 9.4.2 Inform PROGRAM PARTICIPANT that they shall be held accountable for
11 any problems and/or damage caused by his or her visitors. CONTRACTOR shall monitor the
12 behavior of the visitor, and the visitor shall be asked to leave if they act inappropriately.

13 9.4.3 Report to ADMINISTRATOR any visitors in possession of or under the
14 influence of controlled substances and/or alcohol, which are not allowed into the TFC facility.

15 9.4.4 Report any problems concerning a visitor immediately to the Case Manager
16 or Program Supervisor.

17 9.4.5 Ensure that no unauthorized persons are allowed into the Transitional
18 Residential Home at any time. CONTRACTOR shall inform PROGRAM PARTICIPANT that
19 allowing an unauthorized person into a Transitional Residential Home may result in PROGRAM
20 PARTICIPANT's termination from the program.

21 9.5 Residence Care and Cleanliness

22 CONTRACTOR shall:

23 9.5.1 Ensure that each PROGRAM PARTICIPANT be responsible for keeping
24 the residence clean on a daily basis and do his/her own laundry.

25 9.5.2 Ensure that each bedroom within the Transitional Residential Home is
26 subject to weekly unannounced inspection by CONTRACTOR. The inspection may include a
27 visual check on cleanliness and a search for any prohibited items.

28 9.5.3 Ensure that each bedroom shall be evaluated on cleanliness, tidiness,

compliance with visitor regulations, and any other aspect as related to the regulations of the program. Special incentives may be given for the cleanest bedroom at the end of each month.

9.5.4 Create and implement methods to keep the bedroom and common living area clean and safe, including, but not limited to:

9.5.4.1 Dusting;

9.5.4.2 Vacuuming;

9.5.4.3 Cleaning dishes;

9.5.4.4 Making the bed;

9.5.4.5 Respecting others in terms of material displayed within the Transitional Residential Home;

9.5.4.6 Unplugging electrical items and small appliances (i.e., iron, toaster, curling iron, etc.); and

9.5.4.7 Informing CONTRACTOR's staff if something in the Transitional Residential Home breaks or requires repair/maintenance.

9.6 Furnishings

9.6.1 Prior to PROGRAM PARTICIPANT moving into the Transitional Residential Home, the CONTRACTOR's Case Manager shall ensure the appropriate furniture, beddings, and household items are in order.

9.7 Decorating

9.7.1 CONTRACTOR shall instruct PROGRAM PARTICIPANT to obtain the permission of the Case Manager before decorating their room and that all décor must be appropriate and must not contain, for example, obscenities, vulgar content, and/or gang-related material.

9.8 Property

CONTRACTOR shall:

9.8.1 Inform PROGRAM PARTICIPANT that deliberate and negligent destruction of property, which includes physical damage to the Transitional Residential Home, shall not be tolerated, including marking on walls and intentional damage to another person's

1 belongings, etc.

2 9.8.2 Inform PROGRAM PARTICIPANT that deliberately and negligently
3 damaging property may result in termination from the program and be required to pay for damages.

4 9.9 Noise Level

5 9.9.1 CONTRACTOR shall Ensure that each PROGRAM PARTICIPANT keeps
6 noise levels from television or radio equipment and electronic media (to include computers,
7 smartphones, etc.) at a reasonable level.

8 9.10 Vehicles

9 CONTRACTOR shall:

10 9.10.1 Inform each PROGRAM PARTICIPANT that they must have a valid
11 driver's license, current registration, proof of insurance, and maintain insurance in order to drive a
12 vehicle.

13 9.10.2 Inform each PROGRAM PARTICIPANT that failure to follow these
14 vehicle rules shall be grounds for termination from the program.

15 9.11 Use of Utilities and Telephone

16 CONTRACTOR shall:

17 9.11.1 Supply PROGRAM PARTICIPANTS with utilities, including water,
18 electricity, and heating.

19 9.11.2 Orient PROGRAM PARTICIPANTS to proper usage and functioning of
20 said utilities, including how to turn off water, gas, and electricity in case of an emergency.

21 9.11.3 Ensure that PROGRAM PARTICIPANTS do not use these resources in
22 excess, as doing so may present a safety risk (e.g., leaving water running and flooding the
23 residence).

24 10. COUNTY RESPONSIBILITIES

25 ADMINISTRATOR shall:

26 10.1 Determine eligibility of PROGRAM PARTICIPANTS and refer eligible
27 PROGRAM PARTICIPANTS to the CONTRACTOR.

28 10.2 Provide consultation and technical assistance and will monitor performance of

1 CONTRACTOR in meeting the terms of this Agreement.

2 10.3 Provide assistance with emergencies pursuant to guidelines or policies established
3 for the THP-Plus/THPP-NMD program at the TFC as described in Subparagraph 11.8 of this
4 Exhibit A.

5 11. REPORTING REQUIREMENTS

6 11.1 Intake Summary

7 11.1.1 CONTRACTOR shall prepare an Intake Summary on each PROGRAM
8 PARTICIPANT to be maintained in the PROGRAM PARTICIPANT's case file. The Intake
9 Summary shall include, but not be limited to, identification of PROGRAM PARTICIPANT's
10 strengths; medical and dental needs; psychological/psychiatric evaluations obtained; case staffing
11 review summaries; education assessments; peer adjustment; relationship to staff; involvement in
12 recreation programs; behavioral challenges; and involvement/relationship with parents, relatives,
13 and significant others. The collected information shall be used to aid in proper resource referrals
14 for PROGRAM PARTICIPANT and provide data for ADMINISTRATOR and/or Probation
15 Department.

16 11.1.2 The Intake Summary shall be completed by CONTRACTOR within thirty
17 (30) days of PROGRAM PARTICIPANT's start in the THP-Plus/THPP-NMD program at the
18 TFC.

19 11.2 Needs and Service Plan

20 11.2.1.1 CONTRACTOR shall develop a Needs and Service Plan in
21 partnership with all PROGRAM PARTICIPANT's treatment providers, including the CFS
22 Liaison, ASW, and DPO or Parole Agent.

23 11.2.1.2 The Needs and Service Plan for each PROGRAM
24 PARTICIPANT shall identify the PROGRAM PARTICIPANT's service requirements and
25 services required to address the requirements.

26 11.2.1.3 The Needs and Service Plan shall be completed within thirty
27 (30) calendar days of the PROGRAM PARTICIPANT's start in the THP-Plus/THPP-NMD
28 program at the TFC.

1 11.3 Monthly Evaluation

2 CONTRACTOR shall submit monthly written evaluations on each PROGRAM
3 PARTICIPANT to the CFS Liaison, ASW, ADMINISTRATOR, DPO, or Parole Agent, to be
4 submitted within seven (7) calendar days following the monthly reporting period. The reports will
5 be submitted in the format approved by ADMINISTRATOR. Evaluations shall include, but not
6 be limited to:

7 11.3.1 Progress of the seven (7) focus areas addressed in Subparagraph 12.3 of this
8 Exhibit A.

9 11.3.2 Progress toward accomplishing long-range goal(s), short-term objectives,
10 and tasks.

11 11.3.3 Identification of PROGRAM PARTICIPANT's unmet needs, assessment
12 of unmet needs and efforts made to meet these needs.

13 11.3.4 Reassessment of PROGRAM PARTICIPANT's adjustment to the THP-
14 Plus/THPP-NMD program.

15 11.3.5 Current status of PROGRAM PARTICIPANT's physical and psychological
16 health. A report of medical care received and medication given (prescribed and/or medication
17 compliance as known to the staff).

18 11.3.6 Modification of PROGRAM PARTICIPANT's TILP, as necessary.

19 11.3.7 A record of any serious behavioral problems and how these problems
20 were/are being treated, as well as PROGRAM PARTICIPANT's response(s).

21 11.3.8 A record of conferences and visits, the contacts with relatives and friends,
22 and any significant others as it relates to permanency connections.

23 11.3.9 CONTRACTOR shall also make available to PROGRAM
24 PARTICIPANT's CFS Liaison or ASW, copies of any pertinent information such as school
25 reports, medical reports and psychological/psychiatric reports as completed.

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1 11.4 Quarterly Performance Report

2 CONTRACTOR shall provide a quarterly report of PROGRAM PARTICIPANT's
3 performance relative to their goals, strategies and outcomes identified in Paragraph 13 of this
4 Exhibit A. Report shall be submitted to the CFS Liaison in a format approved by SSA.

5 11.5 Termination Summary

6 CONTRACTOR shall include a closing summary of all issues regularly reported in
7 the monthly evaluation, including records relating to treatment of the PROGRAM
8 PARTICIPANT, any monies (i.e., savings) owed to PROGRAM PARTICIPANT, and an
9 inventory of PROGRAM PARTICIPANT's personal belongings and clothing. CONTRACTOR
10 shall require PROGRAM PARTICIPANT to sign the Termination Summary in agreement for the
11 identification of personal belongings, monies, and clothing taken from the facility.

12 11.6 Serious Illness, Accident/Injury, Hospitalization or Death

13 11.6.1 CONTRACTOR shall immediately notify ADMINISTRATOR by
14 telephone (voicemail is acceptable) upon becoming aware of any serious illness, accident/injury,
15 hospitalization or death of any PROGRAM PARTICIPANT in CONTRACTOR's care. This
16 verbal report shall be followed by a written Special Incident Report form, provided by
17 ADMINISTRATOR, within twenty-four (24) hours after such serious illness, accident/injury,
18 hospitalization or death.

19 11.6.2 The verbal and written report shall include, but not be limited to:

20 11.6.2.1 The name of PROGRAM PARTICIPANT and date of birth;

21 11.6.2.2 The date, time, and location of serious illness, accident/injury,
22 hospitalization or death;

23 11.6.2.3 The program under which PROGRAM PARTICIPANT was
24 receiving treatment; and

25 11.6.2.4 The name or names of each person involved (first and last name)
26 with knowledge of the event and their role-relationship to PROGRAM PARTICIPANT and
27 summary of the circumstances thereof.

28 11.6.2.5 CONTRACTOR shall comply with the "Special Incident

1 Reporting Guidelines for Residential Facilities" developed by ADMINISTRATOR and the
2 Probation Department, and referenced in Subparagraph 11.8, as it currently exists or may hereafter
3 be amended.

4 11.7 Absence

5 11.7.1 CONTRACTOR shall consult with the CFS Liaison, ASW, DPO or Parole
6 Agent if a PROGRAM PARTICIPANT's whereabouts are unknown for longer than twenty-four
7 (24) hours.

8 11.7.2 CONTRACTOR shall require PROGRAM PARTICIPANTS to consult
9 with CONTRACTOR if the PROGRAM PARTICIPANT anticipates being absent from the
10 program for longer than twenty-four (24) hours.

11 11.7.3 CONTRACTOR shall immediately telephone and consult with the CFS
12 Liaison, ASW, DPO or Parole Agent upon learning of a PROGRAM PARTICIPANT's plans to
13 be absent for longer than twenty-four (24) hours. The CFS Liaison, ASW, DPO or Parole Agent
14 will receive written notification from CONTRACTOR within twenty-four (24) hours thereafter.

15 11.7.4 If the PROGRAM PARTICIPANT is absent for longer than twenty-four
16 (24) hours without consulting CONTRACTOR and the PROGRAM PARTICIPANT later returns
17 to the program, CONTRACTOR shall provide an evaluation for PROGRAM PARTICIPANT
18 emphasizing the significance of their absence following the PROGRAM PARTICIPANT's return.
19 All discussion resulting from the evaluation will be documented in PROGRAM PARTICIPANT's
20 record.

21 11.7.5 CONTRACTOR shall maintain records of absences longer than twenty-four
22 (24) hours in PROGRAM PARTICIPANT's record.

23 11.8 Special Incidents

24 11.8.1 CONTRACTOR shall immediately telephone CFS Liaison and the CFS
25 Manager or designee, if any of the following occurs:

26 11.8.2 Any behavior or activities by any PROGRAM PARTICIPANT which
27 substantially disrupts activities within the Transitional Residential Home and/or TFC facility and
28 jeopardizes the status, safety, and health of him/herself or other PROGRAM PARTICIPANTS;

11.8.2.1 Any behavior or activities by staff while on duty which substantially disrupts activities within the Transitional Residential Home and jeopardizes the status, safety or health of PROGRAM PARTICIPANTS;

11.8.2.2 Any other behavior or activity by PROGRAM PARTICIPANT or staff not listed above, which is required to be reported to COUNTY.

11.8.2.3 This verbal report shall be followed by the submission of a Special Incident Report as described in Subparagraph 11.8 of this Exhibit A, via facsimile, to CFS Liaison, and within two (2) calendar days of the incident, via the CFS Special Incident Report Fax line at (714) 940-3993 and Probation Department fax (714) 935-7725.

11.9 Resident Population

CONTRACTOR shall:

11.9.1 Report statistical data regarding its resident population as requested by ADMINISTRATOR.

11.9.2 Provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

11.9.3 Maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs or other data relating to this Agreement as may be requested by ADMINISTRATOR, on a form approved by ADMINISTRATOR.

12. ASSESSMENT/OUTCOME AND EVALUATION

12.1 Upon acceptance into THP-Plus/THPP-NMD, CONTRACTOR shall ensure that each PROGRAM PARTICIPANT is evaluated using an assessment tool as prescribed by the CFS Liaison.

12.2 CONTRACTOR shall track and evaluate PROGRAM PARTICIPANT's progress on a monthly basis measuring the following seven (7) key focus areas as outcomes to determine individual program effectiveness using COUNTY approved web-based database.

12.3 ADMINISTRATOR will provide CONTRACTOR with initial training in the use of COUNTY approved web-based database as necessary to comply with the requirements of this

1 Agreement. The COUNTY approved categories related to the initial training shall include, but not
2 be limited to the following:

3 12.3.1 K-12 Education;

4 12.3.2 Post-secondary education and training;

5 12.3.3 Housing;

6 12.3.4 Employment and career development;

7 12.3.5 Financial literacy and competency;

8 12.3.6 Personal/social asset development; and

9 12.3.7 Young adult and family permanence.

10 12.4 Contractor shall track and evaluate the success of PROGRAM PARTICIPANTS
11 every six (6) months for two (2) years post-completion of the program using the Casey Life Skills
12 Assessment and/or other Administrator-approved assessment instrument by asking PROGRAM
13 PARTICIPANTS to answer questions regarding the seven (7) key focus areas listed in
14 Subparagraph 12.3 of this Exhibit A.

15 12.5 Contractor shall offer incentives to PROGRAM PARTICIPANTS to participate in
16 the post-evaluation. Incentives will be mutually determined by CONTRACTOR and
17 ADMINISTRATOR or Probation Department.

18 13. GOALS, STRATEGIES AND OUTCOMES

19 13.1 CONTRACTOR shall support the goals of THP-Plus/THPP-NMD, which is to
20 assist PROGRAM PARTICIPANTS in developing skills, setting goals, and achieving outcomes
21 that will enable them in becoming self-sufficient adults; and reduce the risk of homelessness by
22 assisting PROGRAM PARTICIPANTS in obtaining stable housing that will integrate them into
23 the community.

24 13.2 CONTRACTOR shall implement the strategies of THP-Plus/THPP-NMD, which
25 includes developing appropriate services, resources, and a supportive environment; engaging
26 PROGRAM PARTICIPANTS in job development/training, education, personal permanency, and
27 financial awareness; and developing appropriate opportunities to learn and build the structure
28 required to live independently.

1 13.3 CONTRACTOR shall achieve the following outcomes during the term of this
2 Agreement:

3 13.3.1 Eighty percent (80%) of PROGRAM PARTICIPANTS will complete a
4 COUNTY-approved vocational assessment and attend a job readiness training.

5 13.3.2 Eighty percent (80%) of PROGRAM PARTICIPANTS will attain the
6 educational goals outlined in their TILP as established upon entering the program.

7 13.3.3 Fifty percent (50%) of PROGRAM PARTICIPANTS will obtain and retain
8 employment for a minimum of ninety (90) days.

9 13.3.4 Eighty percent (80%) of PROGRAM PARTICIPANTS will establish a
10 permanent personal connection (i.e., family, non-related friend, mentor).

11 13.3.5 Eighty-five percent (85%) of PROGRAM PARTICIPANTS, after the initial
12 six (6) months of participation in program, will have developed and put into a savings account
13 twenty-five percent (25%) of their net income on an ongoing basis. Net income shall be defined
14 as the final amount of any earned income after all deductions, including, but not limited to, payroll
15 taxes and employee benefits. Savings includes, but is not limited to, deposits by PROGRAM
16 PATICIPANTS, monies paid for rent and any unspent stipends.

17 13.3.6 Eighty percent (80%) of PROGRAM PARTICIPANTS with planned exits
18 will obtain secure permanent affordable housing outcomes (i.e., transition from THP-Plus/THPP-
19 NMD at TFC to a THP-Plus apartment, shared housing with friend or family (not overcrowded),
20 self-leased apartment (shared or not)).

21 13.3.7 Eighty percent (80%) of PROGRAM PARTICIPANTS shall pay their rent
22 on time each month.

23 13.4 ADMINISTRATOR may, in its sole discretion, require changes to the outcomes
24 stated in Subparagraph 13.3 of this Exhibit A, in accordance with any changes in law and/or State
25 policy or regulation.

26 14. CASE RECORDS

27 14.1 CONTRACTOR shall maintain physical case records (hard copies) for each
28 PROGRAM PARTICIPANT. The content of the physical case records must be in a format

1 approved by ADMINISTRATOR and shall contain any documentation not included in the
2 COUNTY-approved web-based information system.

3 14.2 Information in case records shall be treated as confidential by CONTRACTOR and
4 released only to ADMINISTRATOR as required, or to others upon approval of
5 ADMINISTRATOR.

6 14.3 CONTRACTOR shall accurately maintain and update the case narrative in a timely
7 fashion whenever there is contact with PROGRAM PARTICIPANT.

8 14.4 Items in the physical case records may include, but are not limited to, the following:

9 14.4.1 The TILP and THP-Plus/THPP-NMD Plan and amendments.

10 14.4.2 Placement agreement.

11 14.4.3 Intake Summary.

12 14.4.4 Needs and Services Plan and updates.

13 14.4.5 Social history and family connections.

14 14.4.6 Documentation of all services provided, including contacts with and on
15 behalf of PROGRAM PARTICIPANT and general observations.

16 14.4.7 Documentation of community organizations working with the PROGRAM
17 PARTICIPANT.

18 14.4.8 Documentation of hours of participation and constructive time.

19 14.4.9 Documentation of correction plans and disciplinary actions.

20 14.4.10 School Attendance and progress reports.

21 14.4.11 Employment information, documentation in earnings, and employment
22 retention tracking.

23 14.4.12 Authorization release forms.

24 14.4.13 Documentation of language needs and how they were resolved, as
25 applicable.

26 14.4.14 Copies of rights and responsibilities and other forms and documents
27 required in program procedures.

28 14.4.15 Medical verifications, as applicable.

14.4.16 Monthly Evaluations.

14.4.17 Quarterly Performance report.

14.4.18 PROGRAM PARTICIPANT's financial information, including revenues and disbursements for clothing and material provided by COUNTY and signed for by PROGRAM PARTICIPANT; wages and other incomes; and allowances received by and signed for by PROGRAM PARTICIPANT.

14.4.19 Progress notes, school performance, and employment attainment and progress.

14.4.20 County Special Incident Reports.

14.4.21 Clinical notes on services provided by treatment professionals.

14.4.22 Medical/dental records of visits/treatment.

14.4.23 Termination Summary.

14.5 Upon termination of PROGRAM PARTICIPANT's participation, CONTRACTOR shall return all original records furnished by COUNTY to CFS Liaison, ASW, or DPO, upon request, within thirty (30) days after PROGRAM PARTICIPANT's termination.

15. CONTRACTOR'S STAFF TRAINING AND MEETINGS

15.1 CONTRACTOR shall attend initial training conducted by COUNTY staff with respect to CFS regulations and COUNTY policies and procedures. CONTRACTOR shall be required to attend any additional training(s) that COUNTY determines to be mandatory. CONTRACTOR shall conduct subsequent training(s) for its staff.

15.2 CONTRACTOR shall attend all mandated meetings and the following meetings scheduled by ADMINISTRATOR:

15.3 Case Review Conferences

15.3.1 CONTRACTOR shall conduct at minimum, one (1) monthly Case Review Conference to present and review the progress of participating PROGRAM PARTICIPANTS and services provided to PROGRAM PARTICIPANTS with CONTRACTOR's direct service staff, CFS Liaison, ASW and supervisors and/or ADMINISTRATOR. Topics to be discussed may include, but are not limited to, PROGRAM PARTICIPANTS' dynamics, case challenges,

successful strategies for service delivery, resources utilized, and outcomes.

15.3.2 CONTRACTOR agrees that all CONTRACTOR's direct staff shall attend these meetings. ADMINISTRATOR may attend CONTRACTOR's Case Review Conference meetings on a quarterly basis, with CONTRACTOR's staff, to provide consultation and assistance in monitoring and determining the focus of the programmatic services provided under this Agreement.

15.4 Transitional Housing Program Contractors Meeting

15.4.1 CONTRACTOR's Program Coordinator and Assistant Coordinator shall attend monthly Contractors meetings.

16. BUDGET

16.1 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

LINE ITEMS

| | |
|--|-------------|
| Administrative Costs ⁽¹⁾ | \$2,515.00 |
| Service Costs ⁽²⁾ | \$790.00 |
| Housing Expenses ⁽³⁾ | \$650.00 |
| Monthly Allowance for Household Items ⁽⁴⁾ | <u>\$50</u> |
| Maximum Monthly Obligation per PROGRAM | \$4,005 |

PARTICIPANT

⁽¹⁾ Administrative Cost to include salaries, operating expenses, equipment and other related costs.

⁽²⁾ Service Costs to include direct services staffs' salaries and benefits.

⁽³⁾ Housing Expenses to include rent and utilities.

⁽⁴⁾ Monthly Allowance for Household Items to include transportation, food, cleaning supplies, clothing, and telephone.

16.2 CONTRACTOR shall have the flexibility to allocate funds for Administrative Cost, Service Costs, Housing Expenses and Monthly Allowance for Household Items based on the needs

of PROGRAM PARTICIPANTS.

16.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of Full Time Equivalent (FTE) positions as stated in Paragraph 16 and Paragraph 22 of this Exhibit A or reducing the level of service to be provided by CONTRACTOR.

17. MEDICAL COSTS

17.1 CONTRACTOR shall coordinate each PROGRAM PARTICIPANT's Medi-Cal eligibility. In absence of Medi-Cal, CONTRACTOR shall coordinate with community resources for alternate free treatment (i.e., HCA/Medical Services for the Indigent or free clinics).

17.1.1 It is anticipated that any medical costs for PROGRAM PARTICIPANTS under twenty-six (26) years of age shall be paid by the State Medi-Cal program during such periods as PROGRAM PARTICIPANT is eligible for health care services under that program.

17.2 If PROGRAM PARTICIPANT under the age of twenty-one (21), is ineligible for Medi-Cal services, CONTRACTOR shall notify CFS Liaison, ASW, or DPO and specify the medical treatment needed and approximate cost.

18. HANDLING COMPLAINTS

18.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving, investigating and responding to provider and PROGRAM PARTICIPANT's complaints, including Civil Rights complaints, requests for COUNTY reviews, negative comments and other complaints relating to the TFC.

18.2 CONTRACTOR shall maintain a log for identification and response to PROGRAM PARTICIPANTS' complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Responses to complaints shall occur within two (2) business days.

18.3 For Civil Rights complaints, refer to Subparagraph 10.4.2 of this Agreement.

18.4 CONTRACTOR shall identify issues with potential legal implications, and review any such cases with designated COUNTY staff prior to responding to the complaints.

18.5 CONTRACTOR shall provide to the COUNTY, in a form approved by the

COUNTY, information pertaining to complaints, as well as CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint. CONTRACTOR shall provide a summary of all complaints and/or negative comments as prescribed and on a format approved by COUNTY. Complaints include, but are not limited to, complaints from PROGRAM PARTICIPANTS other contract service providers, community organizations, and the public.

19. QUALITY CONTROL

19.1 During the term of this Agreement, CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by COUNTY, to monitor the level of program service and quality. The Quality Control Plan shall be updated and resubmitted for COUNTY approval when changes occur. The Quality Control Plan shall include, but not be limited to, the following:

19.2 The method for ensuring the services, deliverables, and requirements defined in this Agreement are being provided at or above the COUNTY's level of quality;

19.3 The method for assuring that the professional staff rendering services under the Agreement have the necessary qualifications;

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

19.5 The method for providing COUNTY with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems;

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

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

19.8 Maintenance of a file of all inspections conducted by CONTRACTOR and, if necessary, the corrective action taken.

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1 20. BUSINESS CONTINUITY PLAN

2 20.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that
3 identifies how CONTRACTOR will continue to provide services after a business interruption,
4 including, but not limited to, a strike by CONTRACTOR's employees or a natural disaster. The
5 BCP will include a Disaster Preparedness and Response Plan and will be submitted to COUNTY
6 within thirty (30) days of the commencement of this Agreement. The BCP shall be reviewed,
7 updated, and resubmitted to COUNTY as changes occur.

8 20.2 The Disaster Preparedness and Response Plan shall include, but not be limited to,
9 the following:

10 20.2.1 Evacuation protocols and procedures that include CONTRACTOR's
11 responsibility for the safety, relocation, and tracking of all PROGRAM PARTICIPANTS in its
12 care during any disaster event.

13 20.2.2 Notification to be made to ADMINISTRATOR with regard to participants'
14 welfare, including the provision of on-site emergency contact information.

15 20.2.3 Provisions for maintaining court-ordered services during a disaster.

16 20.2.4 Protection and recovery of participants' records.

17 20.2.5 Provision of crisis-response services to participants such as crisis
18 counseling, medical needs, both through the provision of prescribed medications, or through the
19 provision of emergency medical services.

20 20.2.6 Disaster response training for staff.

21 20.2.7 Maintenance and review of plan at regular intervals.

22 21. CONTRACTOR PERFORMANCE MONITORING AND UTILIZATION REVIEWS

23 21.1 The CONTRACTOR's performance will be monitored and reviewed by
24 ADMINISTRATOR who will conduct reviews as part of an ongoing evaluation of the
25 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in
26 providing the information necessary for performance monitoring.

27 21.2 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually
28 to review and evaluate a random selection of current and past PROGRAM PARTICIPANTS' case

1 records. The review may include, but is not limited to, an evaluation of the appropriateness of
2 services provided. ADMINISTRATOR will conduct the Utilization Review (UR) at
3 CONTRACTOR's facility referenced in Paragraph 8 of this Exhibit A, with date and time
4 determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or
5 written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of
6 the UR and take corrective action accordingly.

7 21.3 When it is determined that services were not performed in accordance with this
8 Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require
9 a corrective action plan. CONTRACTOR shall, within the time period specified in any such
10 corrective action plan, remedy the performance defects.

11 21.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
12 information necessary for performance monitoring, and with authorized state or federal
13 representatives who may audit program services.

14 21.5 Performance evaluation meetings will be conducted as deemed necessary by
15 ADMINISTRATOR.

16 22. STAFF

17 22.1 CONTRACTOR shall ensure that all direct service positions are required to have
18 the ability to speak, read and write in English, and in the specified language, (i.e. Spanish or
19 Vietnamese) in which services are to be delivered. At a minimum, CONTRACTOR shall provide
20 translation services for all languages as needed to ensure all participants are provided services in
21 the language they speak. Additionally, all direct services staff shall have the ability to prepare
22 clear, complete and concise reports in English.

23 22.2 CONTRACTOR's direct service staff shall not live on the site, but will use the
24 office space that is available.

25 22.3 CONTRACTOR's staff shall respect the culture of each PROGRAM
26 PARTICIPANT served and ensure staff are responsive in line with ICPM, as described in
27 Subparagraph 2.4 of this Exhibit A.

28 22.4 Case Manager staff shall be available on a twenty-four (24) hours basis for crisis

1 intervention and support, which shall include providing each PROGRAM PARTICIPANT with a
2 twenty-four (24) hour emergency telephone number to assist PROGRAM PARTICIPANT in
3 living independently.

4 22.5 CONTRACTOR shall provide direct service staff with a minimum of one (1) hour
5 of individual supervision per week, four (4) hours of group supervision per month, and ensure that
6 they complete six (6) hours of training per quarter in child abuse and adolescent issues and other
7 topics related to program delivery (e.g., human development, substance use, reproductive health,
8 etc.).

9 22.6 CONTRACTOR shall provide ongoing staff training and assistance to its staff to
10 ensure that all assignments are effectively handled.

11 22.7 CONTRACTOR shall provide staff training in understanding cultural differences
12 among PROGRAM PARTICIPANTS to ensure that staff recognizes and effectively intervenes to
13 overcome any language and/or cultural barriers to employment that may be evident.

14 22.8 CONTRACTOR shall provide a training program designed to educate employees
15 who work directly with PROGRAM PARTICIPANTS about the characteristics of THP-
16 Plus/THPP-NMD participants. The training shall be designed to ensure that these employees are
17 able to adequately support and counsel PROGRAM PARTICIPANTS and provide them with ILS
18 training.

19 22.9 CONTRACTOR shall employ staff that serve as role models and support to
20 PROGRAM PARTICIPANTS.

21 22.10 CONTRACTOR shall maintain a log of in-house training activities and
22 participants. This log shall be made available to the ADMINISTRATOR upon request.

23 22.11 CONTRACTOR shall provide the following described FTE staff positions:

24 22.11.1 Program Supervisor - One (1.0) FTE

25 Duties:

26 22.11.1.1 Recruit, hire and train staff.

27 22.11.1.2 Conduct interview and screening of referred PROGRAM
28 PARTICIPANT.

22.11.1.3 Provide weekly and monthly supervision,

22.11.1.4 Conduct ongoing staff evaluations.

22.11.1.5 Submit all reports as requested by ADMINISTRATOR.

22.11.1.6 Be on-call twenty-four (24) hours a day.

22.11.1.7 Maintain collaborative relationships with outside partner agencies, County staff, and TFC contracted service providers.

Qualifications:

22.11.1.8 Master's degree in social work, psychology, counseling or related field; or Bachelor's degree in social work, psychology, counseling or related field and a minimum of five (5) years of progressively responsible social work casework experience in a public or private organization working with transitional age youth.

22.11.1.9 Must be at least twenty-four (24) years of age.

22.11.1.10 Must possess a valid California driver's license with proof of insurance.

22.11.1.11 Must possess a basic understanding of adolescent and child abuse issues, human development and trauma informed care.

22.11.1.12 Must possess experience in assigning and monitoring of other's work.

22.11.2 Case Managers - Seven (7.0) FTE

The Case Manager staff shall be scheduled to provide awake supervision twenty-four (24) hours per day, seven (7) days per week. The work shifts shall be 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., and 11 p.m. to 7 a.m.

Duties:

22.11.2.1 Participate in program development.

22.11.2.2 Facilitate application and intake process.

22.11.2.3 Assist PROGRAM PARTICIPANTS through the move-in and orientation process.

22.11.2.4 Attend weekly THP-Plus/THPP-NMD staff meeting and

community building THP-Plus/THPP-NMD participant meetings.

22.11.2.5 Facilitate monthly support group meetings.

22.11.2.6 Implement PROGRAM PARTICIPANT's treatment plans as devised by the team.

22.11.2.7 Support each PROGRAM PARTICIPANT in developing and meeting the TILP goals.

22.11.2.8 Coordinate the transportation of each PROGRAM PARTICIPANT to medical appointments and any emergencies as needed.

22.11.2.9 Maintain accurate records and reports on a daily basis (i.e., intake information, personal logs, treatment notes, staff communication log, termination assessment, incident and runaway reports, behavioral health contacts).

22.11.2.10 Match PROGRAM PARTICIPANT with a mentor when appropriate.

22.11.2.11 Supervise mentors.

22.11.2.12 Coordinate medical and dental needs of each PROGRAM PARTICIPANT.

22.11.2.13 Be on-call twenty-four (24) hours a day.

22.11.2.14 Coordinate after-care support for PROGRAM PARTICIPANTS.

22.11.2.15 Maintain frequent and consistent contact with representatives of all involved agencies.

Qualifications:

22.11.2.16 Bachelor's degree in social work, psychology, human services or related field with a minimum of two (2) years of experience working in a human services field.

22.11.2.17 Must be at least twenty-four (24) years of age.

22.11.2.18 Must possess a valid California driver's license with proof of insurance.

22.11.2.19 Must possess a basic understanding of adolescent and child

abuse issues, human development and trauma informed care.

22.11.3 Licensed Clinician - One-half (.50) FTE

Duties:

22.11.3.1 Provide crisis, individual, group and family therapy and support services to PROGRAM PARTICIPANTS.

22.11.3.2 Conducts psycho-education workshops addressing the needs of the PROGRAM PARTICIPANTS (e.g., healthy relationships, social skills, substance use, interview skills, etc.).

22.11.3.3 Conduct behavioral health assessments and coordinate care with multidisciplinary team.

22.11.3.4 Maintain a caseload of up to fourteen (14) PROGRAM PARTICIPANTS per month depending on caseload intensity.

22.11.3.5 Participate in meetings, supervision and consultation as required.

22.11.3.6 Provide regular and ongoing communication and care coordination. Work closely with multidisciplinary team.

22.11.3.7 Complete intakes and assessments including a Mental Health Assessment, HIPAA and consent paperwork.

22.11.3.8 Assist in determining appropriateness of referrals to behavioral health programs and linkage to behavioral health programs, as appropriate.

22.11.3.9 Assist multidisciplinary team in developing a sustainability plan to include community, family and friends to provide ongoing support when services terminate.

22.11.3.10 Work a schedule that includes evenings and weekend appointments and an on-call rotation.

Qualifications:

22.11.3.11 Master's Degree in Social Work, Psychology, Counseling or related field and two (2) years of experience providing home, community and school based clinical services.

22.11.3.12 Possess one (1) of the following licenses: California State License, Professional Counselor, Marriage and Family Therapist, Psychologist, Clinical Social Worker.

22.11.3.13 Experience in writing clinical assessments, documentation, case notes as well as treatment, service and discharge plans.

22.11.3.14 Experience working within multiple systems including: Juvenile Justice, Mental/Behavioral Health, Children and Family Services and community-based organizations.

22.11.3.15 Familiarity with community resources.

22.11.3.16 Experience and or knowledge of cultural issues related to marginalized youth and young adults.

22.11.3.17 Must possess a high level of self-initiation, efficiency, organizational skills and the ability to meet mandatory deadlines.

22.11.4 Education Specialist - One-half (.50) FTE

Duties:

22.11.4.1 Meet with all PROGRAM PARTICIPANTS who need educational guidance.

22.11.4.2 Follow up on a monthly basis to advise and monitor PROGRAM PARTICIPANT's progress.

22.11.4.3 Partner with foster youth services, the educational system, and vocational system (e.g., counselors, Extended Opportunity Programs and Services) to ensure that PROGRAM PARTICIPANTS pursuing a High School diploma, GED, or High School Proficiency Certificate are receiving the support they need to succeed.

22.11.4.4 Provide technical assistance with college or post-secondary education applications, enrollment processes, financial aid, scholarships, etc.

22.11.4.5 Organize school tours and interviews.

22.11.4.6 Maintain accurate records and reports on a daily basis (i.e., educational needs, follow up services, achievements, etc.).

22.11.4.7 Maintain at minimum monthly contact with representatives of all involved agencies.

22.11.4.8 Review the vocational assessment on file or have CONTRACTOR complete a vocational assessment with the PROGRAM PARTICIPANT.

Qualifications:

22.11.4.9 Bachelor's degree in social work, psychology, human services or related field with one (1) to two (2) years of experience in working in a human services field.

22.11.4.10 Must be at least twenty-one (21) years of age.

22.11.4.11 Must possess a valid California driver's license with proof of insurance,

22.11.4.12 Must possess a solid understanding of educational and vocational resources available to THP-Plus/THPP-NMD PROGRAM PARTICIPANTS as well as how to access these resources.

22.11.4.13 Must possess a basic understanding of adolescent and child abuse issues, human development and trauma informed care as it applies to adolescent and young adult behavior.

22.11.5 Employment Specialist - One-half (.50) FTE

Duties:

22.11.5.1 Assist PROGRAM PARTICIPANTS with job readiness training and support including linkages to Workforce Investment Act partners, One-Stop Centers, mentor programs, and other appropriate employment resources.

22.11.5.2 Assist PROGRAM PARTICIPANTS in obtaining employment and build their employment skills in order to retain their jobs.

22.11.5.3 Coach PROGRAM PARTICIPANTS on job applications, resume, and interviewing skills.

22.11.5.4 Identify any barriers to employment and evaluate the need for referrals to other service providers in the community.

22.11.5.5 Monitor progress and maintain accurate records and reports as

needed (i.e., training sessions, interviews, hours worked, etc.).

Qualifications:

22.11.5.6 Bachelor's degree in social work, psychology, human services or related field with a minimum of two (2) years of experience in working in a human services field.

22.11.5.7 Must be at least twenty-one (21) years of age.

22.11.5.8 Must possess a valid California driver's license with proof of insurance,

22.11.5.9 Must possess a basic understanding of adolescent and child abuse issues, human development and trauma informed care as it applies to adolescent and young adult behavior.

22.11.5.10 Possess a basic understanding of the behaviors necessary for PROGRAM PARTICIPANTS to secure and maintain employment.

22.11.5.11 Possess a basic understanding of employment law and/or the ability to refer PROGRAM PARTICIPANTS to the appropriate resources.

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