

1 AGREEMENT
2 FOR THE PROVISION OF
3 TRANSITIONAL HOUSING PROGRAM - PLUS (THP+) HOST FAMILY SERVICES
4 FY 2010-2013
5

6 THIS AGREEMENT, entered into this _____ day of _____, which date is
7 particularized for purpose of reference only, is by and between the COUNTY OF
8 ORANGE, hereinafter referred to as "COUNTY," and, _____, hereinafter referred to as
9 "CONTRACTOR." This Agreement shall be administered by the County of Orange
10 Social Services Agency Director or designee, hereinafter referred to as
11 "ADMINISTRATOR."
12

13 W I T N E S S E T H:
14

15 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
16 Transitional Housing Program - Plus (THP+) Host Family Services; and
17

18 WHEREAS, CONTRACTOR agrees to render such services on the terms and
19 conditions hereinafter set forth;
20

21 WHEREAS, such contracts are authorized and provided for pursuant to
22 Health and Safety Code Sections 1559.110 and 1559.115;
23

24 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2010, and terminate
3 on June 30, 2013, unless earlier terminated pursuant to the provisions of
4 Paragraph 19 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, shall be valid unless
11 made in the form of a written amendment to this Agreement which is formally
12 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. CONTRACTOR
19 shall not be entitled to any rights and/or privileges of COUNTY employees and
20 shall not be considered in any manner to be COUNTY employees

21 4. DEFINITIONS

22 4.1 "MANAGER" refers to the Program Manager II of the Transitional
23 Planning Services, Independent Living Program (ILP) Contracts, and Youth
24 Permanency Program, or designee(s).

25 4.2 "Transitional Housing Program - Plus (THP+)" refers to the program
26 approved by the California Department of Social Services (CDSS) which provides
27 affordable housing and comprehensive support services for up to twenty-four
28 (24) months to former foster youth between the ages of eighteen (18) and

1 twenty-four (24) years to assist them in making a successful transition from
2 out-of-home placements to independent living.

3 4.3 "Host Family" shall mean a family with whom the young adult has
4 identified a lifelong permanency connection and who has applied for and been
5 certified as an Orange County THP+ provider by the County of Orange Social
6 Services Agency (SSA) and the CDSS. The Host Family may be the young adult's
7 former or current foster family or other relative (not birth parent) or other
8 adult who has a lifelong commitment to the youth.

9 4.4 "Young Adult" shall mean former foster youth between the ages of
10 eighteen (18) and twenty-four (24) years, who have emancipated from the
11 County's foster care system and were dependents or wards of the court through
12 the SSA or the Orange County Probation Department.

13 4.5 "Lifelong Permanency Connection" shall mean that the Young Adult
14 has an existing healthy relationship with CONTRACTOR, either as a result of
15 CONTRACTOR being the current foster parents(s) who has demonstrated a lifelong
16 commitment to the Young Adult or a relative of the Young Adult who has
17 demonstrated the same level of commitment as determined by the Program Manager
18 II or his designee(s).

19 4.6 "Independent Living Skills" shall mean a program to help the Young
20 Adult formulate skills in: attainment of educational goals, income
21 maintenance, housing information, vocational goal achievement, daily living
22 skills, and interpersonal skills.

23 4.7 "THP+ Host Family Facility" shall mean apartment, single-family
24 dwelling, or condominium in which the Young Adult resides with CONTRACTOR.

25 5. LICENSES AND STANDARDS

26 5.1 CONTRACTOR warrants that he/she has all necessary licenses and
27 permits required by the laws of the United States, State of California, County
28 of Orange and all other appropriate governmental agencies, and agrees to

1 maintain these licenses and permits in effect for the duration of this
2 Agreement.

3 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

4 6.1 Delegation and Assignment:

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

8 6.2 Subcontracts:

9 CONTRACTOR shall not subcontract for services under this Agreement.

10 7. NON-DISCRIMINATION

11 7.1 In the performance of this Agreement, CONTRACTOR agrees that it
12 shall not engage nor employ any unlawful discriminatory practices in any
13 respect on the basis of sex, race, color, ethnicity, national origin,
14 ancestry, religion, age, marital status, medical condition, sexual
15 orientation, sexual preference, physical or mental disability or any other
16 protected group in accordance with the requirements of all applicable Federal
17 or State laws.

18 7.1.1 CONTRACTOR shall provide any and all clients desirous of
19 filing a formal complaint any and all information as appropriate:

20 7.1.1.1 Pamphlet: "Your Rights Under California Welfare
21 Programs" (PUB 13)

22 7.1.1.2 Discrimination Complaint Form

23 7.1.1.3 Civil Rights Contacts:

24 County Civil Rights Contact:

25 Orange County Social Services Agency

26 Program Integrity

27 Attn: Civil Rights Coordinator

28 P.O. Box 22001

1 Santa Ana, CA 92702-2001
2 Telephone: (714) 438-8880
3 State Civil Rights Contact:
4 California Department of Social Services
5 Civil Rights Bureau
6 P.O. Box 944243, M.S. 8-16-70
7 Sacramento, CA 94244-2430
8 Federal Civil Rights Contact:
9 U.S. Department of Health and Human Services
10 Office of Civil Rights
11 50 U.N. Plaza, Room 322
12 San Francisco, CA 94102

13 8. NOTICES

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

16 COUNTY: County of Orange Social Services Agency
17 (2 notices) Contract Services
18 888 N. Main Street
19 Santa Ana, CA 92701

20 and

21 Program Manager II, Transitional Planning Services,
22 ILP, and Youth Permanency
23 800 N. Eckhoff Street
24 Orange, CA 92868

25 CONTRACTOR: _____
26 _____
27 _____

28 All notices shall be deemed effective when in writing and deposited in
the United States mail, first class, postage prepaid and addressed as above.

1 Any notices, claims, correspondence, reports and/or statements authorized or
2 required by this Agreement addressed in any other fashion shall be deemed not
3 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
4 the addresses to which notices are sent.

5 9. INDEMNIFICATION AND INSURANCE

6 9.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
7 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
8 State, COUNTY, and their elected and appointed officials, officers, employees,
9 agents and those special districts and agencies which COUNTY's Board of
10 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
11 any claims, demands or liability of any kind or nature, including but not
12 limited to personal injury or property damage, arising from or related to the
13 services, products or other performance provided by CONTRACTOR pursuant to
14 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
15 court of competent jurisdiction because of the concurrent active negligence of
16 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
17 be apportioned as determined by the court. Neither party shall request a jury
18 apportionment.

19 9.2 Without limiting CONTRACTOR's liability for indemnification, prior
20 to the provision of services under this Agreement, CONTRACTOR agrees to
21 purchase all required insurance at CONTRACTOR's expense and to deposit with
22 ADMINISTRATOR Certificates of Insurance, including all endorsements required
23 herein, necessary to satisfy COUNTY that the insurance provisions of this
24 Agreement have been complied with, and to keep such insurance coverage and the
25 certificates therefore on deposit with ADMINISTRATOR during the entire term of
26 this Agreement, as set forth herein.

27 9.3 CONTRACTOR shall provide Comprehensive Automobile Liability
28 Insurance with minimum coverage of \$15,000/\$30,000/\$5,000, as well as

1 homeowner's or renter's insurance. Certificates of Insurance evidencing the
2 coverage required by this Paragraph shall be filed with the County of Orange,
3 Social Services Agency/Contract Services, 888 N Main Street, Santa Ana, CA
4 92701.

5 10. BREACH SANCTIONS

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

11 10.1 Afford CONTRACTOR a time period within which to cure the breach,
12 which period shall be established at the sole discretion of ADMINISTRATOR;
13 and/or

14 10.2 Discontinue reimbursement to CONTRACTOR for and during the period
15 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
16 later recovery; and/or

17 10.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
18 COUNTY those monies disallowed pursuant to Subparagraph 10.2 above.

19 ADMINISTRATOR will give CONTRACTOR written notice of any action
20 pursuant to this paragraph, which notice shall be deemed served on the date of
21 mailing.

22 11. COMPENSATION AND OVERPAYMENTS

23 11.1 COUNTY agrees to pay CONTRACTOR, monthly in arrears, for services
24 rendered to individual Young Adults at the following rates or at such other
25 rates as may be adopted by COUNTY pursuant to the authority of the State of
26 California. The daily rate shall be paid when an individual Young Adult
27 occupies a bed for less than a full calendar month. The daily rate is
28 calculated by multiplying the monthly rate times twelve (12) months and

1 dividing by three hundred sixty-five (365) days. The monthly rate shall be
2 paid when an individual Young Adult occupies a bed for a full calendar month.

3 PER DAY

PER MONTH

4 \$19.73

\$600.00

5 11.2 ADMINISTRATOR may change rates herein above stated where such
6 changes are adopted by and pursuant to the authority of the State of
7 California. Payment should be released by COUNTY approximately twenty-eight
8 (28) days after receipt from CONTRACTOR of a correctly completed billing and
9 required supporting documentation. CONTRACTOR shall bill COUNTY in a format
10 specified by ADMINISTRATOR. If COUNTY changes the above-mentioned rates,
11 ADMINISTRATOR shall notify CONTRACTOR of the rate changes. For purposes of
12 payments pursuant to this Paragraph, CONTRACTOR shall be entitled to a full
13 day payment for any Young Adult placed at any time during the twenty-four (24)
14 hour period after midnight.

15 11.3 In the event that CONTRACTOR submits claim(s) for such services
16 which result in overpayment(s), CONTRACTOR agrees to repay COUNTY the amount
17 of the overpayment(s) within thirty (30) days from the date notice is mailed
18 by ADMINISTRATOR.

19 11.4 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to
20 which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY,
21 in accordance with any applicable regulations and/or policies in effect during
22 the term of this Agreement, or as established by COUNTY procedure. Any
23 overpayments made by COUNTY which result from a payment by any other funding
24 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
25 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
26 thirty (30) days after the date of the final audit findings report and prior
27 to any administrative appeal process. In the event an overpayment owing by
28 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR

1 shall reimburse COUNTY within thirty (30) days thereafter, and prior to any
2 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
3 COUNTY necessary to enforce the provisions set forth in this paragraph.

4 12. CONTRACTOR RESPONSIBILITIES

5 CONTRACTOR shall:

6 12.1 Comply with California law, including the Transitional Housing
7 Misconduct Act (Health and Safety Code Section 50580, et seq.).

8 12.2 Provide housing to the Young Adult that has reasonable
9 transportation access to schools, employment, supportive services, shopping
10 and medical care.

11 12.3 Permit no more than two (2) Young Adults to share a bedroom in
12 CONTRACTOR's facility. Young Adults sharing a bedroom will be of the same
13 gender.

14 12.4 Ensure the presence of an approved commercially manufactured and
15 functioning smoke detector installed in hallways and in each sleeping area,
16 including Young Adult's sleeping area.

17 12.5 Ensure that all Adults living in CONTRACTOR's facility have
18 successfully completed a criminal background check prior to development of the
19 written contract between the Young Adult and CONTRACTOR.

20 12.6 Develop a written contract with the Young Adult specifying the
21 requirements for each party and that both parties agree to said requirements.
22 The contract will include contingency elements relating to the Young Adult
23 having a planned or unplanned pregnancy while residing with CONTRACTOR. A
24 copy of this contract shall be provided to MANAGER within thirty (30) days of
25 the effective date of this Agreement. CONTRACTOR shall provide to MANAGER a
26 copy of any revision(s) to the contract within twenty-four (24) hours of the
27 effective date of the revision(s).

28 12.6.1 CONTRACTOR shall ensure the Young Adult has executed a

1 written Waiver and Release with ADMINISTRATOR prior to entering into the THP+
2 Host Family Program. In said Waiver and Release, the Young adult shall
3 acknowledge that they are voluntarily entering the THP+ Host Family Program
4 with the understanding that they will be waiving privacy rights otherwise
5 guaranteed under California law. This voluntary Waiver and Release will
6 enable reports to be provided to ADMINISTRATOR's staff regarding the Young
7 Adult's progress in the THP+ Host Family Program, will allow assessments of
8 the THP+ Host Family Program to be undertaken, and will allow some
9 restrictions to be placed upon visitation by family and friends, as set forth
10 in Exhibit "A" to the Agreement for the Provision of Transitional Housing
11 Program-Plus (THP+) Host Family Services, attached hereto and incorporated
12 herein by reference.

13 12.7 Obtain all standard release forms as needed for collateral
14 contacts.

15 12.8 Permit MANAGER or his/her designee(s) to conduct an on-site
16 evaluation of CONTRACTOR's facility in order to observe sleeping arrangements
17 and degree of privacy that will be afforded to the Young Adult.

18 12.9 Provide regular reports on the individual Young Adult's progress
19 towards goals and outcome measures to SSA's Independent Living Program (ILP).
20 Frequency of reports to be determined by MANAGER.

21 12.10 Notify the assigned THP+ Host Family Social Worker, or other
22 designated staff, within twenty-four (24) hours of any change in circumstances
23 which might affect the suitability or availability of the home for placement
24 of Young Adults including, but not limited to:

25 12.10.1 CONTRACTOR'S unexpected absence from the home:

26 12.10.2 Change of condition of the home:

27 12.10.3 Any other change in circumstances of CONTRACTOR or
28 the home, which ADMINISTRATOR requires to be reported.

1 12.11 Assist the Young Adult in arranging for medical screening and
2 medical care of said Young Adult. Should any Young Adult placed in
3 CONTRACTOR's facility require routine healthcare services, pre-scheduled or
4 not, CONTRACTOR shall assist the Young Adult in obtaining such services from a
5 Medi-Cal provider, and shall assist the Young Adult in obtaining
6 transportation to any and all medical appointments. In the event of an
7 emergency, CONTRACTOR is authorized to consult a licensed medical doctor of
8 his/her own choosing who will accept Medi-Cal, but in such an event CONTRACTOR
9 shall notify the assigned THP+ Host Family Social Worker immediately of said
10 emergency.

11 12.12 Notify MANAGER by telephone immediately upon CONTRACTOR's
12 becoming aware of any serious illness, accident or injury which requires
13 medical attention, hospitalization, or death, involving any Young Adult placed
14 under this Agreement. In the case of accident, injury, hospitalization, or
15 death, the verbal report shall be followed by a written report in a form
16 specified by MANAGER within twelve (12) hours after such event.

17 12.13 Ensure that the personal rights of Young Adults, who are placed
18 in CONTRACTOR's facility pursuant to this Agreement, are protected. These
19 rights are subject to limitations inherent in CONTRACTOR's responsibility to
20 ensure the Young Adult's safety, safety of others, and CONTRACTOR's role as
21 parent, as described in the THP+ case plan.

22 12.14 Meet at all reasonable times with representatives of MANAGER to
23 discuss the adjustment of Young Adult(s) placed with CONTRACTOR.

24 12.15 Comply with ADMINISTRATOR's visitation policy as described in
25 Paragraph 1 of Exhibit A to this Agreement.

26 12.16 Comply with ADMINISTRATOR's policy regarding attendance at
27 workshops as described in Paragraph 2 of Exhibit A to this Agreement.

28 ///

1 13. FACILITY

2 13.1 CONTRACTOR shall provide a minimum of one (1) bedroom, with a
3 maximum of two (2) beds per bedroom, for THP+ Host Family placements.
4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to increase or
5 decrease the number of bedroom(s) to be provided; however, the resulting
6 number of beds shall not exceed six (6) beds per THP+ Host Family facility.

7 13.2 THP+ Host Family Services are to be provided at the following
8 location:

9 _____
10 _____

11 or at any other location which is approved in writing, by ADMINISTRATOR.

12 14. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 performing work under this Agreement.

2 15. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

22 16. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

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

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

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

13 Additional information on this reporting requirement can be found at the
14 California Employment Development Department web site located at
15 [www.edd.ca.gov/Payroll Taxes/FAQ -](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm)
16 [California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm) to comply with the reporting
17 requirements, COUNTY procedures for contracting with independent contractors
18 mandate that the following information be completed and forwarded to
19 ADMINISTRATOR immediately upon request:

- 20 • First name, middle initial and last name
- 21 • Social Security Number
- 22 • Address
- 23 • Start and expiration dates of contract
- 24 • Amount of contract

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

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1 17. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

2 CONTRACTOR acknowledges that he or she knows of the child abuse and
3 neglect reporting requirements as defined in Penal Code Sections 11165.9,
4 11166, and 11166.05; and the dependent abuse or elder abuse reporting
5 requirements as defined in WIC Section 15610.07 and 15630 and will comply with
6 the provisions of these code sections, as they now exist or as they may
7 hereafter be amended.

8 18. CONFIDENTIALITY

9 18.1 CONTRACTOR agrees to maintain the confidentiality of any and all
10 records and/or information, including billings, concerning any Young Adult to
11 whom services are provided under this Agreement in accordance with applicable
12 law, including WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-
13 000, and all other provisions of law, and regulations promulgated thereunder
14 relating to privacy and confidentiality, as each may now exist or be hereafter
15 amended.

16 19. WAIVER

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

25 20. COUNTY RESPONSIBILITIES

26 ADMINISTRATOR will:

27 20.1 Provide consultation and technical assistance, and will monitor
28 performance of CONTRACTOR in meeting the terms of this Agreement.

1 20.2 Complete follow-up assessments and outcome evaluations of the
2 Young Adults utilizing the Ansell-Casey Life Skills Assessment (ACLSA) or the
3 Child Welfare League Positive Youth Development Evaluation within two (2)
4 years following discharge of individual Young Adults from the THP+ Host Family
5 Program. The ACLSA or the Child Welfare Positive Youth Development Evaluation
6 will be completed by the SSA ILP staff. AMINISTRATOR will offer incentives to
7 each Young Adult to encourage their participation in post-emancipation
8 assessments and outcome evaluations.

9 21. REPORTS

10 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR
11 to complete any State-required reports related to the services provided under
12 this Agreement

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

18 22. TERMINATION PROVISIONS

19 22.1 ADMINISTRATOR may terminate this Agreement without penalty
20 immediately with cause or after thirty (30) days written notice without cause,
21 unless otherwise specified. Notice shall be deemed served on the date of
22 mailing. Cause shall be defined as any breach of contract, any
23 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
24 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
25 all further obligation under this Agreement.

26 22.2 Upon termination, or notice thereof, CONTRACTOR agrees to
27 cooperate with ADMINISTRATOR in the orderly transfer of service
28 responsibilities, active case records, and pertinent documents.

1 22.3 The obligations of COUNTY under this Agreement are contingent upon
2 the availability of Federal and/or State funds, as applicable, for the
3 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
4 for the services hereunder in the budget approved by the Orange County Board
5 of Supervisors each fiscal year this Agreement remains in effect or operation.
6 In the event that such funding is terminated or reduced, ADMINISTRATOR may
7 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
8 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
9 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
10 notification of such determination. CONTRACTOR shall immediately comply with
11 ADMINISTRATOR's decision.

12 23. GOVERNING LAW AND VENUE

13 This Agreement has been negotiated and in the State of California and
14 shall be governed by and construed under the laws of the State of California.
15 In the event of any legal action to enforce or interpret this Agreement, the
16 sole and exclusive venue shall be a court of competent jurisdiction located in
17 Orange County, California, and the parties hereto agree to and do hereby
18 submit to the jurisdiction of such court, notwithstanding Code of Civil
19 Procedure Section 394. Furthermore, the parties specifically agree to waive
20 any and all rights to request that an action be transferred for trial to
21 another county.

22 24. SIGNATURE IN COUNTERPARTS

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

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

By: _____

By: _____

INGRID HARITA
COUNTY OF ORANGE
SOCIAL SERVICES AGENCY

Dated: _____

Dated: _____

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 TRANSITIONAL HOUSING PROGRAM - PLUS (THP+) HOST FAMILY SERVICES
6 FY 2010-2013
7

8 1. VISITATION POLICY

9 1.1 Family Visitation in the THP+ Host Family Program:

10 1.1.1 Family visits are encouraged and essential in achieving
11 improved family relationships. CONTRACTOR's role is to encourage, cooperate
12 with, and facilitate visitation, to be flexible, and to act as mentor, source
13 of support, and sounding board for parent(s)/guardian(s), siblings, and other
14 family members authorized to visit by the Young Adult's assigned THP+ Social
15 Worker.

16 1.2 Location of the Visits:

17 1.2.1 Visits may occur at the THP+ Host Family facility or at
18 other locations.

19 1.2.2 Visitation with siblings not placed in the THP+ Host
20 Family facility, may take place in a location that most facilitates the visit.

21 1.3 Transportation to the Visits:

22 CONTRACTOR is responsible for assisting the Young Adult in securing
23 transportation to visits taking place at locations other than at the THP+ Host
24 family facility.

25 1.4 Frequency of the Visits:

26 1.4.1 Visitation shall be determined by the Young Adult and
27 CONTRACTOR, with assistance of assigned THP+ Social Worker, if necessary. In
28 determining visitation frequency, the Young Adult and CONTRACTOR will need to

1 make arrangements to avoid the quantity of visitation becoming too burdensome
2 for CONTRACTOR. Friends and other family members may visit at the THP+
3 facility with approval of CONTRACTOR.

4 1.4.2 With respect to the timing of visits, CONTRACTOR and the
5 Young Adult will determine the scheduled time. It is not ADMINISTRATOR'S
6 expectation that CONTRACTOR must extend the scheduled visitation time to
7 accommodate late visitors; however, CONTRACTOR is encouraged to do so if their
8 schedule permits.

9 1.4.3 A late or overnight visitor is a subject that may be
10 included in the written contract between the Young Adult and CONTRACTOR to the
11 satisfaction of both parties.

12 2. WORKSHOP POLICY

13 2.1 CONTRACTOR shall attend THP+ Host Family workshops, held four (4)
14 times yearly, and scheduled by ADMINISTRATOR. The purpose of these workshops
15 is to enhance communication between ADMINISTRATOR and CONTRACTOR, to enhance
16 communication between CONTRACTOR and other contracted service providers, and
17 to provide on-going information and/or training to CONTRACTOR. CONTRACTOR is
18 allowed no more than one (1) absence per year from the scheduled THP+ Host
19 Family workshop. If CONTRACTOR is unable to attend a particular workshop,
20 CONTRACTOR must notify the THP+ Social Worker staff twenty four (24) hours
21 prior to the planned workshop.

22 2.2 Failure to comply with this policy may result in termination of
23 this Agreement.

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