

TABLE OF CONTENTS

	<u>Page</u>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

1.	TERM.....	3
2.	ALTERATION OF TERMS.....	3
3.	STATUS OF CONTRACTOR.....	3
4.	DEFINITIONS.....	3
5.	LICENSES AND STANDARDS.....	4
6.	DELEGATION AND ASSIGNMENT.....	4
7.	NON-DISCRIMINATION.....	4
8.	NOTICES.....	5
9.	INDEMNIFICATION.....	5
10.	INSURANCE.....	6
11.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS.....	6
12.	BREACH SANCTIONS.....	7
13.	OUTSTANDING DEBT.....	8
14.	COMPENSATION.....	8
15.	OVERPAYMENTS.....	9
16.	RESPONSIBILITIES OF CONTRACTOR.....	10
17.	FACILITY.....	13
18.	EMPLOYMENT ELIGIBILITY VERIFICATION.....	13
19.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS.....	14
20.	EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS.....	15
21.	CHILD ABUSE REPORTING.....	16
22.	CONFIDENTIALITY.....	16
23.	WAIVER.....	17
24.	COUNTY RESPONSIBILITIES.....	17
25.	REPORTS.....	17
26.	POLITICAL ACTIVITY.....	17
27.	TERMINATION PROVISIONS.....	18
28.	GOVERNING LAW AND VENUE.....	18
29.	SIGNATURE IN COUNTERPARTS.....	19

<u>EXHIBIT A</u>		
1.	VISITATION POLICY.....	1
2.	WORKSHOP POLICY.....	3
3.	UTILIZATION POLICY.....	4

1 1. TERM

2 The term of this Agreement shall commence on _____, and terminate
3 on June 30, 2017, unless earlier terminated pursuant to the provisions of
4 Paragraph 27 of this Agreement.

5 2. ALTERATION OF TERMS

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

13 3. STATUS OF CONTRACTOR

14 CONTRACTOR is and shall at all times be deemed to be an independent
15 contractor and shall be wholly responsible for the manner in which it performs
16 the services required of it by the terms of this Agreement. Nothing herein
17 contained shall be construed as creating the relationship of employer and
18 employee, or principal and agent, between COUNTY and CONTRACTOR.

19 CONTRACTOR shall not be entitled to any rights and/or privileges of
20 COUNTY employees, and shall not be considered in any manner to be a COUNTY
21 employee.

22 4. DEFINITIONS

23 4.1 "Agency" refers to the Social Services Agency.

24 4.2 "ASW" refers to child's Assigned Social Worker.

25 4.3 "CFS" refers to Children and Family Services Division of the
26 Social Services Agency."

27 4.4 "ESH Coordinator" refers to the Senior Social Services
28 Supervisor or designee in CFS Placement Coordination Services responsible for

1 the Emergency Shelter Home Services (ESH) Program.

2 4.5 "MANAGER" refers to the Administrative/Program Manager I of
3 the Placement Coordination Services Program, or designee(s).

4 4.6 "Quality Parenting Initiative (QPI)" refers to the
5 recruitment and retraining of high-quality caregivers to provide excellent
6 care to children in the welfare system and establishes clear expectations of
7 the role and responsibilities of the foster parent.

8 4.7 "Substitute Care Provider" refers to an adult selected by a
9 caregiver to provide care on an occasional basis, as specified on Title 22,
10 Division 6, Chapter 9.5.

11 5. LICENSES AND STANDARDS

12 5.1 CONTRACTOR warrants that he/she has all necessary licenses
13 and permits required by the laws of the United States, State of California,
14 County of Orange and all other appropriate governmental agencies, and agrees
15 to maintain these licenses and permits in effect for the duration of this
16 Agreement.

17 5.2 CONTRACTOR agrees, pursuant to Welfare and Institutions Code (WIC)
18 Section 206, that any child taken into custody solely upon the grounds that
19 he/she is a person described in WIC Section 300, shall not be brought into
20 direct contact or personal association with any person taken into custody on
21 the grounds that he/she is a person described by WIC Sections 601 or 602, as
22 any of these Sections may now exist or hereafter be amended.

23 6. DELEGATION AND ASSIGNMENT

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

27 7. NON-DISCRIMINATION

28 CONTRACTOR shall not discriminate in any way with respect to performance

1 of this Agreement, on the basis of race, sex, color, religion, age, marital
2 status, ethnicity, national origin, ancestry, sexual orientation, sexual
3 preference, medical condition, or physical or mental disability and/or in
4 violation of civil rights laws.

5 8. NOTICES

6 All notices, claims, correspondence, reports, and/or statements
7 authorized or required by this Agreement shall be addressed as follows:

8 COUNTY: County of Orange Social Services Agency
9 Contract Services - ESH Contract Administrator
10 888 N. Main Street
11 Santa Ana, CA 92701

12 and

13 Administrative/Program Manager I
14 Placement Coordination Services
15 401 The City Drive
16 Orange, CA 92868

17 CONTRACTOR:

18
19
20 All notices shall be deemed effective when in writing and deposited in
21 the United States mail, first class, postage prepaid and addressed as above.
22 Any notices, claims, correspondence, reports and/or statements authorized or
23 required by this Agreement addressed in any other fashion shall be deemed not
24 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
25 the addresses to which notices are sent.

26 9. INDEMNIFICATION

27 9.1 CONTRACTOR agrees to indemnify, defend with counsel approved
28 in writing by COUNTY, and hold U.S. Department of Health and Human Services,

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

12 10. INSURANCE

13 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's
14 expense and to deposit with ADMINISTRATOR Certificates of Insurance or Policy
15 Declarations necessary to satisfy COUNTY that the insurance provisions of this
16 Agreement have been complied with, and to keep such insurance coverage and the
17 certificates and/or declarations therefore on deposit with ADMINISTRATOR
18 during the entire term of this Agreement, as set forth herein.

19 CONTRACTOR shall provide Comprehensive Automobile Liability Insurance
20 with minimum coverage of \$15,000/\$30,000/\$5,000, as well as homeowner's or
21 renter's insurance. Certificates of Insurance or Policy Declarations
22 evidencing the coverage required by this paragraph shall be filed with the
23 County of Orange, Social Services Agency/Contract Services, 888 N. Main
24 Street, Santa Ana, CA 92701.

25 11. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

26 CONTRACTOR shall report to COUNTY:

27 11.1 Any accident or incident relating to services performed
28 under this Agreement which involves injury or property damage. Such report

1 shall be made in writing within twenty-four (24) hours of occurrence.

2 11.2 Any third party claim or lawsuit filed against CONTRACTOR
3 arising from or related to services performed by CONTRACTOR under this
4 Agreement. Such report shall be submitted to COUNTY within twenty-four (24)
5 hours of occurrence.

6 11.3 Any injury to CONTRACTOR that occurs on COUNTY property.
7 Such report shall be submitted to COUNTY within twenty-four (24) hours of
8 occurrence.

9 11.4 Any loss, disappearance, destruction, misuse, or theft of
10 any kind whatsoever of COUNTY property, monies, or securities entrusted to
11 CONTRACTOR under the term of this Agreement. Such report shall be submitted to
12 COUNTY within twenty-four (24) hours of occurrence.

13 12. BREACH SANCTIONS

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

19 12.1 Afford CONTRACTOR a time period within which to cure the
20 breach, which period shall be established at the sole discretion of
21 ADMINISTRATOR; and/or

22 12.2 Discontinue reimbursement to CONTRACTOR for and during the
23 period in which CONTRACTOR is in breach, which reimbursement shall not be
24 entitled to later recovery; and/or

25 12.3 Offset against any monies billed by CONTRACTOR but yet
26 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 12.2 above.

27 ADMINISTRATOR will give CONTRACTOR written notice of any action
28 pursuant to this paragraph, which notice shall be deemed served on the date of

1 mailing.

2 13. OUTSTANDING DEBT

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

6 14. COMPENSATION

7 14.1 COUNTY agrees to pay CONTRACTOR, monthly in arrears, for
8 services rendered to individual children at the following rates or at such
9 other rates as may be adopted by COUNTY pursuant to the authority of the State
10 of California. The daily rate shall be paid when an individual child occupies
11 a bed for less than a full calendar month. The daily rate is calculated by
12 multiplying the monthly rate times twelve (12) months and dividing by three
13 hundred sixty-five (365) days. The monthly rate shall be paid when an
14 individual child occupies a bed for a full calendar month.

15

16	<u>AGE</u>	<u>PER DAY</u>	<u>PER MONTH</u>
17	0-4	\$22.89	\$696.00
18	5-6	\$22.36	\$680.00
19	7-8	\$25.65	\$780.00
20	9-11	\$26.21	\$797.00
21	12	\$25.25	\$768.00
22	13-19	\$31.24	\$950.00

23

24 14.2 ADMINISTRATOR may change rates herein above stated where
25 such changes are adopted by and pursuant to the authority of the State of
26 California. Payment should be released by COUNTY approximately twenty-eight
27 (28) days after receipt from CONTRACTOR of a correctly completed billing and
28 any required supporting documentation. CONTRACTOR shall bill COUNTY in a

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

6 14.3 ADMINISTRATOR may authorize reimbursement to CONTRACTOR for
7 incidental expenses related to the performance of this Agreement upon
8 CONTRACTOR's submission of a signed and dated receipt and/or statement of
9 expenditure for the following:

10 14.3.1 Medical expenses when child not eligible for Medi-Cal.

11 14.3.2 Mileage expenses incurred while participation in specific
12 activities related to role as ESH CONTRACTOR. Other special circumstances are
13 all subject to the prior approval of MANAGER.

14 14.4 COUNTY may authorize payment to CONTRACTOR for transporting
15 children to their school of origin if required to do so by State or COUNTY
16 mandate.

17 15. OVERPAYMENTS

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

1 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
2 COUNTY necessary to enforce the provisions set forth in this paragraph.

3 16. RESPONSIBILITIES OF CONTRACTOR

4 CONTRACTOR shall:

5 16.1 Abide by all orders of the Juvenile Court concerning
6 children placed in its home by ADMINISTRATOR.

7 16.2 Accept placement of children referred under this Agreement
8 on a twenty-four (24) hour basis, seven (7) days per week.

9 16.3 Notify the ESH Coordinator, the Foster Home Licensing Social
10 Worker, or other designated staff promptly of any change in circumstances of
11 CONTRACTOR or the home that impacts suitability or availability of the home
12 for placement of children.

13 16.4 Obtain routine healthcare services from a Medi-Cal provider
14 for children placed in CONTRACTOR's facility and shall transport children to
15 all medical appointments. In the event of an emergency, CONTRACTOR is
16 authorized to consult a licensed medical doctor of his/her own choosing who
17 will accept Medi-Cal, and shall notify the ESH Coordinator and child's ASW
18 immediately of said emergency.

19 CONTRACTOR acknowledges reporting requirements set forth in
20 Section 89361 of CDSS Manual of Policies and Procedures, and shall comply with
21 all requirements regarding events involving any child placed pursuant to this
22 Agreement. CONTRACTOR shall notify ESH Coordinator, child's ASW, and Foster
23 Home Licensing Social Worker by telephone, email or fax within twenty-four
24 (24) hours after the event occurs or within the next business day. CONTRACTOR
25 shall follow up with a written report pursuant to section 89361.

26 16.5 Support SSA in its efforts toward accomplishing the goals
27 and objectives of the Family-to-Family QPI Initiative in accordance with the
28 Foster Care Recruitment and Retention Project, including but not limited to

1 attending Team Decision Making (TDM) meetings and Icebreakers.

2 16.5.1 TDM incorporates a strength-based, consensus-driven,
3 respectful process that models directness and honesty regarding risks and
4 concerns involving placement decisions. Through the involvement of families
5 and communities, TDM promotes the value that families are experts about
6 themselves, and communities are experts about community resources. TDM
7 sessions may require up to two (2) hours per session.

8 16.5.2 Icebreakers are informal, child-focused meetings held
9 between the birth parents, caregivers and ASW when a child is placed in out-
10 of-home care to facilitate the sharing of information and team building
11 between the child's parents and caregivers. The ASW is responsible for
12 preparing participants prior to the meeting. The structure of Icebreakers may
13 vary from situation to situation and generally last from thirty (30) to sixty
14 (60) minutes.

15 16.6 Transport child to their school of origin if required to do
16 so by State or COUNTY mandate.

17 16.7 Have the right to refuse to accept or to request removal of
18 any child who, in the opinion of CONTRACTOR, may cause injury or peril to
19 others. Requests for removal shall be made by CONTRACTOR to child's ASW.

20 16.8 Provide child's ASW prior verbal notice of at least seven
21 (7) days if removal of a child is requested in non-emergent situations, and
22 shall attend a TDM meeting, unless mutually agreed upon with child's ASW to
23 waive the TDM meeting.

24 16.9 Ensure that the personal rights of all children placed in
25 CONTRACTOR's facility pursuant to this Agreement are protected. These rights
26 are subject to limitations inherent in CONTRACTOR's responsibility to ensure
27 the child(ren)'s safety, safety of others, and CONTRACTOR's role as parent, as
28 described in the case plan and Court order.

1 16.10 Supervise children placed in CONTRACTOR's facility pursuant
2 to this Agreement at all times, or arrange for an approved substitute care
3 provider to provide such supervision. At no time shall such child(ren) be
4 left unattended, unless approved by child's ASW.

5 16.10.1 CONTRACTOR's approved substitute care provider(s) must be
6 available to provide shelter care services in CONTRACTOR's absence.

7 16.10.2 CONTRACTOR shall provide the Foster Home Licensing Social
8 Worker a list of substitute care providers, including their names, addresses,
9 and telephone numbers, for approval.

10 16.10.3 COUNTY's Foster Home Licensing Social Worker must approve
11 all substitute care providers. Such approval may include, but not be limited
12 to, criminal record checks and child abuse registry clearances.

13 16.11 Meet at all reasonable times with representatives of MANAGER
14 to discuss the adjustment of children placed with CONTRACTOR.

15 16.12 Compile an itemized inventory list of cash resources,
16 personal property, and valuables for each child, to be maintained on an
17 ongoing basis, in accordance with Title 22, California Code of Regulations
18 Section 89226. When the child leaves the home, CONTRACTOR shall surrender
19 cash resources, personal property, and valuables that belong to the child,
20 including a completed inventory list of those items.

21 16.13 Comply with SSA's policies regarding visitation for children
22 in protective custody, and attendance at meetings, as described in the Exhibit
23 "A" to this Agreement, attached hereto and incorporated herein by reference.

24 16.14 CONTRACTOR shall not release children to any person except
25 an authorized representative of ADMINISTRATOR or a person authorized by order
26 of the Juvenile Court. CONTRACTOR agrees that ADMINISTRATOR may remove, at
27 any time, any child placed pursuant to this Agreement.

28 16.15 CONTRACTOR shall not allow visitation of any children placed

1 under this Agreement, unless such visitor is specifically authorized to visit
2 by Court order or MANAGER.

3 17. FACILITY

4 17.1 CONTRACTOR shall provide ____ () beds for emergency shelter
5 care placements. CONTRACTOR and ADMINISTRATOR may mutually agree to increase
6 or decrease the number of beds to be provided, not to exceed a maximum of six
7 (6) beds.

8 17.2 Shelter Care Services are to be provided at the following
9 location:

10
11
12
13 or at any other location which is approved in writing, by ADMINISTRATOR. As
14 used in this Agreement, "Shelter Care" means furnishing of board, lodging, and
15 supervision of children placed in CONTRACTOR's facility upon authorization of
16 MANAGER.

17 18. EMPLOYMENT ELIGIBILITY VERIFICATION

18 As applicable, CONTRACTOR warrants that it fully complies with all
19 Federal and State statutes and regulations regarding the employment of aliens
20 and others, and that all its employees performing work under this Agreement
21 meet the citizenship or alien status requirement set forth in Federal statutes
22 and regulations. CONTRACTOR shall obtain, from all employees performing work
23 hereunder, all verification and other documentation of employment eligibility
24 status required by Federal or State statutes and regulations including, but
25 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC
26 Section 1324 et seq., as they currently exist and as they may be hereafter
27 amended. CONTRACTOR shall retain all such documentation for all covered
28 employees for the period prescribed by the law. CONTRACTOR shall indemnify,

1 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
2 its agents, officers, and employees from employer sanctions and any other
3 liability which may be assessed against CONTRACTOR or COUNTY or both in
4 connection with any alleged violation of any Federal or State statutes or
5 regulations pertaining to the eligibility for employment of any persons
6 performing work under this Agreement.

7 19. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

8 In order to comply with child support enforcement requirements of
9 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
10 of the award of this Agreement:

- 11 (a) in the case of an individual contractor, his/her name, date of
12 birth, Social Security number, and residence address;
- 13 (b) in the case of a contractor doing business in a form other than as
14 an individual, the name, date of birth, Social Security number,
15 and residence address of each individual who owns an interest of
16 ten (10) percent or more in the contracting entity;
- 17 (c) a certification that CONTRACTOR has fully complied with all
18 applicable Federal and State reporting requirements regarding its
19 employees; and
- 20 (d) a certification that CONTRACTOR has fully complied with all
21 lawfully served Wage and Earnings Assignment Orders and Notices of
22 Assignment, and will continue to so comply.

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

1 COUNTY shall constitute grounds for termination of this Agreement.

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

5 20. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

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

12 The term "service provider" is defined in California Unemployment
13 Insurance Code Section 1088.8, Subparagraph B.2 as, "An individual who is not
14 an employee of the service recipient for California purposes and who received
15 compensation or executes a contract for services performed for that service
16 recipient within or without the state." The term is further defined by the
17 California Employment Development Department to refer specifically to
18 independent contractors. An independent contractor is defined as, "An
19 individual who is not an employee of the ... government entity for California
20 purposes and who receives compensation or executes a contract for services
21 performed for that ... government entity either in or outside of California."

22 The reporting requirement does not apply to corporations, general
23 partnerships, limited liability partnerships, and limited liability companies.

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

27 To comply with the reporting requirements, COUNTY procedures for contracting
28 with independent contractors mandate that the following information be

1 completed and forwarded to ADMINISTRATOR immediately upon request:

- 2 (a) First name, middle initial and last name
- 3 (b) Social Security Number
- 4 (c) Address
- 5 (d) Start and expiration dates of contract
- 6 (e) Amount of contract

7 The failure of CONTRACTOR to timely submit the requested data shall
8 constitute a material breach and grounds for termination of this Agreement.

9 21. CHILD ABUSE REPORTING

10 CONTRACTOR acknowledges that he or she knows of the reporting
11 requirements as defined in Penal Code Sections 11165.9, 11166 and 11166.05,
12 (Child Abuse and Neglect Reporting Act - Report; duty; time) and will comply
13 with the provisions of the code sections.

14 22. CONFIDENTIALITY

15 22.1 CONTRACTOR agrees to maintain the confidentiality of any and
16 all records and/or information, including billings, concerning any child
17 placed under this Agreement in accordance with applicable law, including,
18 without limitation WIC Sections 827 and 10850 to 10853, the CDSS Manual of
19 Policies and Procedures, Division 19-000, and all other provisions of law, and
20 regulations promulgated thereunder relating to privacy and confidentiality, as
21 each may now exist or be hereafter amended.

22 22.2 CONTRACTOR agrees to maintain the confidentiality of its
23 records with respect to Juvenile Court matters, in accordance with WIC Section
24 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy
25 regarding Confidentiality, as it now exists or may hereafter be amended.

26 22.2.1 No access, disclosure or release of information regarding
27 a child who is the subject of Juvenile Court proceedings shall be permitted
28 except as authorized. If authorization is in doubt, no such information shall

1 be released without the written approval of a Judge of the Juvenile Court.

2 22.2.2 CONTRACTOR must receive prior written approval of the
3 Juvenile Court before allowing any child to be interviewed, photographed or
4 recorded by any publication or organization or to appear on any radio,
5 television or interest broadcast or make any other public appearance. Such
6 approval shall be requested through child's Social Worker.

7 23. WAIVER

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

16 24. COUNTY RESPONSIBILITIES

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

19 25. REPORTS

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

25 26. POLITICAL ACTIVITY

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

1 27. TERMINATION PROVISIONS

2 27.1 ADMINISTRATOR may terminate this Agreement without penalty
3 immediately with cause or after thirty (30) days' written notice without
4 cause, unless otherwise specified. Notice shall be deemed served on the date
5 of mailing. Cause shall be defined as any breach of contract, any
6 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
7 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
8 all further obligation under this Agreement.

9 27.2 Upon termination, or notice thereof, CONTRACTOR agrees to
10 cooperate with ADMINISTRATOR in the orderly transfer of service
11 responsibilities, active case records, and pertinent documents.

12 27.3 The obligations of COUNTY under this Agreement are
13 contingent upon the availability of Federal and/or State funds, as applicable,
14 for the reimbursement of CONTRACTOR's expenditures, and inclusion of
15 sufficient funds for the services hereunder in the budget approved by the
16 Orange County Board of Supervisors each fiscal year this Agreement remains in
17 effect or operation. In the event that such funding is terminated or reduced,
18 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's
19 maximum obligation, or modify this Agreement, without penalty. The decision
20 of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide
21 CONTRACTOR with written notification of such determination. CONTRACTOR shall
22 immediately comply with ADMINISTRATOR's decision.

23 27.4 If any provision of this Agreement or the application
24 thereof is held invalid, the remainder of this Agreement shall not be affected
25 thereby.

26 28. GOVERNING LAW AND VENUE

27 This Agreement has been negotiated and executed in the State of
28 California and shall be governed by and construed under the laws of the State

1 of California. In the event of any legal action to enforce or interpret this
2 Agreement, the sole and exclusive venue shall be a court of competent
3 jurisdiction located in Orange County, California, and the parties hereto
4 agree to and do hereby submit to the jurisdiction of such court,
5 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
6 specifically agree to waive any and all rights to request that an action be
7 transferred for trial to another county.

8 29. SIGNATURE IN COUNTERPARTS

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

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

By: _____

By: _____

DIRECTOR
COUNTY OF ORANGE
SOCIAL SERVICES AGENCY

Dated: _____

Dated: _____

By: _____

Date: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____

DEPUTY

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 FOR THE PROVISION OF
5 EMERGENCY SHELTER HOME SERVICES
6 FY 2014-2017

7 1. VISITATION POLICY

8 1.1 Family Visitation in the Emergency Shelter Home (ESH) Program

9 Family visits are essential to achieving reunification and are
10 expected. CONTRACTOR's role is to encourage, cooperate with, and facilitate
11 visitation, to be flexible, and to act as mentor, source of support, and
12 sounding board for parent(s)/guardian(s), siblings, and other family members
13 authorized to visit by the child's ASW.

14 1.2 Location of the Visits

15 1.2.1 Initial information regarding parent(s)/guardian(s) may be
16 limited, and it may be preferable to have their initial visits take place at a
17 designated COUNTY facility, visitation center, or other secure meeting
18 environment that can provide reasonable protection for all participants in the
19 visit. If use of any of these locations is not feasible, exceptions are to be
20 discussed with the child's ASW. If a secure meeting environment is deemed
21 unnecessary, visits may occur at the ESH or at other locations.

22 1.2.2 Visitation with siblings not placed in the ESH may be
23 conducted in a location that best facilitates the visit, unless a perceived
24 need for additional security suggests that visitation at any of the locations
25 mentioned in Subparagraph 1.2.1 would be more appropriate.

26 1.3 Transportation to the Visits

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

1 1.4 Frequency/Conditions of the Visit

2 1.4.1 Upon placement of a new child in the home, CONTRACTOR will
3 be notified regarding: approved visitors, expected frequency and length of
4 visits, whether visits are to be supervised or monitored, and other critical
5 visitation information. Visitation shall be determined by the child's ASW or
6 by order of the Court.

7 1.4.2 CONTRACTOR shall abide by statutory visitation
8 requirements, as specified by the ASW. Friends and other family members who
9 accompany approved visitors may not visit with the child unless their
10 participation in the visit is authorized by the child's ASW.

11 1.4.3 With respect to the timing of visits, in general, it is
12 courteous to wait thirty (30) minutes if the visitors do not arrive at the
13 agreed upon time. It is up to CONTRACTOR's discretion whether late visitors
14 may still have their full scheduled visiting time or only the remaining
15 minutes. It is not Agency's expectation that CONTRACTOR must extend the
16 scheduled visitation time to accommodate late visitors, but CONTRACTOR is
17 encouraged to do so if their schedule permits. If the visitors continue to
18 miss visits or are habitually late, CONTRACTOR should notify the child's ASW.
19 Under those circumstances, the child's ASW may require visitors to notify
20 CONTRACTOR by telephone prior to their departure for the visit.

21 1.4.4 CONTRACTOR is expected to be in the general vicinity
22 during supervised visits, and observe the interactions and hear the
23 conversations during monitored visits. CONTRACTOR is also expected to keep a
24 record of all telephone calls, visits, and other contacts on the Parental
25 Contact Record form. Further, visit or contact documentation may be requested
26 by the child's ASW or ESH Coordinator, as needed.

27 1.4.5 The child's ASW will give due consideration to providing
28 additional support if the quantity of visitation becomes burdensome for

1 CONTRACTOR.

2 1.5 Aspects Specific to Monitored Visits

3 1.5.1 CONTRACTOR should immediately inform the child's ASW of
4 any questionable behavior on the part of a visitor or visitors or any negative
5 reaction of the child(ren) during the visit.

6 1.5.2 CONTRACTOR shall follow instructions provided by ASW
7 including those:

8 1.5.2.1 Regarding the visitor and whether any additional
9 persons may accompany the visitor.

10 1.5.2.2 Regarding the visitor's demeanor, including any
11 history of confrontational, threatening, or belligerent behavior.

12 1.5.2.3 Regarding any inappropriate incidents which have
13 occurred during previous visits by this visitor.

14 1.5.2.4 Concerns, if any, regarding the visitor's
15 history of substance abuse.

16 1.5.2.5 Concerns, if any, regarding the child(ren)'s
17 safety.

18 1.5.2.6 Any topics that should not be discussed with the
19 child(ren) during the visit.

20 1.5.2.7 Any special medical needs of the child(ren)
21 during the visit.

22 1.5.2.8 Any other pertinent information regarding the
23 child(ren) and forthcoming visit(s).

24 2. WORKSHOP POLICY

25 2.1 SSA established the ESH program as an extension of
26 Orangewood Children and Family Center (OCFC) to house children requiring
27 protective custody and contracts with selected licensed foster families
28 (CONTRACTORS) for this purpose. CONTRACTORS are paid a higher rate than long-

1 term foster families for reasons that include the stress of more frequent
2 placements and removals; providing care and supervision for children whose
3 personal, family, and legal circumstances are unsettled; the need to provide
4 more frequent and flexible times for visitation with parents and other family
5 members; and the expectation that CONTRACTORS be readily available to SSA and
6 provide ongoing observation and assessment information regarding the children
7 and their families.

8 2.2 CONTRACTORS are required to attend a minimum of five (5) of
9 six (6) SSA ESH workshops per calendar year. The purpose of these workshops
10 is to enhance communication between SSA and CONTRACTORS, to enhance
11 communication among CONTRACTORS, and to provide ongoing information and/or
12 training to CONTRACTORS. CONTRACTORS are allowed no more than one (1) absence
13 per year from the scheduled ESH workshops. If CONTRACTOR is unable to attend
14 a workshop, he/she must notify the ESH Coordinator in advance.

15 2.3 Failure to comply with the workshop policy may result in
16 termination of the Agreement.

17 3. UTILIZATION POLICY

18 3.1 ESH agreements specify the number of beds to be reserved for
19 ESH placements only, in order to maintain an available supply of ESH beds for
20 emergency placements. CONTRACTOR is prohibited from utilizing ESH contracted
21 beds for services under any other agreement.

22 3.2 An ESH facility may be utilized as a long-term placement at
23 the discretion of ADMINISTRATOR on a case-by-case basis.

24 3.3 If an ESH facility has not been utilized by COUNTY for a
25 twelve (12) month period, ADMINISTRATOR may terminate this Agreement. Prior
26 to termination, ADMINISTRATOR will notify CONTRACTOR by telephone and in
27 writing to determine if additional support can be provided by Agency to
28 encourage full utilization of beds.

1 3.4 Failure to comply with the utilization policy may result in
2 termination of this Agreement.

3 ///

4 ///

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///