

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 _____
6 FOR THE PROVISION OF
7 TRANSITIONAL HOUSING AND SUPPORTIVE PLACEMENT PROGRAM SERVICES
8

9 THIS AGREEMENT, entered into this 1st day of July, 2013, which date is
10 particularized for purpose of reference only, is by and between the COUNTY OF
11 ORANGE, hereinafter referred to as "COUNTY," and _____, hereinafter
12 referred to as "CONTRACTOR." This Agreement shall be administered by the County
13 of Orange Social Services Agency Director or designee, hereinafter referred to
14 as "ADMINISTRATOR."

15
16 W I T N E S S E T H:

17
18 WHEREAS, COUNTY desires to contract with CONTRACTOR to provide for the
19 provision of transitional housing and supportive services to YOUTH ages
20 sixteen (16) and up until the Juvenile Court terminates jurisdiction, to aid
21 in their transition from group home or foster care to permanent, independent
22 living; and

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

25 WHEREAS, such contracts services are authorized and provided for
26 pursuant to Welfare and Institutions Code Sections 16522-16522.6, Health and
27 Safety Code Sections 1559.110 and 1559.115;

28 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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Exhibit A

1. POPULATION TO BE SERVED..... 1
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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2010³, and
3 terminate on June 30, 2013⁶, unless earlier terminated pursuant to the
4 provisions of Paragraph 47 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting and accounting.

8 2. ALTERATION OF TERMS

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

16 3. DEFINITIONS

17 3.1 Program Agreement: A written individual agreement between the
18 CONTRACTOR, the youth/Non-Minor Dependent (NMD) and youth/NMD's authorized
19 representative.

20 3.2 ~~“After-care Support”~~: ~~shall mean that CONTRACTOR provides A~~
21 ~~monthly support group available to youth/NMD who have completed the~~
22 ~~Transitional Housing Placement Program (THPP)/Transitional Housing Placement-~~
23 ~~Plus-Foster Care (THP+FC) services. with a monthly support group and service~~
24 ~~referrals as needed.~~

25 3.3 Assembly Bill 12 (AB12): California legislation known as
26 “Fostering Connections to Success Act,” signed into law on September 30, 2010
27 and effective January 1, 2012, to be phased in through January 2014, extending
28 foster care services to age eighteen (18) years and up to twenty-one (21)

1 years.

2 3.4 ~~“Culturally Responsive Competent Individual” means:~~ Individual(s)
3 with the general knowledge of cultural values and morals of individuals from
4 diverse ethnic groups; ~~his/her the~~ ability to recognize, respect, affirm, and
5 value the worth of individuals from different ethnic groups; and ~~the~~ his/her
6 ability to interact responsively, respectfully, and effectively with people
7 from diverse cultures, classes, races, ethnic groups, and religious
8 backgrounds in a manner that recognizes, affirms, and values the worth of
9 individuals, families, and communities, as well as protecting the dignity of
10 each person.

11 3.5 ~~“Emancipation Mentor”:~~ shall be a A volunteer mentor who provides
12 friendship, guidance, and support to Youth/NMD for a minimum of one (1)
13 calendar year.

14 3.6 Extended Foster Care (EFC): The period of time NMDs, defined in
15 Subparagraph 3.13 below, are eligible to receive support services pursuant to
16 AB 12.

17 3.7 ~~“ILP” shall mean Independent Living Program, provided by COUNTY to~~
18 ~~each Young Adults to provide independent living skills training, services,~~
19 ~~vocational assessment, and financial assistance for and education.~~

20 3.8 ~~“ILS” shall mean Contractor’s Independent Living Services. A~~
21 ~~program to help Young Adult formulate skills in attaining of educational~~
22 ~~goals, income maintenance, housing information, vocational goal achievement,~~
23 ~~daily living skills, and interpersonal skills.~~

24 3.9 ~~“IEP” shall mean Individual Education Plan (IEP):~~ An assessment
25 procedure requested by parents, guardians, school staff, and/or other involved
26 parties, to determine a youth’s educational needs.

27 3.10 ~~“ILS Coordinator” shall be an employee of CONTRACTOR responsible~~
28 ~~for coordinating and supervising the ILS Program, overseeing special events~~

1 and activities, supervising individual future plans, and helping youth
2 accomplish goals and self-sufficiency.

3 ~~3.11 "Live-In Youth Care Worker" shall be an employee of CONTRACTOR~~
4 ~~responsible for a major part of the care and treatment of youth, including~~
5 ~~implementing the treatment plan, developing and maintaining relationships with~~
6 ~~each Youth and providing resources, guidance and support to youth in the~~
7 ~~program, and help to maintain guidelines.~~

8 3.12 "PO" shall mean County of Orange Probation Officer.

9 3.13 Non-Minor Dependent (NMD): Pursuant to California Welfare and
10 Institutions Code (WIC) Section 11400(v), a foster youth who has attained the
11 age of eighteen (18) years while in foster care and is younger than nineteen
12 (19) years on January 1, 2012; younger than twenty (20) years as of January 1,
13 2013; or younger than twenty-one (21) years as of January 1, 2014. The NMD
14 must meet at least one of the AB 12 participation requirements and must
15 participate in a Transitional Independent Living Plan (TILP) under the
16 supervision of ADMINISTRATOR.

17 ~~3.14 "Positive Youth Development Model" shall refer to a collaborative~~
18 ~~initiative funded through the Dewitt Wallace Reader's Digest Fund. The~~
19 ~~initiative is based on the core principles of: Total Young Adult~~
20 ~~Involvement, Healthy and Safe Environments, Healthy Relationships, Learning by~~
21 ~~Doing, Community Partnerships, Realizing that Interdependence Takes Time,~~
22 ~~Valuing Individual Strengths, Feedback and Self-Assessment.~~

23 ~~3.15 "Probation Department" shall mean the County of Orange Probation~~
24 ~~Department.~~

25 ~~3.16 "Program Staff" shall refer to County of Orange Social Services~~
26 ~~Agency program staff.~~

27 ~~3.17 "Residential Manager" shall mean an employee of CONTRACTOR who is~~
28 ~~responsible for providing all of the case management duties for the youth in~~

1 the program.

2 3.18 "SSA" shall mean County of Orange Social Services Agency.

3 3.19 ~~"Therapist" shall mean a licensed Marriage and Family Therapist~~
4 ~~(MFT); Licensed Clinical Social Worker (LCSW); possess a Ph.D. in psychology,~~
5 ~~social work, or related field; or possess a Master's degree with license~~
6 ~~eligibility, and one (1) to two (2) years experience in the human services~~
7 ~~field. The therapist would be responsible for establishing and maintaining a~~
8 ~~therapeutic relationship with YOUTH and reporting information to SSA or~~
9 ~~Probation Department representative and Community Care Licensing (CCL), as~~
10 ~~required by service needs. The unlicensed therapist must be supervised by a~~
11 ~~licensed Therapist Supervisor."~~

12 3.20 ~~"Therapist Supervisor" shall mean a LCSW; MFT; or Ph.D. in~~
13 ~~psychology, sociology, social work or related field. The Therapist Supervisor~~
14 ~~will provide individual supervision of unlicensed therapists providing~~
15 ~~counseling services to THPP YOUTH."~~

16 3.21 Transitional Housing Placement-Plus-Foster Care (THP+FC): A
17 Program offered by a licensed transitional housing placement provider to
18 provide safe housing for NMDs and assistance in developing skills needed for
19 transitioning to independent living. THP+FC serve NMDs between ages eighteen
20 (18) and twenty-one (21) years.

21 3.22 ~~"THPP" shall mean Transitional Housing Placement Program (THPP): A~~
22 ~~program that has been certified by California Department of Social Services~~
23 ~~(CDSS) and approved by the Department to provide licensed, supervised~~
24 ~~transitional housing opportunities to eligible Youth pursuant to WIC Section~~
25 ~~16522.~~

26 3.23 ~~"Transitional Housing Placement Facility Residence": shall mean a~~
27 ~~community care facility licensed by the California Department of Social~~
28 ~~Services (CDSS) pursuant to Section 1559.110 of the California Health and~~

1 Safety Code to provide transitional housing opportunities to persons at least
2 sixteen (16) years old, and not more than ~~eighteen (18)~~ twenty-one (21) years
3 old unless they satisfy the requirements of WIC Section 11403 ~~of the~~
4 ~~California Welfare and Institutions Code (WIC)~~, who are in out-of-home
5 placement under the supervision of CDSS or the Probation Department, and who
6 are participating in an independent living program.

7 3.24 Transitional Independent Living Plan (TILP): A plan established by
8 the Social Worker (SW)/Probation Officer (PO) in collaboration with the
9 youth/NMD to develop and document meaningful and attainable goals that will
10 support the youth/NMD's transition to adulthood; and meet at least one
11 participation requirement for the youth/NMD to remain eligible for EFC.

12 3.25 Transitional Planning Services Program (TPSP): ~~, formerly known as~~
13 ~~Emancipation Services Program.~~ A program within the Children and Family
14 Services (CFS) Division of Social Services Agency (SSA), which provides
15 referrals to independent living skills training, services, vocational
16 assessment, employment preparation and assistance, and education to Orange
17 County's dependent youth between ages sixteen (16) and twenty-one (21) years.

18 3.26 "Visitors": ~~shall mean~~ +Volunteers, repairmen, family members,
19 friends, consulting staff, or any other person who is not a resident or a
20 member of CONTRACTOR's staff.

21 3.27 "YOUTH": ~~shall mean~~ +Individuals who are in the COUNTY's foster
22 care system, who currently reside in out-of-home placement (~~group homes or~~
23 ~~foster homes~~), are dependents or wards of the court through SSA or Probation
24 Department, and are age sixteen (16) and up until the Juvenile Court
25 terminates jurisdiction.

26 4. STATUS OF CONTRACTOR

27 CONTRACTOR is and shall at all times be deemed to be an independent
28 contractor and shall be wholly responsible for the manner in which it performs

1 the services required of it by the terms of this Agreement. Nothing herein
2 contained shall be construed as creating the relationship of employer and
3 employee, or principal and agent, between COUNTY and CONTRACTOR or any of
4 CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the
5 responsibility for the acts of its employees or agents as they relate to
6 services to be provided during the course and scope of their employment.

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

10 5. DESCRIPTION OF SERVICES, STAFFING

11 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
12 and supplies as described in the Exhibit "A" to the Agreement Between County
13 of Orange and _____, for the Provision of Transitional Housing
14 ~~Placement Program~~ and Supportive Services, attached hereto and incorporated
15 herein by reference. CONTRACTOR shall operate continuously throughout the
16 term of this Agreement with the number and type of staff described and as
17 required for provision of services hereunder pursuant to the personnel
18 disclosure provisions of this Agreement.

19 5.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
20 may, in his or her sole discretion, require changes in staffing allocations to
21 reflect current workload demands or service needs.

22 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
23 appropriate staff to attend a THPP/THP+FC orientation session and other
24 subsequent related training sessions given by COUNTY.

25 6. CONTRACTOR'S PROGRAM STATEMENT

26 6.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or
27 revised Program Statement that they submit to the CDSS Foster Care Rates
28 Bureau and/or CCL, subsequent to the execution of this Agreement. The

1 provisions of the revised Program Statement shall supersede the provisions
2 contained in the previous Program Statement submitted to ADMINISTRATOR to the
3 extent that they conflict.

4 6.2 CONTRACTOR agrees to provide ADMINISTRATOR with additional copies
5 of the Program Statement upon request of ADMINISTRATOR.

6 7. LICENSES AND STANDARDS

7 7.1 CONTRACTOR warrants that it has all necessary licenses and permits
8 required by the laws of the United States, State of California, County of
9 Orange and all other appropriate governmental agencies to provide the
10 transitional housing and supportive services described in this Agreement, and
11 agrees to maintain these licenses and permits in effect for the duration of
12 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct
13 themselves in compliance with such laws and licensure requirements including,
14 without limitation, compliance with laws applicable to sexual harassment and
15 ethical behavior.

16 7.2 In the performance of this Agreement, CONTRACTOR shall comply,
17 unless waived in whole or in part by ADMINISTRATOR, with all applicable
18 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
19 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
20 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
21 applicable laws and regulations of the United States, State of California,
22 County of Orange Social Services Agency and all administrative regulations,
23 rules and policies adopted thereunder as each and all may now exist or be
24 hereafter amended.

25 7.2.1 For Federally funded Agreements in the amount of \$25,000
26 or more, CONTRACTOR certifies that said Agency's officers and/or principals
27 are not debarred or suspended from Federal financial assistance programs
28 and/or activities.

1 8. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

2 8.1 Delegation and Assignment:

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

12 8.2 Subcontracts:

13 CONTRACTOR shall not subcontract for services under this Agreement
14 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
15 in writing to a subcontract, in no event shall the subcontract alter, in any
16 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
17 be in writing and copies of same shall be provided to ADMINISTRATOR.
18 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
19 require.

20 8.2.1 Subcontracts of \$25,000 or less:

21 CONTRACTOR shall develop a standard form Purchase Order, subject
22 to prior written approval of ADMINISTRATOR, to be utilized for the purchase of
23 services by CONTRACTOR when the cumulative total cost of the services to be
24 provided by any organization is anticipated to be twenty-five thousand dollars
25 (\$25,000) or less during the term of this Agreement. The basis for costs
26 incurred by any such Purchase Order(s) shall be the actual cost of providing
27 services or the usual and customary charges established by the organization(s)
28 providing the services.

1 8.2.2 Subcontracts in excess of \$25,000:

2 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR
3 a system for the procurement of subcontracts with any organization in which
4 the total cumulative cost of services provided by any single organization is
5 anticipated to exceed twenty-five thousand dollars (\$25,000) during the term
6 of this Agreement. CONTRACTOR's proposed procurement system shall take into
7 consideration such factors as: degree of price competition; pricing policies
8 and techniques; experience and quality of service; methods of evaluating
9 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and
10 planning, award, and post-award management of subcontracts, including internal
11 audit procedures and monitoring of subcontractor's performance until
12 completion of services.

13 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement
14 system, CONTRACTOR shall comply with such procurement system in obtaining
15 subcontracts with a total cost in excess of twenty-five thousand dollars
16 (\$25,000) during the term of this Agreement. In addition, CONTRACTOR shall
17 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
18 with any organization when the total cumulative cost of services to be
19 provided by that organization is anticipated to exceed twenty-five thousand
20 dollars (\$25,000) during the term of this Agreement.

21 CONTRACTOR and its subcontractor(s) shall establish and maintain
22 accurate and complete financial records related to services provided under the
23 terms of this Agreement. Such records may be subject to the satisfaction of
24 ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee,
25 for a period of five (5) years, or until any pending audit is completed.

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1 9. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

2 9.1 Form of Business Organization:

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

7 9.1.1 The form of CONTRACTOR's business organization, i.e.,
8 proprietorship, partnership, corporation, etc.

9 9.1.2 A detailed statement indicating the relationship of
10 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
11 individual.

12 9.1.3 A detailed statement indicating the relationship of
13 CONTRACTOR to any subsidiary business organization or to any individual who
14 may be providing services, supplies, material or equipment to CONTRACTOR or in
15 any manner does business with CONTRACTOR under this Agreement.

16 9.2 Change in Form of Business Organization:

17 If during the term of this Agreement the form of CONTRACTOR's
18 business organization changes, or the ownership of CONTRACTOR changes, or
19 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
20 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
21 writing, detailing such changes. A change in the form of business
22 organization may, at COUNTY's sole discretion, be treated as an attempted
23 assignment of rights or delegation of duties of this Agreement.

24 10. NON-DISCRIMINATION

25 10.1 In the performance of this Agreement, CONTRACTOR agrees that it
26 shall not engage nor employ any unlawful discriminatory practices in the
27 admission of clients, provision of services or benefits, assignment of
28 accommodations, treatment, evaluation, employment of personnel or in any other

1 respect on the basis of sex, race, color, ethnicity, national origin,
2 ancestry, religion, age, marital status, medical condition, sexual
3 orientation, sexual preference, physical or mental disability or any other
4 protected group in accordance with the requirements of all applicable Federal
5 or State laws.

6 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
7 meets the lawful and applicable requirements of the U.S. Department of Health
8 and Human Services.

9 10.3 CONTRACTOR shall furnish any and all information requested by
10 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
11 books, records and accounts in order to ascertain CONTRACTOR's compliance with
12 Paragraph 10 et seq.

13 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled
14 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
15 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

16 10.5 Non-Discrimination in Employment

17 10.5.1 All solicitations or advertisements for employees placed
18 by or on behalf of CONTRACTOR shall state that all qualified applicants will
19 receive consideration for employment without regard to sex, race, color,
20 ethnicity, national origin, ancestry, religion, age, marital status, medical
21 condition, sexual orientation, sexual preference, physical or mental
22 disability or any other protected group in accordance with the requirements of
23 all applicable Federal or State laws. Notices describing the provisions of
24 the equal opportunity clause shall be posted in a conspicuous place for
25 employees and job applicants.

26 10.5.2 CONTRACTOR shall refer any and all employees desirous of
27 filing a formal discrimination complaint to:

28 ///

1 California Department of Social Services
2 Public Inquiry and Response Bureau
3 P.O. Box 944243, M.S. 8-3-23
4 Sacramento, CA 94244-2430
5 Telephone: (800) 952-5253
6 (800) 952-8349 (For the hard of hearing)

7 10.6 Non-Discrimination in Service Delivery

8 10.6.1 CONTRACTOR shall comply with Titles VI and VII of the
9 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
10 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
11 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
12 the Americans with Disabilities Act of 1990; California Civil Code Section 51
13 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
14 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
15 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
16 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
17 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
18 Act of 1996; and other applicable Federal and State laws, as well as their
19 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
20 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
21 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
22 now exist or be hereafter amended. CONTRACTOR shall not implement any
23 administrative methods or procedures which would have a discriminatory effect
24 or which would violate the ~~California Department of Social Services (CDSS)~~
25 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
26 are any violations of this paragraph, CDSS shall have the right to invoke
27 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
28 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred

1 to the appropriate Federal agency for further compliance action and
2 enforcement of Subparagraph 10.6 et seq.

3 10.6.2 CONTRACTOR shall provide any and all clients desirous of
4 filing a formal complaint any and all information as appropriate:

5 10.6.2.1 Pamphlet: "Your Rights Under California Welfare
6 Programs" (PUB 13)

7 10.6.2.2 Discrimination Complaint Form

8 10.6.2.3 Civil Rights Contacts:

9 County Civil Rights Contact:

10 Orange County Social Services Agency

11 Program Integrity

12 Attn: Civil Rights Coordinator

13 P.O. Box 22001

14 Santa Ana, CA 92702-2001

15 Telephone: (714) 438-8877

16 State Civil Rights Contact:

17 California Department of Social Services

18 Civil Rights Bureau

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

20 Sacramento, CA 94244-2430

21 Federal Civil Rights Contact:

22 U.S. Department of Health and Human Services

23 Office of Civil Rights

24 50 U.N. Plaza, Room 322

25 San Francisco, CA 94102

26 11. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
888 N. Main Street
Santa Ana, CA 92701

CONTRACTOR: _____

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

12. NOTICE OF DELAYS

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

13. INDEMNIFICATION

13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of

1 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
2 be apportioned as determined by the court. Neither party shall request a jury
3 apportionment.

4 14. INSURANCE

5 14.1 Prior to the provision of services under this Agreement,
6 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
7 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
8 endorsements required herein, necessary to satisfy COUNTY that the insurance
9 provisions of this Agreement have been complied with, and to keep such
10 insurance coverage and the certificates therefore on deposit with
11 ADMINISTRATOR during the entire term of this Agreement.

12 14.2 CONTRACTOR shall ensure that all subcontractors performing work on
13 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
14 to the same terms and conditions as set forth herein for CONTRACTOR.

15 14.3 All self-insured retentions (SIRs) and deductibles shall be
16 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
17 apply, indicate this on the Certificate of Insurance with a "0" by the
18 appropriate line of coverage. Any self-insured retention (SIR) or deductible
19 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
20 specifically be approved by the County Executive Office (CEO)/Office of Risk
21 Management.

22 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
23 the full term of this Agreement, COUNTY may terminate this Agreement.

24 14.5 Qualified Insurer

25 14.5.1 Minimum insurance company ratings as determined by the
26 most current edition of the Best's Key Rating Guide/Property-Casualty/United
27 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
28 Category).

1 14.5.2 The policy or policies of insurance required herein must
2 be issued by an insurer licensed to do business in the State of California
3 (California Admitted Carrier). If the insurer is a non-admitted carrier in the
4 State of California and does not meet or exceed an A.M. Best rating of A-
5 /VIII, CEO/Office of Risk Management retains the right to approve or reject
6 carrier after a review of the company's performance and financial ratings. If
7 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
8 /VIII, ADMINISTRATOR can accept the insurance.

9 14.6 The policy or policies of insurance maintained by CONTRACTOR shall
10 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
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	\$120,000

24 14.7 Required Coverage Forms

25 14.7.1 Commercial General Liability coverage shall be written on
26 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
27 liability coverage at least as broad.

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1 14.7.2 Business Auto Liability coverage shall be written on ISO
2 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
3 coverage at least as broad.

4 14.8 Required Endorsements

5 14.8.1 Commercial General Liability policy shall contain the
6 following endorsements, which shall accompany the Certificate of Insurance:

7 14.8.1.1 An Additional Insured endorsement using ISO form
8 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
9 its elected and appointed officials, officers, employees, agents as Additional
10 Insureds.

11 14.8.1.2 A primary non-contributing endorsement
12 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
13 insurance maintained by the County of Orange shall be excess and non-
14 contributing.

15 ~~14.9 The County of Orange shall be the loss payee on the Employee~~
16 ~~Dishonesty coverage. A Loss Payee endorsement evidencing that the County of~~
17 ~~Orange is a Loss Payee shall accompany the Certificate of Insurance.~~

18 14.10 All insurance policies required by this Agreement shall waive all
19 rights of subrogation against the County of Orange and members of the Board of
20 Supervisors, its elected and appointed officials, officers, agents and
21 employees when acting within the scope of their appointment or employment.

22 14.11 The Workers' Compensation policy shall contain a waiver of
23 subrogation endorsement waiving all rights of subrogation against the County
24 of Orange, and members of the Board of Supervisors, its elected and appointed
25 officials, officers, agents and employees.

26 14.12 All insurance policies required by this Agreement shall give the
27 County of Orange thirty (30) days' notice in the event of cancellation and ten
28 (10) days for non-payment of premium. This shall be evidenced by policy

1 provisions or an endorsement separate from the Certificate of Insurance.

2 14.13 If CONTRACTOR's Professional Liability policy is a "claims made"
3 policy, CONTRACTOR shall agree to maintain professional liability coverage for
4 two (2) years following completion of this Agreement.

5 14.14 The Commercial General Liability policy shall contain a
6 severability of interests clause also known as a "separation of insureds"
7 clause (standard in the ISO CG 0001 policy).

8 14.15 Insurance certificates should be mailed to COUNTY at the address
9 indicated in Paragraph 10 of this Agreement.

10 14.16 If CONTRACTOR fails to provide the insurance certificates and
11 endorsements within seven (7) days of notification by CEO/County Procurement
12 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

13 14.17 COUNTY expressly retains the right to require CONTRACTOR to
14 increase or decrease insurance of any of the above insurance types throughout
15 the term of this Agreement. Any increase or decrease in insurance will be as
16 deemed by County of Orange Risk Manager as appropriate to adequately protect
17 COUNTY.

18 14.18 COUNTY shall notify CONTRACTOR in writing of changes in the
19 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
20 certificates of insurance and endorsements with COUNTY incorporating such
21 changes within thirty (30) days of receipt of such notice, this Agreement may
22 be in breach without further notice to CONTRACTOR, and COUNTY shall be
23 entitled to all legal remedies.

24 14.19 The procuring of such required policy or policies of insurance
25 shall not be construed to limit CONTRACTOR's liability hereunder nor to
26 fulfill the indemnification provisions and requirements of this Agreement, nor
27 act in any way to reduce the policy coverage and limits available from the
28 insurer.

1 15. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

2 CONTRACTOR shall report to COUNTY:

3 15.1 Any accident or incident relating to services performed under this
4 Agreement which involves injury or property damage which may result in the
5 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
6 shall be made in writing within twenty-four (24) hours of occurrence.

7 15.2 Any third party claim or lawsuit filed against CONTRACTOR arising
8 from or related to services performed by CONTRACTOR under this Agreement. Such
9 report shall be submitted to COUNTY within twenty-four (24) hours of
10 occurrence.

11 15.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
12 property. Such report shall be submitted to COUNTY within twenty-four (24)
13 hours of occurrence.

14 15.4 Any loss, disappearance, destruction, misuse, or theft of any kind
15 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
16 under the term of this Agreement. Such report shall be submitted to COUNTY
17 within twenty-four (24) hours of occurrence.

18 16. CONFLICT OF INTEREST

19 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
20 any actions or conditions that could result in a conflict with the best
21 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
22 agents, relatives, subcontractors, and third parties associated with
23 accomplishing the work hereunder.

24 16.2 CONTRACTOR's efforts shall include, but not be limited to,
25 establishing precautions to prevent its employees or agents from making,
26 receiving, providing, or offering gifts, entertainment, payments, loans, or
27 other considerations which could be deemed to appear to influence individuals
28 to act contrary to the best interests of COUNTY.

1 17. ANTI-PROSELYTISM PROVISION

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

6 18. SUPPLANTING GOVERNMENT FUNDS

7 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
8 intended for the purposes of this Agreement with any funds made available
9 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
10 for, or apply sums received from COUNTY with respect to, that portion of its
11 obligations which have been paid by another source of revenue. CONTRACTOR
12 agrees that it shall not use funds received pursuant to this Agreement, either
13 directly or indirectly, as a contribution or compensation for purposes of
14 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
15 program without prior written approval of ADMINISTRATOR.

16 19. BREACH SANCTIONS

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

22 19.1 Afford CONTRACTOR a time period within which to cure the breach,
23 which period shall be established at the sole discretion of ADMINISTRATOR;
24 and/or

25 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
26 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
27 later recovery; and/or

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1 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
2 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

5 20. PAYMENTS

6 ~~20.1 Residential Care:~~

7 20.2 COUNTY shall pay to CONTRACTOR, monthly in arrears, the rate of
8 reimbursement for the services provided under this Agreement, as established
9 by CDSS the State of California. Payments shall accrue from the date
10 YOUTH/NMD is placed, and terminate on the date before YOUTH/NMD is discharged
11 from CONTRACTOR's facility.

12 20.3 ~~Upon prior approval of YOUTH's social worker or PO, COUNTY may,~~
13 ~~upon prior written/electronic approval of YOUTH/NMD's social worker SW or PO,~~
14 continue to pay CONTRACTOR for THPP/THP+FC care services for up to fourteen
15 (14) days when YOUTH/NMD leaves CONTRACTOR's facility prior to the planned
16 discharge date (e.g., runaway) if CONTRACTOR has agreed to take YOUTH/NMD back
17 immediately upon notice during the period of continued payment.

18 20.4 CONTRACTOR shall notify ADMINISTRATOR COUNTY within thirty (30)
19 days of the receipt of a payment for THPP/THP+FC payment, as described in
20 Subparagraph 20.2 above, an Orange County placement which is inconsistent with
21 the period of placement and results in an overpayment or an underpayment. The
22 overpayment and/or underpayment shall be identified by YOUTH/NMD'S name, case
23 number, caseload number and the amount of underpayment and/or overpayment.

24 ~~20.5 Clothing Allowance:~~

25 ADMINISTRATOR may authorize reimbursement for clothing, subject to
26 COUNTY procedure and limitation, when available clothing is insufficient.

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1 21. 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
4 accordance with any applicable regulations and/or policies in effect during
5 the term of this Agreement, or as established by COUNTY procedure. Any
6 overpayments made by COUNTY which result from a payment by any other funding
7 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
8 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
9 thirty (30) days after the date of the final audit findings report and prior
10 to any administrative appeal process. In the event an overpayment owing by
11 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
12 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
13 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
14 COUNTY necessary to enforce the provisions set forth in this paragraph.

15 22. MEDICAL COSTS

16 22.1 It is anticipated that any medical costs for YOUTH/NMD placed by
17 COUNTY under this Agreement shall be paid by the State Medi-Cal program during
18 such periods as YOUTH/NMD is eligible for health care services under that
19 program.

20 22.2 If YOUTH/NMD is ineligible for Medi-Cal ~~services~~, or medical
21 ~~service is not covered by Medi-Cal~~, CONTRACTOR shall notify YOUTH/NMD's
22 ~~social worker SW~~ or PO and specify the medical treatment needed and
23 approximate cost. Except in emergencies, ~~written/electronic~~ authorization by
24 YOUTH/NMD'S ~~social worker SW/PO~~ must be obtained prior to incurring any
25 medical expenses not covered by Medi-Cal. COUNTY may pay for medical
26 services, in accordance with COUNTY procedure, ~~and~~ if such services are deemed
27 necessary by COUNTY, ~~and~~ if Medi-Cal rejects coverage, COUNTY shall reimburse
28 based on Medi-Cal rates.

1 22.3 CONTRACTOR shall be responsible for controlling the use of each
2 YOUTH/NMD's Medi-Cal Beneficiary Identification Card ~~proof of eligibility~~
3 ~~card~~.

4 23. REPORTS

5 23.1 Quarterly Evaluation:

6 23.1.1 CONTRACTOR shall submit on-going written evaluations on
7 each YOUTH/NMD to YOUTH/NMD's ~~social worker~~ SW or PO on a quarterly basis, to
8 be submitted within seven (7) calendar days following the quarterly reporting
9 period. These evaluations shall include, but not be limited to:

10 23.1.1.1 Progress towards accomplishing long-range
11 goal(s), short-term objectives, and tasks.

12 23.1.1.2 Identification of YOUTH/NMD's unmet needs,
13 assessment of unmet needs and efforts made to meet these needs.

14 23.1.1.3 Reassessment of YOUTH/NMD's adjustment to the
15 THPP/THP+FC.

16 23.1.1.4 Current status of YOUTH/NMD's physical and
17 psychological health, report of medical care received and medication given.

18 23.1.1.5 Modification of the ~~treatment plan~~ TILP and/or
19 Program Agreement, and as necessary, the tasks to be performed and changes in
20 the anticipated length of placement. ~~Family problems, which appear to prevent~~
21 ~~the return of YOUTH, shall be fully described.~~

22 23.1.1.6 A record of any serious behavioral problems and
23 how these problems were treated, as well as YOUTH/NMD's responses.

24 23.1.1.7 A record of parental contacts, conferences and
25 visits, contacts with relatives and friends, so far as they are made known,
26 and any significant reaction thereto openly displayed by YOUTH/NMD.

27 23.1.1.8 The number of contacts with YOUTH/NMD's ~~social~~
28 ~~worker~~ SW or PO, during the quarter. This part of the report should include

1 the number of visits to YOUTH/NMD as well as phone calls.

2 23.1.1.9 The number and dates of contacts with
3 psychiatrist(s), psychologist(s), ~~social worker~~ SW(s), PO(s), Marriage and
4 Family Therapist(s) (MFT), and/or Licensed Clinical Social Worker(s) (LCSW)
5 during the quarter.

6 23.1.1.10 CONTRACTOR shall also make available to
7 YOUTH/NMD's ~~social worker~~ SW or PO, copies of any pertinent information such
8 as school reports, medical reports and psychological/psychiatric reports as
9 completed.

10 23.2 Termination Summary:

11 CONTRACTOR shall deliver to YOUTH/NMD's ~~social worker~~ SW or PO,
12 within thirty (30) days of ~~successful completion~~ or termination of YOUTH/NMD's
13 placement, a ~~termination~~ summary of the records relating to ~~treatment~~
14 ~~progress/accomplishments~~ of YOUTH/NMD.

15 23.3 Serious Illness, Accident/Injury, Hospitalization or Death:

16 23.3.1 CONTRACTOR shall immediately telephone YOUTH/NMD's ~~social~~
17 ~~worker~~ SW or PO, ~~COUNTY placement worker~~, and the ~~Emancipation Services~~
18 ~~Program/Independent Living Program (ESP/ILP) Program~~ TPSP Manager or designee,
19 upon CONTRACTOR becoming aware of any serious illness, accident/injury,
20 hospitalization or death of any YOUTH/NMD in CONTRACTOR's care. In the event
21 CONTRACTOR is unable to reach the above listed parties, CONTRACTOR shall make
22 person-to-person notification by calling Social Services Agency/Orangewood
23 Children and Family Center Intake or Probation Department/Juvenile Hall
24 (telephone numbers referenced in Subparagraph 38.9 of this Agreement). This
25 verbal report shall be followed by a written report within twenty-four (24)
26 hours after such serious illness, accident/injury, hospitalization or death.

27 23.3.2 The verbal and written report shall include, but not be
28 limited to:

1 23.3.2.1 The name of YOUTH/NMD:

2 23.3.2.2 The date, time and location of serious illness,
3 accident/injury, hospitalization or death;

4 23.3.2.3 A complete, concise description of the incident;
5 including the identities of all parties involved in the incident;

6 23.3.2.4 The program under which YOUTH/NMD was
7 participating ~~receiving treatment~~; and

8 23.3.2.5 The name or names of CONTRACTOR's officers,
9 employees, agents, subcontractors or volunteer staff who have knowledge of the
10 event/incident.

11 23.4 Absence:

12 23.4.1 An authorized absence from THPP/THP+FC is one which
13 YOUTH/NMD's ~~social worker~~ SW or PO, and CONTRACTOR have mutually agreed to.

14 23.4.2 In the case of any other absence, CONTRACTOR shall
15 immediately telephone YOUTH/NMD's ~~social worker~~ SW or PO, ~~COUNTY placement~~
16 ~~worker~~, the ~~ESP/ILP Program~~ TPSP Manager or designee, the local law
17 enforcement agency, CCL, and YOUTH/NMD's parents/guardians, if applicable
18 (telephone numbers referenced in Subparagraph 38.9 of this Agreement).
19 Written notification from CONTRACTOR shall be received within twenty-four (24)
20 hours thereafter by YOUTH/NMD's ~~social worker~~ SW or PO.

21 23.4.3 If YOUTH/NMD returns voluntarily, CONTRACTOR shall
22 immediately notify the YOUTH/NMD's ~~social worker~~ SW, PO, and the local law
23 enforcement agency, CCL and YOUTH/NMD's parents/guardians, if applicable.

24 23.4.4 CONTRACTOR shall file a report in YOUTH/NMD's record of
25 the action taken, by CONTRACTOR, as a result of the absence.

26 23.4.5 CONTRACTOR shall provide an evaluation for YOUTH/NMD
27 emphasizing the significance of their absence. All discussions resulting from
28 the evaluation shall be documented in YOUTH/NMD's record.

1 23.4.6 CONTRACTOR shall maintain records of authorized and
2 unauthorized absences in YOUTH/NMD's record.

3 23.5 Special Incidents:

4 23.5.1 CONTRACTOR shall immediately telephone YOUTH/NMD's ~~social~~
5 ~~worker SW~~ or PO, COUNTY ~~placement worker~~, and the ~~ESP/ILP Program~~ TPSP Manager
6 or designee, if any of the following occurs (telephone numbers referenced in
7 Subparagraph 38.9 of this Agreement):

8 23.5.1.1 School takes suspension action or YOUTH/NMD has
9 unauthorized school absences;

10 23.5.1.2 Any behavior or activities by any YOUTH/NMD
11 which substantially disrupts activities within CONTRACTOR's facility and
12 jeopardizes the status, safety, and health of YOUTH/NMD placed by COUNTY;

13 23.5.1.3 Any behavior or activities by CONTRACTOR's staff
14 while on duty which substantially disrupts activities within CONTRACTOR's
15 facility and jeopardizes the status, safety or health of YOUTH/NMD placed by
16 COUNTY;

17 23.5.1.4 Any other behavior or activity by YOUTH/NMD or
18 staff not listed above, which is required to be reported to CCL and COUNTY.

19 23.5.2 This verbal report shall be followed by the submission of
20 a written "Special Incident Report (SIR)," on a form approved by
21 ADMINISTRATOR, via facsimile, to YOUTH/NMD's ~~social worker SW~~ or PO, and
22 ~~COUNTY group home placement consultant~~ TPSP Manager within seven (7) calendar
23 days of the incident via the SIR Fax line at (714) 940-3961 (CFS) and (714)
24 935-7725 (Probation Department).

25 23.5.3 CONTRACTOR shall comply with the "Special Incident
26 Reporting Guidelines for Residential Facilities, Group Home, Small Family Home
27 and Foster Family Agency," developed by CDSS, CCL, SSA and the Probation
28 Department, and incorporated herein by reference, as it currently exists or

1 may hereafter be amended.

2 23.6 Child Abuse:

3 23.6.1 CONTRACTOR shall immediately telephone the Child Abuse
4 Registry at (714) 940-1000, upon becoming aware of any suspected or known
5 physical or psychological abuse of any YOUTH/NMD in CONTRACTOR's care. This
6 verbal report shall be followed by a written report to ~~COUNTY caseworker and~~
7 ~~placement worker~~ the Child Abuse Registry within thirty-six (36) hours.

8 23.6.2 CONTRACTOR shall immediately telephone, YOUTH/NMD's social
9 worker SW or PO, COUNTY placement worker, and the ~~ESP/ILP Program~~ TPSP Manager
10 or designee, ~~upon CONTRACTOR becoming aware of any suspected or known physical~~
11 ~~or psychological abuse of any YOUTH in CONTRACTOR's care~~ (telephone numbers
12 referenced in Subparagraph 38.9 of this Agreement). CONTRACTOR shall submit a
13 SIR in accordance with Subparagraph 23.5.2 above.

14 23.6.3 CONTRACTOR shall establish a procedure acceptable to
15 ADMINISTRATOR to ensure that the above provision regarding child abuse
16 reporting is complied with by all employees, volunteers, consultants, or
17 agents performing services under this Agreement.

18 23.7 Resident Population

19 CONTRACTOR shall report statistical data regarding its resident
20 population to ADMINISTRATOR as requested by ~~SSA-ESP/ILP Program~~ TPSP Manager.

21 24. OUTSTANDING DEBT

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

25 25. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report
27 within sixty (60) days after the termination of this Agreement, which shall
28 summarize the activities and services provided by CONTRACTOR during the term

1 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing
2 to modify the date upon which the final report must be submitted.

3 ~~26. INDEPENDENT AUDIT~~

4 ~~26.1 CONTRACTOR shall employ a licensed certified public accountant who~~
5 ~~shall prepare and file with ADMINISTRATOR an annual organization-wide audit of~~
6 ~~related expenditures during the term of this Agreement in compliance with the~~
7 ~~OMB Circular A-133, Audits of States, Local Governments and Non-Profit~~
8 ~~Organizations. The audit must be performed in accordance with generally~~
9 ~~accepted government auditing standards and OMB Circular A 122. CONTRACTOR~~
10 ~~shall cooperate with COUNTY, State and/or Federal agencies to ensure that~~
11 ~~corrective action is taken within six (6) months after issuance of all audit~~
12 ~~reports with regard to audit exceptions.~~

13 ~~26.2 It is mutually understood that CONTRACTOR's organization wide~~
14 ~~audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR~~
15 ~~agrees to provide ADMINISTRATOR with a copy of its organization wide audit for~~
16 ~~the period July 1, 2013, through June 30, 2014, by August 30, 2014; for the~~
17 ~~period July 1, 2014, through June 30, 2015, by August 30, 2015; and for the~~
18 ~~period July 1, 2015, through June 30, 2016, by August 30, 2016. Failure to~~
19 ~~provide a copy of the organization-wide audits, for the period July 1, 2013,~~
20 ~~through June 30, 2016, shall be sufficient cause for ADMINISTRATOR, in its~~
21 ~~sole discretion, to deny payment under this or any subsequent Agreement with~~
22 ~~CONTRACTOR until such time as the required audits are provided to~~
23 ~~ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date~~
24 ~~upon which the organization-wide audits must be received, upon notice to~~
25 ~~CONTRACTOR.~~

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1 27. RECORDS, INSPECTIONS AND AUDITS

2 27.1 Financial Records:

3 27.1.1 CONTRACTOR shall prepare and maintain accurate and
4 complete financial records. Financial records shall be retained, by
5 CONTRACTOR, for a minimum of five (5) years from the date of final payment
6 under this Agreement or until all pending COUNTY, State and Federal audits are
7 completed, whichever is later.

8 27.1.2 CONTRACTOR shall establish and maintain reasonable
9 accounting, internal control and financial reporting standards in conformity
10 with generally accepted accounting principles established by the American
11 Institute of Certified Public Accountants and to the satisfaction of
12 ADMINISTRATOR.

13 27.2 YOUTH/NMD Records:

14 27.2.1 CONTRACTOR shall prepare and maintain accurate and
15 complete records of each YOUTH/NMD as required by CCL and COUNTY. Records of
16 YOUTH/NMD shall be subject to the confidentiality provisions of any applicable
17 policies and orders of the Orange County Juvenile Court and WIC Sections 827
18 et seq. YOUTH/NMD'S records shall include, but are not limited to:

19 27.2.1.1 Placement agreement.

20 27.2.1.2 Statement of dangerous behavior.

21 27.2.1.3 Social history report.

22 27.2.1.4 Thirty (30) day initial needs and services plan

23 27.2.1.5 TILP and Program Agreement.

24 27.2.1.6 YOUTH/NMD's financial information, including
25 revenues and disbursements for ~~clothing and~~ material provided by COUNTY and
26 signed for by YOUTH/NMD, and allowances received by and signed for by
27 YOUTH/NMD.

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1 27.2.1.7 Diagnostic studies.
2 27.2.1.8 Report on interviews with YOUTH/NMD.
3 27.2.1.9 Progress notes and school performance
4 27.2.1.10 Serious incident reports
5 27.2.1.11 Written quarterly evaluations
6 27.2.1.12 Clinical notes on services provided by treatment
7 professionals.

8 27.2.1.13 Medical/dental records of visits/treatment,
9 including a copy of Child Health and Disability Prevention (CHDP) physical or
10 its equivalent that is less than one (1) year old.

11 27.2.1.14 Medication log as required by Title 22,
12 California Code of Regulations.

13 27.2.2 All YOUTH/NMD's records related to services provided under
14 the terms of this Agreement shall be retained by CONTRACTOR for minimum of
15 five (5) years from the date of final payment under this Agreement or until
16 all pending COUNTY, State and Federal audits are completed, whichever is
17 later. Notwithstanding anything to the contrary, upon termination of this
18 Agreement, CONTRACTOR shall relinquish control with respect to YOUTH/NMD's
19 records to COUNTY in accordance with Subparagraph 44.2.

20 27.3 County Records:

21 27.3.1 Upon denial of referral ~~or termination~~ from THPP/THP+FC,
22 CONTRACTOR shall immediately return all documents furnished by COUNTY to TPS
23 ~~Senior Social worker~~ SW or PO.

24 27.3.2 Upon ~~successful completion~~ or termination of YOUTH/NMD's
25 participation in THPP/THP+FC, CONTRACTOR shall return all original records
26 furnished by COUNTY to ~~TPS Senior Social worker~~ SW or PO, upon request, within
27 thirty (30) days after YOUTH/NMD ~~termination~~ leaves THPP/THP+FC.

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1 27.4 Public Records:

2 With the exception of client records or other records referenced
3 in Paragraph 33, entitled Confidentiality, all records, including but not
4 limited to, reports, audits, notices, claims, statements and correspondence,
5 required by this Agreement may be subject to public disclosure. COUNTY will
6 not be liable for any such disclosure.

7 27.5 Inspections and Audits:

8 27.5.1 The U.S. Department of Health and Human Services [if
9 Federal funding], Comptroller General of the United States [if Federal
10 funding], Director of CDSS [if State funding], State Auditor-General [if State
11 funding], ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
12 Department, or any of their authorized representatives, shall have access to
13 any books, documents, papers and records, including medical records, of
14 CONTRACTOR which any of them may determine to be pertinent to this Agreement
15 for the purpose of financial monitoring. Further, all the above mentioned
16 persons have the right at all reasonable times to inspect or otherwise
17 evaluate the work performed or being performed under this Agreement and the
18 premises in which it is being performed.

19 27.5.2 CONTRACTOR shall make available its books and financial
20 records within the borders of Orange County within ten (10) days after receipt
21 of written demand by ADMINISTRATOR.

22 27.5.3 In the event CONTRACTOR does not make available its books
23 and financial records within the borders of Orange County, CONTRACTOR agrees
24 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
25 designee, necessary to obtain CONTRACTOR's books and financial records.

26 27.5.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
27 liability to the State or Federal government or any agency thereof resulting
28 from any disallowances or other audit exceptions to the extent that such

1 liability is attributable to CONTRACTOR's failure to perform under this
2 Agreement.

3 27.6 Evaluation Studies:

4 27.6.1 CONTRACTOR shall participate as requested by COUNTY in
5 research and/or evaluative studies designed to show the effectiveness and/or
6 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
7 project.

8 28. PERSONNEL DISCLOSURE

9 28.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
10 all personnel providing services hereunder, including resumes and job
11 applications. Changes to the list will be immediately provided to
12 ADMINISTRATOR in writing, along with a copy of a resume and/or job
13 application. The list shall include:

14 28.1.1 Names of all full or part-time personnel by title,
15 including volunteer personnel, whose direct services are required to provide
16 the programs described herein;

17 28.1.2 A brief description of the functions of each position and
18 the hours each person works each week; or for part-time personnel, each day or
19 month, as appropriate;

20 28.1.3 The professional degree, if applicable, and experience
21 required for each position; and

22 28.1.4 The language skill, if applicable, for all personnel.

23 28.2 CONTRACTOR's employment applications shall require applicants to
24 provide detailed information regarding the conviction of a crime by any court,
25 for offenses other than minor traffic offenses. Information not disclosed in
26 the employment application discovered subsequent to the hiring or promotion of
27 any applicant shall be cause for removal of that employee from the performance
28 of services under this Agreement.

1 28.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
2 COUNTY, criminal record background checks on all employees and/or volunteers
3 who will provide services under this Agreement. Candidates will satisfy
4 background checks consistent with and comparable to those required for COUNTY
5 employees.

6 28.4 CONTRACTOR warrants that all persons employed or otherwise
7 assigned by CONTRACTOR to provide services under this Agreement have
8 satisfactory past work records and/or reference checks indicating their
9 ability to perform the required duties and accept the kind of responsibility
10 anticipated under this Agreement. CONTRACTOR shall maintain records of
11 background investigations and reference checks undertaken and coordinated by
12 CONTRACTOR for each employee and/or volunteer assigned to provide services
13 under this Agreement for a minimum of five (5) years from the date of final
14 payment under this Agreement or until all pending COUNTY, State and Federal
15 audits are completed, whichever is later, in compliance with all applicable
16 laws.

17 28.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
18 arrest and/or subsequent conviction, for offenses other than minor traffic
19 offenses, of any paid employee and/or volunteer staff performing services
20 under this Agreement, when such information becomes known to CONTRACTOR.
21 ADMINISTRATOR, in its sole discretion, may determine whether such employee
22 and/or volunteer may continue to provide services under this Agreement and
23 shall provide notice of such determination to CONTRACTOR in writing.
24 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
25 material breach of this Agreement, pursuant to Paragraph 19 above.

26 28.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
27 staff performing work hereunder and any proposed changes in CONTRACTOR's
28 staff, including, but not limited to, Contractor's Residential Manager.

1 28.7 COUNTY shall have the right, at its sole discretion, to require
2 CONTRACTOR to remove any employee from the performance of services under this
3 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
4 said personnel.

5 28.8 CONTRACTOR shall notify COUNTY immediately when staff is
6 terminated for cause from working on this Agreement.

7 28.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
8 Paragraph 28, shall not relieve CONTRACTOR of its obligation to complete all
9 work in accordance with the terms and conditions of this Agreement.

10 29. EMPLOYMENT ELIGIBILITY VERIFICATION

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

28 ///

1 30. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

11 (c) a certification that CONTRACTOR has fully complied with all
12 applicable Federal and State reporting requirements regarding its
13 employees; and

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

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

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

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1 31. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

2 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
3 ensure that all employees, volunteers, consultants, or agents performing
4 services under this Agreement report child abuse or neglect to one of the
5 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
6 abuse as defined in Section 15610.07 of the WIC to one of the agencies
7 specified in WIC Section 15630. CONTRACTOR shall require such employee,
8 volunteer, consultant or agent to sign a statement acknowledging the child
9 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
10 Penal Code and the dependent adult and elder abuse reporting requirements as
11 set forth in Section 15630 of the WIC and will comply with the provisions of
12 these code sections as they now exist or as they may hereafter be amended.

13 32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

19 33. CONFIDENTIALITY

20 33.1 CONTRACTOR agrees to maintain the confidentiality of its records
21 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
22 and all other provisions of law, and regulations promulgated thereunder
23 relating to privacy and confidentiality, as each may now exist or be hereafter
24 amended.

25 33.2 All records and information concerning any and all persons
26 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
27 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
28 volunteers. CONTRACTOR shall require all of its employees, agents,

1 subcontractors and volunteer staff who may provide services for CONTRACTOR
2 under this Agreement to sign an agreement with CONTRACTOR before commencing
3 the provision of any such services, to maintain the confidentiality of any and
4 all materials and information with which they may come into contact, or the
5 identities or any identifying characteristics or information with respect to
6 any and all participants referred to CONTRACTOR by COUNTY, except as may be
7 required to provide services under this Agreement or to those specified in
8 this Agreement as having the capacity to audit CONTRACTOR, and as to the
9 latter, only during such audit. CONTRACTOR shall comply with any audits
10 specified in Paragraph 27, provide reports and any other information required
11 by COUNTY in the administration of this Agreement, and as otherwise permitted
12 by law.

13 33.3 CONTRACTOR shall inform all of its employees, agents,
14 subcontractors, volunteers and partners of this provision and that any person
15 knowingly and intentionally violating the provisions of said State law may be
16 guilty of a crime.

17 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall
18 be subject to the confidentiality requirements of this Agreement.

19 33.5 CONTRACTOR agrees to maintain the confidentiality of its records
20 with respect to Juvenile Court matters, in accordance with WIC Section 827,
21 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
22 regarding Confidentiality, as it now exists or may hereafter be amended.

23 ~~33.5.1 All materials prepared for, and/or relating to actions~~
24 ~~taken by the Juvenile Court and furnished by COUNTY to CONTRACTOR shall~~
25 ~~require prior written approval of the Juvenile Court for release.~~

26 33.5.2 No access, disclosure or release of information regarding
27 a child YOUTH who is the subject of Juvenile Court proceedings shall be
28 permitted except as authorized by Juvenile Court or the NMD. If authorization

1 is in doubt, no such information shall be released without the written
2 approval of a Judge of the Juvenile Court.

3 33.5.3 CONTRACTOR must receive prior written approval of the
4 Juvenile Court before allowing any child YOUTH to be interviewed, photographed
5 or recorded by any publication or organization or to appear on any radio,
6 television or internet broadcast or make any other public appearance. Such
7 approval shall be requested through child YOUTH's Social worker SW.

8 34. REMOVAL OR TRANSFER OF YOUTH/NMD

9 34.1 Notwithstanding any other provision of this Agreement, COUNTY may,
10 in its sole discretion, remove, with or without stating cause, any or all
11 YOUTH/NMD placed with CONTRACTOR at any time.

12 34.2 Except in an emergency as defined in Subparagraph 5.6.1 of Exhibit
13 A of this Agreement, no YOUTH/NMD shall be moved from one facility to another
14 facility of CONTRACTOR without prior authorization from YOUTH/NMD'S social
15 worker SW.

16 35. COPYRIGHT ACCESS

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

21 36. WAIVER

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

1 contained.

2 37. PUBLICITY

3 37.1 Information and solicitations, prepared and released by
4 CONTRACTOR, concerning the services provided under this Agreement shall state
5 that the program, wholly or in part, is funded through COUNTY, State and
6 Federal government funds.

7 37.2 CONTRACTOR shall not disclose any details in connection with this
8 Agreement to any person or entity except as may be otherwise provided
9 hereunder or required by law. However, in recognizing CONTRACTOR's need to
10 identify its services and related clients to sustain itself, COUNTY shall not
11 inhibit CONTRACTOR from publishing its role under this Agreement within the
12 following conditions:

13 37.2.1 CONTRACTOR shall develop all publicity material in a
14 professional manner; and

15 37.2.2 During the term of this Agreement, CONTRACTOR shall not,
16 and shall not authorize another to, publish or disseminate any commercial
17 advertisements, press releases, feature articles, or other materials using the
18 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
19 unreasonably withhold written consent.

20 38. COUNTY RESPONSIBILITIES

21 ADMINISTRATOR shall:

22 ~~38.1~~ Work with CONTRACTOR toward development of a ~~detailed placement~~
23 ~~plan and individualized treatment plan~~ TILP and Program Agreement for each
24 YOUTH/NMD. ~~and Future Plan as set forth in Exhibit A of this Agreement.~~

25 38.2 Work with CONTRACTOR toward ~~positive termination~~ successful
26 completion of YOUTH/NMD's placement.

27 38.3 Pay for each YOUTH/NMD's care until the placement is
28 completed/terminated, pursuant to this Agreement.

1 38.4 Assist in the maintenance of each YOUTH/NMD's constructive
2 relationships with supportive adults ~~parents and other family members,~~ if
3 possible, and involve parents in future planning for each YOUTH/NMD.

4 38.5 Inform CONTRACTOR of any dangerous propensities, known to
5 ADMINISTRATOR, of any YOUTH/NMD COUNTY places with CONTRACTOR.

6 38.6 Inform CONTRACTOR of procedures to fund medical care.

7 38.7 Provide authorization for medical treatment, as needed.

8 38.8 Obtain, whenever possible, YOUTH/NMD's available clothing and
9 deliver it to CONTRACTOR within five calendar (5) days.

10 38.9 Provide assistance with emergencies. Emergency telephone numbers
11 are:

12 Social Services Agency/Orangewood Children and Family Center

13 (714) 935-7080

14 Juvenile Hall/Records

15 (714) 935-7411 (After 5:00 PM (714) 935-6351)

16 39. CONTRACTOR RESPONSIBILITIES

17 39.1 CONTRACTOR shall provide the following basic needs requirements.

18 39.1.1 Clothing:

19 39.1.1.1 CONTRACTOR shall designate an adequate amount of
20 money each month to be used to purchase clothing necessary to meet YOUTH/NMD's
21 basic needs ~~in a manner appropriate to his/her social environment.~~

22 39.1.1.2 All YOUTH shall take their clothing with them
23 when placement is terminated. If this is impossible, all clothing shall
24 immediately be stored separately and securely for each individual YOUTH/NMD by
25 CONTRACTOR for a period of thirty (30) days, after which it shall be delivered
26 to YOUTH/NMD's social worker or PO.

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1 39.1.2 Personal Needs:

2 39.1.2.1 CONTRACTOR shall furnish personal care items,
3 including but not limited to toothpaste, toothbrush, soap, hair care items and
4 hygienic supplies.

5 39.1.2.2 Personal items shall be the property of each
6 YOUTH/NMD and shall be retained by YOUTH/NMD upon termination of placement.

7 39.1.2.3 Clean, fresh towels, mattress pads, pillows,
8 sheets and blankets shall be furnished in sufficient number to assure
9 cleanliness and warmth.

10 39.1.3 Food:

11 YOUTH/NMD shall receive an adequate and balanced diet as
12 required by CCL regulations.

13 39.1.4 Allowances:

14 Each YOUTH/NMD shall be provided with an allowance
15 sufficient for YOUTH/NMD to purchase food and other necessities.

16 39.1.5 Safeguards for Cash Resources, Personal Property and
17 Valuables:

18 39.1.5.1 In accordance with CCR Section 80026, Division
19 6, Title 22, CONTRACTOR shall assist each YOUTH/NMD in keeping cash resources,
20 personal property and valuables separate and intact. CONTRACTOR shall
21 maintain accurate records of such resources.

22 39.1.5.2 In the event that YOUTH/NMD is employed,
23 CONTRACTOR shall assist YOUTH/NMD in setting up a bank account to the
24 satisfaction of the YOUTH/NMD's ~~social worker~~ SW, or PO. YOUTH/NMD's funds
25 shall not be commingled with CONTRACTOR's funds or petty cash.

26 39.2 CONTRACTOR shall:

27 39.2.1 Follow admission requirements related to medical
28 screening, physical examination, medical testing and immunization as

1 prescribed by COUNTY.

2 39.2.2 Adhere to SSA CFS Policy & Procedure Number I-0306
3 Psychotropic Medication: Dependent Child regarding psychotropic medication and
4 "reporting responsibilities."

5 39.2.3 Develop an understanding of the responsibilities,
6 objectives and requirements of COUNTY in regard to the care of YOUTH/NMD, and
7 work with COUNTY in planning for YOUTH/NMD.

8 39.2.4 Participate in and support efforts to re-establish
9 relationships between YOUTH/NMD and his/her relatives, or non-relative
10 extended family members, who may serve as mentors or supportive persons
11 adults, as approved by YOUTH/NMD's social worker SW or PO.

12 ~~39.2.5 Develop, maintain and implement written discipline~~
13 ~~policies and procedures in accordance with CCR Title 22 and to the~~
14 ~~satisfaction of CCL.~~

15 39.2.6 Work towards ~~termination of placement~~ the successful
16 completion of THPP/THP+FC on a planned basis, with involvement of YOUTH/NMD,
17 YOUTH/NMD's ~~parents or guardian~~ supportive adults, and YOUTH/NMD's ~~social~~
18 ~~worker~~ SW, or PO, as applicable.

19 39.2.7 Conduct a staff conference concerning the status of each
20 YOUTH/NMD at least quarterly.

21 39.3 CONTRACTOR shall ensure that YOUTH/NMD's personal rights as set
22 forth in CCR Title 22, Section 84072, are observed and protected.

23 39.4 Make every effort possible to respect the cultural diversity of
24 YOUTH/NMD served and, whenever possible, to provide ~~c~~culturally ~~competent~~
25 Responsive Individual(s) ~~child care workers~~ and other direct service
26 employees, as described in Subparagraph 3.4 of this Agreement.

27 39.5 CONTRACTOR agrees to work cooperatively with COUNTY staff to
28 develop minimum skill standards for CONTRACTOR's staff with respect to multi-

1 lingual capabilities as measured by objective tests and evaluations.

2 39.6 CONTRACTOR agrees to provide a training program designed to
3 educate employees who work directly with YOUTH/NMD about the characteristics
4 of THPP/THP+FC recipients participants. The training shall be designed to
5 ensure that these employees are able to adequately supervise and counsel
6 YOUTH/NMD and provide them with training in independent living skills.

7 39.7 Incorporate CONTRACTOR's current ILS independent living program
8 into THPP/THP+FC.

9 40. REFERRALS

10 CONTRACTOR shall provide services to individuals referred by
11 ADMINISTRATOR.

12 41. REPORTS

13 41.1 CONTRACTOR shall provide information deemed necessary by
14 ADMINISTRATOR to complete any State-required reports related to the services
15 provided under this Agreement.

16 41.2 CONTRACTOR shall maintain records and submit reports containing
17 such data and information regarding the performance of CONTRACTOR's services,
18 costs or other data relating to this Agreement, as may be requested by
19 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
20 modify the provisions of this paragraph upon written notice to CONTRACTOR.

21 42. ENERGY EFFICIENCY STANDARDS

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

25 43. ENVIRONMENTAL PROTECTION STANDARDS

26 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
27 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
28 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,

1 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
2 may now exist or be hereafter amended. Under these laws and regulations,
3 CONTRACTOR assures that:

4 43.1 No facility to be utilized in the performance of the proposed
5 grant has been listed on the EPA List of Violating Facilities;

6 43.2 It will notify COUNTY prior to award of the receipt of any
7 communication from the Director, Office of Federal Activities, U.S. EPA,
8 indicating that a facility to be utilized for the grant is under consideration
9 to be listed on the EPA List of Violating Facilities; and

10 43.3 It will notify COUNTY and the EPA about any known violation of the
11 above laws and regulations.

12 44. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
13 CERTAIN FEDERAL TRANSACTIONS

14 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
15 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
16 provisions set down by the OMB and published in the Federal Register dated
17 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
18 regulations, it is mutually understood that any contract which utilizes
19 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply
20 with the following provisions:

21 A. The definitions and prohibitions contained in the clause at
22 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
23 Certain Federal Transactions, included in this solicitation, are hereby
24 incorporated by reference in paragraph (B) of this certification.

25 B. The offeror, by signing its offer, hereby certifies to the
26 best of his or her knowledge and belief as of December 23, 1989, that

27 1) No Federal appropriated funds have been paid or will
28 be paid to any person for influencing or attempting to influence an officer or

1 employee of any agency, a Member of Congress, an officer or employee of
2 Congress, or an employee of a Member of Congress on his or her behalf in
3 connection with the awarding of any Federal contract, the making of any
4 Federal grant, the making of any Federal loan, the entering into of any
5 cooperative agreement, and the extension, continuation, renewal, amendment or
6 modification of any Federal contract, grant, loan or cooperative agreement;

7 2) If any funds other than Federal appropriated funds
8 (including profit or fee received under a covered Federal transaction) have
9 been paid, or will be paid, to any person for influencing or attempting to
10 influence an officer or employee of any agency, a Member of Congress, an
11 officer or employee of Congress, or an employee of a Member of Congress on his
12 or her behalf in connection with this solicitation, the offeror shall complete
13 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
14 Activities, to the Contracting Officer; and

15 3) He or she will include the language of this
16 certification in all subcontract awards at any tier and require that all
17 recipients of subcontract awards in excess of \$100,000 shall certify and
18 disclose accordingly.

19 C. Submission of this certification and disclosure is a
20 prerequisite for making or entering into this Agreement imposed by Section
21 1352, Title 31, USC. Any person who makes an expenditure prohibited under
22 this provision or who fails to file or amend the disclosure form to be filed
23 or amended by this provision, shall be subject to a civil penalty of not less
24 than \$10,000, and not more than \$100,000, for each such failure.

25 45. 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 46. TERMINATION PROVISIONS

2 46.1 ADMINISTRATOR may terminate this Agreement without penalty
3 immediately with cause or after thirty (30) days written notice without cause,
4 unless otherwise specified. Notice shall be deemed served on the date of
5 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 46.2 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 46.3 The obligations of COUNTY under this Agreement are contingent upon
13 the availability of Federal and/or State funds, as applicable, for the
14 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
15 for the services hereunder in the budget approved by the Orange County Board
16 of Supervisors each fiscal year this Agreement remains in effect or operation.
17 In the event that such funding is terminated or reduced, ADMINISTRATOR may
18 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
19 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
20 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
21 notification of such determination. CONTRACTOR shall immediately comply with
22 ADMINISTRATOR's decision.

23 46.4 If any provision of this Agreement or the application thereof is
24 held invalid, the remainder of this Agreement shall not be affected thereby.

25 47. GOVERNING LAW AND VENUE

26 This Agreement has been negotiated and executed in the State of
27 California and shall be governed by and construed under the laws of the State
28 of California. In the event of any legal action to enforce or interpret this

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

7 48. SIGNATURE IN COUNTERPARTS

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

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1 WHEREFORE, the parties hereto have executed this Agreement
2 in _____.

3 By: _____

By: _____

4 DIRECTOR
5 COUNTY OF ORANGE
6 SOCIAL SERVICES AGENCY

7 Dated: _____

Dated: _____

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18 APPROVED AS TO FORM
19 COUNTY COUNSEL
20 COUNTY OF ORANGE, CALIFORNIA

21 By: _____

DEPUTY

22 Dated: _____
23
24
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26
27
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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF
TRANSITIONAL HOUSING AND SUPPORTIVE ~~PLACEMENT PROGRAM~~ SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide transitional housing and supportive services to youth YOUTH/NMD between ages sixteen (16) and twenty-one (21) years, and or up until the Juvenile Court terminates jurisdiction, to aid in their transition from group home or foster care to permanent, independent living. Participating youth YOUTH/NMD shall be part of the COUNTY's foster care system, who currently reside in out-of-home placement (group homes or foster homes), are voluntary participants in the THPP/THP+FC program, and are dependents or wards of the court through SSA or Probation Department.

1.2 The purpose of the THPP/THP+FC services ~~is to develop, and implement THPP services for each youth~~ is to enable participating youth YOUTH/NMD to have a successful and empowering emancipation by providing transitional housing and supportive services through THPP/THP+FC.

2. REFERRAL PROCESS

The referral process for ~~program~~ THPP/THP+FC participation is as follows:

2.1 ~~The COUNTY social worker SW or Probation Officer PO~~ shall refer a potential YOUTH/NMD to the COUNTY TPSP.

1 2.2 ~~The~~ COUNTY TPSP shall notify and provide CONTRACTOR with an
2 THPP/THP+FC application, last medical report and/or Health and Education
3 Passport, court dispositions, educational IEP, if applicable, and the last
4 quarterly school progress report, if available, for YOUTH/NMD. The ~~social~~
5 ~~worker~~SW shall provide background information on the YOUTH/NMD.

6 2.3 CONTRACTOR shall review COUNTY information described in
7 Subparagraph 2.2, above, prior to scheduling an interview with the potential
8 YOUTH/NMD.

9 2.4 CONTRACTOR shall interview YOUTH/NMD regarding YOUTH/NMD's desire
10 to live independently and acquire and improve life and relationship skills.
11 YOUTH/NMD's participation in THPP/THP+FC is on a ~~purely~~ voluntary basis.

12 2.5 CONTRACTOR shall place YOUTH/NMD, pending approval and
13 availability of an appropriate THPP Transitional Housing Residence. If
14 CONTRACTOR decides to reject placing a potential YOUTH/NMD in the ~~program~~
15 THPP/THP+FC, the rejection notice must be given in writing to the SSA-TPSP
16 Program Manager with specific details supporting the decision. CONTRACTOR
17 shall ~~review~~ re-evaluate rejection decisions if so requested by SSA TPSP
18 Program Manager.

19 3. ELIGIBILITY REQUIREMENTS

20 YOUTH between the ages of sixteen (16) and eighteen (18) years shall
21 receive transitional housing and supportive services through THPP, and NMDs
22 between ages eighteen (18) and twenty-one (21) years shall receive
23 transitional housing and supportive services through THP+FC. YOUTH/NMD who
24 are eligible to participate in THPP/THP+FC shall be:

25 3.1 Between Ages sixteen (16) and twenty-one (21) years, or up until
26 the Juvenile Court terminates jurisdiction.

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 3.2 Currently residing in an out-of-home placement under the

1 supervision of SSA or Probation Department.

2 3.3 Actively participating in TPSP.

3 3.4 Able to demonstrate placement stability for the last six (6)
4 months. A YOUTH/NMD's placement history should be evaluated on an individual
5 basis/criteria.

6 3.5 Able to show evidence of regular school and/or work attendance.

7 3.6 Required to complete a detailed THP/THP+FC Placement Application
8 related to describing why he/she wants to enter the program THPP/THP+FC and
9 what he/she wants to gain from the program THPP/THP+FC.

10 4. SERVICES

11 4.1 Intake Assessment/ Case Management:

12 CONTRACTOR shall:

13 4.1.1 Collaborate, upon entrance to THPP/THP+FC, with
14 YOUTH/NMD, immediately upon entrance into the program, on developing a Future
15 Plan Program Agreement within two (2) business days. The Therapist,
16 Residential Manager, Youth Care Worker, and ILS Coordinator, will work with
17 YOUTH/NMD to create the plan Program Agreement. The Future Plan includes an
18 accumulation of items/skills necessary for successful independent living
19 (i.e., records such as ID, birth certificate, social security card, as well as
20 intangible skills, such as knowledge of individual skills). develop, Upon
21 admission to the program, a written agreement, with each YOUTH The Program
22 Agreement shall specifying the requirements for participation in the
23 THPP/THP+FC program, including signature lines to denote agreement with
24 requirements. In the Program Agreement, each YOUTH/NMD will indicate by
25 their signature their willingness to accept the privacy and lifestyle
26 restrictions of the program (i.e., curfew, alcohol usage, limitation of
27 visitors, etc.) while participating in the THPP/THP+FC program.

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1 4.1.2 Upon admission to ~~the program~~ THPP/THP+FC, ensure
2 YOUTH/NMD has executed a written Waiver and Release with ADMINISTRATOR prior
3 to entering into ~~the THPP/THP+FC program~~. In said Waiver and Release,
4 YOUTH/NMD shall acknowledge that he/she is voluntarily entering ~~the~~
5 THPP/THP+FC ~~program~~, with the understanding that YOUTH/NMD will be waiving
6 confidentiality and privacy rights otherwise guaranteed under California and
7 Federal law to enable CONTRACTOR to provide reports to ADMINISTRATOR necessary
8 to complete THPP/THP+FC assessment(s). This voluntary Waiver and Release will
9 enable reports to be provided to ADMINISTRATOR's ~~staff~~ regarding the
10 YOUTH/NMD's progress in ~~the program~~ THPP/THP+FC and will allow assessments of
11 ~~the THPP/THP+FC program~~ to be undertaken and will allow some restrictions to
12 be placed upon visitation by family and friends, as set forth in Subparagraph
13 5.5 of ~~this~~ Exhibit A of this Agreement.

14 4.1.3 Obtain all standard release forms as needed for collateral
15 contacts.

16 4.1.4 Perform Intake/Assessment to evaluate YOUTH/NMD through an
17 informal process. The collected information will be used to aid in proper
18 resource referrals for YOUTH/NMD and provide data for SSA and/or Probation
19 Department.

20 4.1.5 Meet weekly with YOUTH/NMD for the first three (3) to six
21 (6) months of the program, depending on the YOUTH/NMD's needs.

22 4.1.6 Provide housing, case management services, and referrals
23 to job preparation and search services, treatment services, and general life
24 skills training for YOUTH/NMD. ~~through the use of principles from the Positive~~
25 ~~Youth Development Model~~. The goal of this requirement shall be to assist
26 YOUTH/NMD to develop the life skills necessary to maintain and sustain a
27 healthy lifestyle by:

28 ///

1 4.1.6.1 Helping YOUTH/NMD develop a better understanding
2 of individual relationships.

3 4.1.6.2 Assisting YOUTH/NMD in maintaining a substance-
4 free lifestyle.

5 4.1.6.3 Teaching YOUTH/NMD to develop money management
6 skills to facilitate self-sufficiency.

7 4.1.6.4 Assisting YOUTH/NMD to develop the life skills
8 necessary to secure and maintain permanent housing and employment.

9 4.1.7 Encourage YOUTH/NMD to access public transportation.
10 However, Live-In Program Staff, who must be properly licensed to operate a
11 vehicle, as described in Subparagraph 10.4.24, may provide transportation to
12 doctor's visits, or other appropriate destinations.

13 4.1.8 Provide Live-In Program Staff to YOUTH/NMD for each
14 Transitional Housing Residence. The Live-in Program Staff shall:

15 4.1.8.1 Participate in the care and treatment of
16 YOUTH/NMD, which includes supporting the YOUTH/NMD's TILP and Program
17 Agreement.

18 4.1.8.2 Develop and maintain relationships with each
19 YOUTH/NMD.

20 4.1.8.3 Provide resources, guidance, and support to
21 YOUTH/NMD. ~~and help to maintain guideline.~~

22 4.2 Transitional Housing:

23 CONTRACTOR shall:

24 4.2.1 ~~CONTRACTOR shall provide~~ provide supported independent living, in
25 suitable housing, as approved by SSA. "Suitable housing" may include, but not
26 be limited to, an apartment rented by CONTRACTOR or a community home owned or
27 leased by CONTRACTOR. CONTRACTOR shall also provide services to YOUTH/NMD to
28 assist them in developing life skills to successfully transition into adult

1 life. ~~CONTRACTOR shall:~~

2 4.2.2 Assign YOUTH/NMD to SSA-approved housing upon acceptance
3 to ~~the program~~ THPP/THP+FC, and provide daily supervision. YOUTH/NMD assigned
4 to an apartment setting will live independently in a furnished apartment
5 rented by CONTRACTOR, with one (1) to two (2) other YOUTH/NMD; or three (3)
6 others, upon approval of the SSA TPSP ~~Program~~ Manager. YOUTH/NMD assigned to
7 a community home will live independently in a furnished home setting and will
8 have either a private bedroom or share a bedroom with one (1) other THPP
9 YOUTH/NMD.

10 4.2.3 Provide YOUTH/NMD with a working phone, which can be
11 restricted to local phone calls.

12 4.3 Supportive Services:

13 ~~CONTRACTOR shall:~~

14 4.3.1 ~~CONTRACTOR shall also provide~~ provide services to YOUTH/NMD to
15 assist them in developing life skills to successfully transition into adult
16 life.

17 4.3.2 ~~Provide care coordination to Support~~ Support YOUTH/NMD including
18 ~~coordination of~~ with all medical and non-medical care, referrals, resources,
19 and support, including personal care services, support networks, coordination
20 of information and care amongst staff, and advocating for successful
21 educational experiences for each YOUTH/NMD.

22 4.3.3 ~~Ensure that Encourage~~ Encourage YOUTH/NMD to receive counseling by a
23 therapist, ~~as defined in Subparagraph 3.16 of the Agreement.~~ The therapy shall
24 be provided at the frequency determined to be necessary between CONTRACTOR and
25 assigned social worker SW or probation officer PO to meet the YOUTH/NMD's
26 needs.

27 4.3.4 ~~Ensure that the Therapist shall provide YOUTH with~~
28 ~~individual therapy a minimum of once a week for one (1) hour, as well as group~~

1 ~~therapy with other THPP YOUTH every other week for one (1) hour.~~

2 4.3.5 Enable YOUTH/NMD to have an Emancipation #Mentor, as
3 described in Subparagraph 3.5 of this Agreement, while in THPP/THP+FC.
4 YOUTH/NMD shall receive help and support for interpersonal and social skills,
5 and increase their awareness of resources available to them in and around
6 their community. ~~Each mentor shall provide a one (1) year commitment, and be~~
7 ~~carefully screened through a criminal clearance, child abuse index check,~~
8 ~~Department of Motor Vehicles clearance, and two (2) references prior to having~~
9 ~~any YOUTH contact.~~

10 4.3.6 Teach YOUTH/NMD conflict resolution skills by teaching
11 them problem solving skills, principles of conflict resolution, the basics of
12 effective communication and listening, critical and creative thinking, with an
13 emphasis on personal responsibility and self-discipline.

14 4.3.7 Encourage and assist YOUTH/NMD in the completion of their
15 high school diploma, if applicable.

16 4.3.8 Work with YOUTH/NMD seeking employment and communicate on
17 a daily basis to monitor the job search, and provide support and assistance,
18 if applicable.

19 4.3.9 Encourage and assist YOUTH/NMDs who are high school
20 graduates, in seeking higher education for the purposes of expanding their
21 future employment opportunities.

22 4.3.10 Provide training components on interpersonal
23 relationships, parenting, sex education, personal safety, ~~and~~ hygiene, health
24 issues, alcohol, drugs and tobacco, anger management, budget management,
25 banking, nutrition and cooking, shopping, and other topics as they are
26 identified.

27 ///

28 ///

1 5. RULES AND REGULATIONS

2 5.1 CONTRACTOR shall ensure that YOUTH/NMD follows all rules and
3 regulations as set forth below:

4 5.1.1 Education:

5 5.1.1.1 YOUTH/NMD must comply with the educational
6 requirements established by his/her TILP and Program Agreement.

7 5.1.1.2 YOUTH/NMD must attend required education
8 classes, if applicable, to ensure scheduled graduation/completion.

9 ~~5.1.1.3 YOUTH/NMD must attend all high school, adult
10 education, and/or job training classes, and/or secondary education, unless ill
11 or on an approved absence by the social worker Sw, Therapist, Residential
12 Manager, or PO, as established by the placing agency.~~

13 5.1.1.4 YOUTH/NMD must notify CONTRACTOR's on-call staff
14 about any unauthorized absence from his/her educational establishment, as
15 identified in Subparagraph 5.1.3 above, and the reason(s) for ~~it~~ the absence.

16 5.1.1.5 YOUTH/NMD shall provide proof of satisfactory
17 progress in accordance with his/her TILP and Program Agreement.

18 5.1.2 Employment:

19 5.1.2.1 CONTRACTOR shall facilitate YOUTH/NMD's linkage
20 to a Youth Employment Program, if applicable, or a Workforce Investment
21 Board (WIB), or other employment programs, as directed by COUNTY ADMINISTRATOR,
22 to provide employment and training.

23 5.1.2.2 YOUTH/NMD shall obtain part-time employment
24 within thirty (30) days of entering the program.

25 ~~5.1.2.3 YOUTH attending school shall work from ten (10)
26 to twenty five (25) hours per week. YOUTH work hours extending beyond curfew,
27 must be pre-approved by YOUTH's Therapist/Residential Manager and social
28 worker/PO.~~

1 5.1.2.4 ~~YOUTH not attending school shall work between~~
2 ~~thirty (30) to forty (40) hours per week.~~

3 5.1.2.5 YOUTH/NMD shall provide proof of satisfactory
4 progress in accordance with his/her TILP and Program Agreement.

5 5.1.3 Personal Safety:

6 5.1.3.1 Every YOUTH/NMD is required to attend all safety
7 courses provided by CONTRACTOR.

8 5.1.3.2 YOUTH/NMD must also demonstrate respect and
9 responsible behavior towards his/her roommate(s), other YOUTH/NMD in the
10 program THPP/THP+FC, CONTRACTOR's staff, and members of the community in which
11 he/she resides.

12 5.1.4 Weapons:

13 5.1.4.1 No weapons of any kind (guns, knives, etc.) are
14 allowed in THPP Transitional Housing #Residences or in the possession of any
15 YOUTH/NMD for any reason.

16 ~~5.1.4.2 Under California law, no one under the age of~~
17 ~~twenty one (21) may own or possess a firearm (i.e., rifle, shotgun or~~
18 ~~handgun).~~

19 5.1.4.3 Failure to comply with Subparagraph 5.4 of this
20 Exhibit A, will lead to immediate termination from the program THPP/THP+FC.

21 5.1.5 Visitors:

22 5.1.5.1 All visitors must be pre-approved by the social
23 worker SW/ PO and Residential Manager.

24 5.1.5.2 No more than two (2) visitors are allowed in a
25 THPP Transitional Housing #Residence at any one time without special
26 permission from the social worker/PO and Residential Manager and/or Live-In
27 Program Staff.

28 ///

1 5.1.5.3 No overnight visitors are allowed without
2 special permission from the ~~social worker~~ SW/PO and the Residential Manager.

3 5.1.5.4 YOUTH/NMD shall be held accountable for any
4 problems/damages caused by his or her visitors. Monitoring the behavior of
5 the visitor is the responsibility of YOUTH/NMD, and the visitor shall be asked
6 to leave if he/she acts inappropriately.

7 5.1.5.5 Visitors in possession or under the influence of
8 drugs and/or alcohol are not allowed in the THPP Transitional Housing
9 Residence. It is the responsibility of YOUTH/NMD to make that determination
10 and respond appropriately.

11 5.1.5.6 All visitors must abide by curfew, as defined in
12 Subparagraph 5.1.8, below. ~~Special~~ Exceptions can be made only with the
13 permission of the ~~social worker~~ SW/PO and the Residential Manager.

14 5.1.5.7 Runaways/Absence Without Official Leaves (AWOLS)
15 are not allowed into THPP Transitional Housing Residences at any time.
16 Allowing a runaway into a THPP Transitional Housing Residence can result in
17 the YOUTH/NMD's immediate discharge termination from the program THPP/THP+FC,
18 in accordance with Subparagraph 7.3 below.

19 5.1.5.8 Any problems concerning a visitor should be
20 reported immediately to the Live-in-Youth-Care Worker Program Staff.

21 5.1.6 Emergencies:

22 5.1.6.1 An emergency is anything requiring immediate
23 attention or assistance from resources such as police, fire, ambulance, SSA or
24 Probation Department.

25 5.1.6.2 All YOUTH/NMD shall be required to pass First
26 Aid and CPR courses, as well as other noted safety courses. All emergencies
27 must be reported within twenty-four (24) hours as soon as possible to the
28 Residential Manager who shall notify the County social worker SW and/or PO, as

1 appropriate.

2 5.1.6.3 Each YOUTH/NMD shall be required to find and
3 post emergency telephone numbers for police, fire, ambulance, and SSA or
4 Probation Department. These, along with the landlord's or Residential
5 Manager's telephone number and the Live-in-Youth-Care-Worker Program Staff's
6 phone number and emergency pager number, shall be posted next to the phone in
7 the THPP Transitional Housing Residence.

8 5.1.6.4 The social worker SW/PO and the TPSP Program
9 Manager or designee must be notified verbally within twenty-four (24) hours of
10 the emergency (telephone numbers referenced in Subparagraph 38.9 of this
11 Agreement). CONTRACTOR's verbal report shall be followed by the submission of
12 a written Special Incident Report within two (2) calendar days of the incident
13 to County social workers SW/PO, and County Group Home Placement Consultant
14 TPSP.

15 5.1.7 Medical Problems:

16 5.1.7.1 Upon entry to the THPP/THP+FC program, YOUTH/NMD
17 and the Therapist, Residential Manager, and/or social worker SW/PO shall
18 clarify the appropriate resources to be used in the event of a medical
19 problem, emergency, as well as routine medical checkups and preventative care.

20 5.1.7.2 A physician's report, such as the latest CHDP
21 evaluation, clearing YOUTH/NMD to participate in the program THPP/THP+FC,
22 including the statement, "nothing precludes the YOUTH/NMD from living
23 independently," shall be submitted as part of the application process into the
24 program THPP/THP+FC.

25 5.1.7.3 In the event of an emergency, YOUTH/NMD
26 shall notify the Live-in-Youth-Care-Worker Program Staff immediately.
27 Residential Manager, and SW/PO as soon as possible.

28 ///

1 5.1.8 Curfew:

2 5.1.8.1 The program curfew for all YOUTH/NMD shall be
3 10:00 p.m followed in accordance with his/her TILP and Program Agreement.
4 However, for YOUTH who are eighteen (18) years of age, the curfew shall be
5 midnight (12:00 a.m.) on Friday and Saturday evenings.

6 5.1.8.2 YOUTH/NMD shall follow the curfews of the town
7 or city within which he or she resides if those curfews are earlier than those
8 of the program, identified in his/her TILP and Program Agreement.

9 5.1.8.3 Curfew may be extended for special events with
10 the prior agreement approval of from the Residential Manager and SW/PO.

11 5.1.8.4 All YOUTH/NMD shall sleep in their own his/her
12 apartments or bedrooms, every night, unless pre-approved by the Residential
13 Manager and/or SW/PO.

14 5.1.9 Lending or Borrowing Money:

15 5.1.9.1 YOUTH/NMDs are strongly discouraged from lending
16 or borrowing money.

17 5.1.9.2 THPP/THP+FC program cannot assume responsibility
18 for replacement or return of funds that YOUTH/NMD lends or borrows.

19 5.1.9.3 It is the responsibility of each YOUTH/NMD to
20 pay all of his/her debts, in a timely manner.

21 5.1.10 Budgeting and Payment of Bills:

22 5.1.10.1 Each YOUTH/NMD shall work with the Live-in
23 Youth-Care Worker Program Staff on a monthly budget and a system of for
24 payment of bills for items such as utilities, telephone, rent and other bills
25 expenses.

26 5.1.10.2 Live-in-Youth-Care-Worker Program Staff shall
27 monitor YOUTH/NMD on a weekly basis in order to educate YOUTH/NMD on how to
28 live on a fixed income.

1 5.1.10.3 Each YOUTH/NMD shall be accountable for their
2 budget and payment of bills, as necessary applicable.

3 5.1.11 Unauthorized Purchases:

4 All purchases from YOUTH's bank account apart from his/her
5 regular budget/withdrawals items included in his/her monthly budget identified
6 in 5.10.1 above, must be pre-approved by his/her the Residential Manager.

7 5.1.12 Savings:

8 5.1.12.1 YOUTH/NMD shall be required to put seventy-five
9 (75) percent encouraged to save a portion of their his/her income, as
10 identified in his/her Program Agreement, in their a savings account to use
11 after emancipation and/or upon leaving THPP/THP+FC.

12 5.1.12.2 YOUTH/NMD shall establish accountability by
13 turning in copies of deposit slips, pay stubs, and bank statements.

14 5.1.13 Pregnancy:

15 A pregnant YOUTH/NMD may continue her involvement in the
16 program THPP/THP+FC as long as appropriate progress is maintained and no
17 medical conditions/restrictions develop as determined by a physician that
18 would preclude her from safe independent living.

19 5.1.14 Parenting:

20 5.1.14.1 A parenting YOUTH/NMD may participate in the
21 program THPP/THP+FC as long as he/she attends parent education class(es),
22 meets all program policies THPP/THP+FC requirements, and is actively involved
23 with COUNTY's Cal-Learn program until graduation from high school.

24 5.1.14.2 YOUTH/NMD shall be responsible for identifying
25 and obtaining safe and appropriate childcare while working, or attending
26 school, or training, with the guidance of the SW/PO and Live-In-Youth-Care
27 Worker Staff Person.

28 ///

1 5.1.15 Childcare:

2 5.1.15.1 YOUTH/NMD may not provide childcare to other
3 people's children ~~in~~ at a THPP Transitional Housing ~~R~~Residence.

4 5.1.15.2 YOUTH/NMD may be employed as childcare workers
5 by licensed youth-care facilities. However, childcare services may not be
6 provided at a Transitional Housing Residence.

7 5.1.16 THPP/THP+FC Residence Management/Cleanliness:

8 5.1.16.1 It shall be the responsibility of YOUTH/NMD to
9 keep his/her residence clean on a daily basis and do his/her ~~own~~ laundry.

10 5.1.16.2 ~~Keeping~~ YOUTH/NMD shall maintain the
11 apartment/bedroom/common living area clean and safe, including, but ~~is~~ not
12 limited to:

13 5.1.16.2.1 Dusting.

14 5.1.16.2.2 Vacuuming.

15 5.1.16.2.3 Cleaning dishes.

16 5.1.16.2.4 Making ~~the~~ his/her bed.

17 5.1.16.2.5 Straightening up.

18 5.1.16.2.6 Respecting others in terms of
19 material displayed in the THPP Transitional Housing ~~R~~Residence.

20 5.1.16.2.7 Unplugging electrical items and
21 small appliances (i.e., iron, toaster, curling iron, etc.).

22 5.1.16.2.8 Informing ~~staff~~ Live-In Program
23 Staff and/or Residential Manager if something in the THPP Transitional Housing
24 ~~R~~Residence breaks or requires repair/maintenance.

25 5.1.16.3 Each apartment ~~and/or~~ bedroom within ~~a~~ the THPP
26 Transitional Housing ~~R~~Residence is subject to weekly unannounced inspection by
27 the Live-in-Youth-Care-Worker Program Staff. Each apartment ~~and/or~~ bedroom
28 shall be evaluated on cleanliness, tidiness, compliance with curfew and

1 visitor regulations, and any other aspect as related to the Rules and
2 Regulations identified in Paragraph 5 of Exhibit A of this Agreement. of the
3 program.

4 5.1.16.4 CONTRACTOR may provide Special incentives may be
5 given for the cleanest apartment and/or bedroom at the end of each month.

6 5.1.17 Furnishings:

7 5.1.17.1 Prior to YOUTH/NMD moving into his/her
8 residence, the Live-in-Youth-Care-Worker Program Staff shall make sure the
9 appropriate furniture and household items are in order.

10 5.1.17.2 Furniture and household items shall be checked
11 by CONTRACTOR prior to each new YOUTH/NMD moving in.

12 5.1.17.3 Upon completion of the program THPP/THP+FC,
13 YOUTH/NMD shall be allowed to keep the furniture in his/her apartment or
14 bedroom, or distribute it equally among the roommates with assistance of the
15 Live-in-Youth-Care-Worker Program Staff.

16 5.1.18 Property:

17 5.1.18.1 Deliberate destruction of property, which
18 includes physical damage to the THPP Transitional Housing Residence, marking
19 on walls, and intentional damage to another person's belongings, etc., shall
20 not be tolerated.

21 5.1.18.2 A YOUTH/NMD deliberately damaging property may
22 be subject to a policy violation or discharge from the program THPP/THP+FC.
23 YOUTH/NMD shall be required to pay for damages.

24 5.1.19 Alcohol and Other Drugs:

25 5.1.19.1 No drugs or alcohol are permitted on the THPP
26 Transitional Housing Residence premises.

27 5.1.19.2 YOUTH/NMD caught taking drugs or alcohol, while
28 on the Transitional Housing Residence premises, may be subject to a program

1 violation or discharge from the program THPP/THP+FC.

2 5.1.19.3 Smoking is not allowed for YOUTH seventeen (17)
3 years of age or younger. Eighteen (18) year olds and over may smoke outside
4 of the THPP Transitional Housing Residence only.

5 5.1.19.4 If caught taking drugs or alcohol, CONTRACTOR
6 may implement ~~the three (3) strike policy~~ consequences, as deemed appropriate,
7 in agreement with the impact of the drug or alcohol use based on the impact of
8 the substance abuse. The policy consequence(s) shall ~~may be implemented~~
9 enforced at the discretion of the Residential Manager in concert with the
10 Therapist, ~~Special Programs Director,~~ in addition to SSA or Probation
11 Department.

12 ~~5.1.19.5 The three (3) strike policy for YOUTH caught~~
13 ~~using alcohol and other drugs is as follows:~~

14 ~~5.1.19.5.1 First Offense: YOUTH shall be~~
15 ~~subject to daily apartment or bedroom checks.~~

16 ~~5.1.19.5.2 Second Offense: YOUTH shall be~~
17 ~~required to attend a Substance Abuse Support Treatment Program.~~

18 ~~5.1.19.5.3 Third Offense: YOUTH shall be~~
19 ~~discharged from the program.~~

20 5.1.19.6 YOUTH/NMD caught possessing drugs or alcohol (on
21 their person or in their belongings or in their apartment or bedroom) are
22 subject to discharge from the program THPP/THP+FC at the discretion of the
23 Residential Manager, ~~Special Programs Director~~ and ADMINISTRATOR TPSP. This
24 includes a guest bringing the drugs or alcohol into the THPP Transitional
25 Housing Residence. Each case shall be individually assessed.

26 5.1.20 Decorating:

27 5.1.20.1 YOUTH/NMD is required to obtain the permission
28 of the Residential Manager before painting and/or decorating ~~their~~ his/her

1 residence.

2 5.1.20.2 All décor must be appropriate and must not
3 contain, for example, obscenities, vulgar content, and/or gang-related
4 material.

5 5.1.21 Noise Level:

6 5.1.21.1 Each YOUTH/NMD shall keep noise level from
7 television or radio equipment and electronic media (to include computers,
8 iPods, etc.) at a reasonable level.

9 5.1.21.2 Quiet time begins at 10:00 p.m. nightly.

10 5.1.22 Dating:

11 ~~5.1.22.1 YOUTH must be responsible in dating and ensure~~
12 ~~that staff are aware of where the date will take place, with whom, and how to~~
13 ~~be reached in an emergency.~~

14 5.1.22.2 ~~YOUTH shall follow curfew as defined in~~
15 ~~Subparagraph 5.8. above.~~

16 5.1.22.3 ~~YOUTH shall only date people who have been~~
17 ~~approved by the SW/PO.~~

18 5.1.22.4 YOUTH/NMD will be responsible for his/her own
19 dating.

20 5.1.22.5 YOUTH/NMD will be educated on characteristics of
21 healthy relationships.

22 5.1.23 Riding In Vehicles:

23 5.1.23.1 YOUTH shall not ride in cars of unknown persons,
24 or drivers who are known to be unsafe, intoxicated, using alcohol or drugs, or
25 too emotionally distraught to safely drive safely.

26 5.1.23.2 YOUTH shall only ride in vehicles with people
27 who have been approved by the social worker SW/PO.

28 ///

1 5.1.24 Vehicles:

2 5.1.24.1 YOUTH must have the written permission of
3 CONTRACTOR before buying or driving a vehicle, or storing a vehicle on
4 premises.

5 5.1.24.2 Each YOUTH/NMD must have a valid driver's
6 license, proof of insurance, and maintain insurance in order to drive a
7 vehicle. YOUTH/NMD shall not violate any conditions of his/her probation, if
8 applicable, related to operating a motor vehicle.

9 5.1.24.3 Failure to follow these vehicle rules shall be
10 grounds for discharge from the program THPP/THP+FC.

11 5.1.25 Use of Utilities and Telephone:

12 5.1.25.1 All THPP Transitional Housing Residences shall
13 contain a telephone and utilities such as water, electricity, and heating.

14 5.1.25.1.1 YOUTH/NMD shall be oriented to
15 proper usage and functioning of these systems.

16 5.1.25.2 It is prohibited for YOUTH/NMD to waste valuable
17 resources in excess, (e.g., leaving running water and flooding the THPP
18 Transitional Housing Residence). and Doing so could result in termination
19 from the THPP program THPP/THP+FC, as referenced in Paragraph 7, below.

20 DISCIPLINE POLICIES

21 YOUTH shall follow CONTRACTOR's discipline policies as set forth in this
22 Agreement.

23 5.2 CONTRACTOR shall enforce/monitor behavioral consequences for
24 YOUTH/NMD experiencing discipline problems not following the Rules and
25 Regulations stated above. Behavioral consequences may include, but are not
26 limited to:

27 5.2.1 ~~Imposition of~~ Modify curfew.

28 5.2.2 Visitor restrictions.

- 1 5.2.3 Daily office visits.
- 2 5.2.4 More frequent meetings with CONTRACTOR staff or ~~social~~
3 ~~worker~~ SW, or PO.
- 4 5.2.5 Termination from ~~the program~~ THPP/THP+FC, and returning
5 YOUTH/NMD to County placement, if applicable.
- 6 ~~5.2.6 Implementation of the three (3) strikes policy with the~~
7 ~~opportunity to remove a strike after three (3) months.~~
- 8 5.2.7 Restriction of off-site privileges.
- 9 5.3 Residential Manager in concert with Therapist, in addition to ~~and~~
10 ~~County social worker~~ SW/PO shall determine appropriate disciplinary action
11 with the approval of the ~~CFS Director~~ TPSP Manager when behavioral
12 consequences beyond standard interventions are required.

13 6. TERMINATION POLICIES

14 6.1 YOUTH/NMD shall be subject to CONTRACTOR's termination policies as
15 set forth in this Agreement, and may be discharged from ~~the program~~
16 THPP/THP+FC for the following reasons:

17 6.1.1 Failure to follow the ~~program~~ THPP/THP+FC Rules and
18 Regulations, identified in Paragraph 5 of Exhibit A of this Agreement, TILP,
19 or Program Agreements.

20 6.1.2 Involvement in illegal activities (e.g., use of alcohol,
21 drugs, theft, assault, etc.).

22 6.1.3 Destruction of property.

23 6.1.4 Participation in high risk or unsafe behavior.

24 6.1.5 Continual misuse of allowance or personal money without
25 signs of growth.

26 6.1.6 Violation of visitation policy.

27 6.1.7 Making threats of any nature to staff or other program
28 YOUTH/NMD.

1 6.1.8 Eviction by landlord if living in an apartment setting.

2 6.1.9 Going AWOL from the THPP Transitional Housing Residence.

3 6.1.10 Committing arson.

4 6.1.11 Administrative terminations where YOUTH/NMD's services are
5 suspended due to administrative action (i.e., ~~Aid to Families with Dependent~~
6 ~~Children (AFDC)~~ CalWORKs ineligibility, court decision, etc.).

7 6.2 The above list is not all-inclusive. YOUTH/NMD may be discharged
8 from the program THPP/THP+FC for any behavior or misconduct that jeopardizes
9 the program THPP/THP+FC or anyone's personal safety or success in the program
10 THPP/THP+FC, including their own.

11 6.3 CONTRACTOR may discharge YOUTH/NMD from the program THPP/THP+FC
12 upon seven (7) business days advance written notice to YOUTH/NMD and SSA ESP
13 TPSP Program Manager. If Upon requested, CONTRACTOR shall review discharge
14 decisions with the SSA ESP TPSP Program Manager. The decision of the SSA ESP
15 TPSP Program Manager's final decision, regarding discharge of YOUTH/NMD from
16 the program THPP/THP+FC, shall be binding on CONTRACTOR.

17 7. ASSESSMENT/OUTCOME AND EVALUATION

18 7.1 Upon acceptance into the THPP/THP+FC, each YOUTH/NMD shall be
19 evaluated using an assessment tool as prescribed by the SSA ESP TPSP.

20 7.2 CONTRACTOR shall measure the following outcomes goals/needs to
21 determine individual program effectiveness:

22 7.2.1 Educational attainment.

23 7.2.2 Employment/Career.

24 7.2.3 Financial/Budgeting.

25 7.2.4 Health/Medical/Insurance.

26 7.2.5 Housing.

27 7.2.6 Independent Living Skills.

28 7.2.7 Permanency/Circle of Support.

1 ~~7.2.8 Avoidance of Dependency.~~

2 ~~7.2.9 Homelessness.~~

3 ~~7.2.10 Parental Status~~

4 ~~7.2.11 Incarceration.~~

5 ~~7.2.12 High Risk Behaviors.~~

6 7.3 Upon ADMINISTRATOR's request, the CONTRACTOR shall provide
7 YOUTH/NMD with a After-Care sSupport, for a minimum of one (1) year after
8 leaving the program. CONTRACTOR shall provide the following After Care
9 Support services to YOUTH/NMD:

10 7.3.1 Monthly support group.

11 7.3.2 Service referrals as needed.

12 7.4 CONTRACTOR shall track and evaluate the success of YOUTH/NMD for
13 two (2) years by asking requesting YOUTH/NMD to answer questions regarding the
14 following:

15 7.4.1 Educational attainment.

16 7.4.2 Employment/Career.

17 7.4.3 Financial/Budgeting.

18 7.4.4 Health/Medical/Insurance.

19 7.4.5 Housing.

20 7.4.6 Independent Living Skills.

21 7.4.7 Permanency/Circle of Support

22 ~~7.4.8 Avoidance of Dependency.~~

23 ~~7.4.9 Homelessness.~~

24 ~~7.4.10 Parental Status.~~

25 ~~7.4.11 Incarceration.~~

26 ~~7.4.12 High Risk Behaviors.~~

27 7.5 CONTRACTOR shall offer incentives to YOUTH/NMD to participate in
28 the post-evaluation program once a year. ~~Incentives shall be determined by~~

1 CONTRACTOR and SSA Program Staff or Probation Department.

2 8. TRANSITIONAL PLANNING CONFERENCES

3 CONTRACTOR shall participate in Transitional Planning Conferences (TPC),
4 at the request of YOUTH/NMD. ~~identified in Exhibit A, Paragraph 1, of this~~
5 ~~Agreement.~~ The TPC is a youth centered, strength based process, which brings
6 together people identified by YOUTH/NMD as their support system. YOUTH/NMD
7 identify ~~their~~his/her individual goals, and during the meeting participants
8 join the process by identifying the YOUTH/NMD's strengths, and what is needed
9 to assist YOUTH/NMD in completing ~~their~~his/her goals. A TPC Action Plan is
10 developed for YOUTH/NMD to meet his/her educational, employment, housing,
11 ~~medical documentation and~~ social support needs, and obtain medical
12 ~~documentation.~~ TPCs may occur at a location other than CONTRACTOR's
13 business/office.

14 9. FACILITIES

15 9.1 It is anticipated that services provided under this Agreement
16 shall be provided at facilities as determined by CONTRACTOR and approved by
17 COUNTY ADMINISTRATOR.

18 10. STAFF

19 CONTRACTOR shall employ persons for the following staff positions.
20 However, in accordance with Subparagraph 8.2 of this Agreement, CONTRACTOR may
21 subcontract with a Therapist, as described in Subparagraph 10.2 below, for the
22 provision of services provided for in Subparagraph 10.2 below:

23 10.1 Therapist Supervisor:

24 Duties:

25 10.1.1 Provide individual supervision of unlicensed therapists
26 providing counseling to THPP/THP+FC YOUTH/NMDs.

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1 Minimum Qualifications:

2 10.1.2 Licensed Marriage and Family Therapist (MFT) or Licensed
3 Clinical Social Worker (LCSW).

4 10.1.3 Completed a background check through a criminal clearance,
5 Child Abuse Central Index check, Department of Motor Vehicles clearance, and
6 two (2) references prior to any YOUTH/NMD contact.

7 10.2 Therapist:

8 Duties:

9 10.2.1 Participate in program development.

10 10.2.2 Provide YOUTH/NMD with individual therapeutic services on
11 a weekly basis.

12 10.2.3 Conduct individual and group counseling sessions with each
13 YOUTH/NMD.

14 Minimum Qualifications:

15 10.2.4 Licensed Marriage and Family Therapist (MFT); or Licensed
16 Clinical Social Worker (LCSW); or possess a Ph.D. in psychology, social work,
17 or related field; or possess a Master's degree with license eligibility.

18 10.2.5 One (1) to two (2) years of experience working in a human
19 services field.

20 10.2.6 Unlicensed therapist must be supervised by a licensed
21 Therapist Supervisor.

22 10.2.7 Possession of a valid California driver's license and
23 acceptable driving record as determined by CONTRACTOR's insurance carrier.

24 10.2.8 First Aid/CPR certification.

25 10.2.9 Completed a background check through a criminal
26 clearance, Child Abuse Central Index check, Department of Motor Vehicles
27 clearance, and two (2) references prior to any YOUTH/NMD contact.

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1 10.3 Residential Manager:

2 Duties:

3 10.3.1 Participating in program development.

4 10.3.2 Facilitating application and intake process.

5 10.3.3 Coordinating After-Care Support resources with ILS
6 Coordinator for YOUTH/NMD between the ages sixteen (16) through eighteen (18)
7 twenty-one (21) involved in THPP/THP+FC.

8 10.3.4 Maintaining frequent and consistent contact with
9 representatives of all involved agencies.

10 ~~10.3.5~~ Monitoring all aspects of the living environment to ensure
11 compliance with Title 22, and California Code of Regulations standards. and
12 CONTRACTOR regulations.

13 10.3.6 Supervising the Live-In Youth Care Worker Program Staff.

14 Minimum Qualifications:

15 10.3.7 Bachelor's degree in human services or related field with
16 two (2) years of experience working in human services preferred.

17 10.3.8 Excellent organizational skills.

18 10.3.9 Experience working in the group home setting is desired.

19 10.3.10 Completed a background check through a criminal clearance,
20 Child Abuse Central Index check, Department of Motor Vehicles clearance, and
21 two (2) references prior to any YOUTH/NMD contact.

22 10.4 Live-In Youth Care Worker (YCW) Program Staff:

23 Duties:

24 10.4.1 Supervising the care and treatment of YOUTH/NMD residing
25 in an approved THPP/THP+FC residence.

26 10.4.2 Interfacing with clinical staff, community agencies,
27 administrators, and school personnel.

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1 10.4.3 Implementing the ~~treatment plan~~ TILP and Program Agreement
2 as devised by the team and directed by the Therapist.

3 10.4.4 Maintaining accurate records and reports on a daily basis
4 (i.e., intake information, personal logs, treatment notes, staff communication
5 log, termination assessment, incident and runaway reports, behavioral
6 contracts).

7 10.4.5 Transporting YOUTH/NMD in non-emergency situations as
8 approved by ADMINISTRATOR; e.g., court, medical appointments, school.

9 10.4.6 Participating in ~~treatment~~ team meetings.

10 10.4.7 Ensuring compliance with Title 22, California Code of
11 Regulations.

12 10.4.8 Maintaining overall on-site program functioning.

13 10.4.9 Performing as a liaison with all volunteers and workshop
14 leaders.

15 10.4.10 Coordinating medical and dental needs of YOUTH/NMD,
16 including administering and documenting all medication given, if possible.

17 10.4.11 Emphasizing instruction in the areas of: budgeting and
18 finance, housekeeping, hygiene, meal planning and preparation, relationship
19 skills, problem solving, and general life skills.

20 10.4.12 Working closely with the Therapist, Residential Manager,
21 and ILS Coordinator to discuss all aspects of program functioning.

22 10.4.13 Being on-call twenty-four (24) hours a day.

23 10.4.14 Maintaining accurate budgets with receipts and records of
24 all funds spent.

25 10.4.15 Providing YOUTH/NMD with access and freedom of choice to
26 attend religious services.

27 10.4.16 Providing crisis intervention.

28 10.4.17 Reporting the need for repairs and replacement of items in

1 the THPP Transitional Housing Residence.

2 10.4.18 Providing keys to YOUTH/NMD on move-in day and conducting
3 residence inspections.

4 10.4.19 Maintaining communication with program team ADMINISTRATOR
5 about YOUTH/NMD's progress.

6 10.4.20 Collecting monthly rent.

7 10.4.21 Following up with YOUTH/NMD regarding policy violations.

8 10.4.22 Completing regular program reports.

9 Minimum Qualifications:

10 10.4.23 Bachelor's degree in Arts or Sciences (BA/BS) or working
11 toward BA/BS in Human Services or related field or two (2) years of experience
12 working in a Human Services or related field.

13 10.4.24 Possess a valid Class C California driver's license, proof
14 of automobile insurance that can be verified by a clearance from the
15 California Department of Motor Vehicles, and proof of driving record with no
16 serious traffic violations.

17 10.4.25 First Aid/CPR certification.

18 10.4.26 Prior experience working with YOUTH/NMD.

19 10.4.27 Able to work fulltime and commit to THPP/THP+FC for at
20 least one (1) year.

21 10.4.28 Completed a background check through a criminal clearance,
22 Child Abuse Central Index check, Department of Motor Vehicles clearance, and
23 two (2) references prior to any YOUTH/NMD contact.

24 10.5 Independent Living Skills (ILS) Program Coordinator:

25 Duties:

26 10.5.1 Work with the Residential Manager to help YOUTH/NMD
27 establish and complete an individual transition plan TILP and/or Program
28 Agreement.

1 10.5.2 Meet with each YOUTH/NMD to discuss progress in meeting
2 educational goals.

3 10.5.3 Assist YOUTH/NMD in setting personal, program,
4 educational, and employment goals.

5 10.5.4 Formulate ~~Future Plan~~ Program Agreement with YOUTH/NMD's
6 Residential Manager and closely monitor specific needs monthly.

7 10.5.5 Link YOUTH/NMD with community and professional contacts.

8 10.5.6 Maintain consistent contact with the ~~Orangewood Children's~~
9 ~~Foundation Independent Living Program (ILP)~~ TPSP and Independent Living
10 Program contracted provider to ensure YOUTH/NMD's participation.

11 Minimum Qualifications:

12 10.5.7 Bachelor's Degree in Human Services or related field and
13 two (2) years of experience working in Human Services.

14 10.5.8 Excellent organizational skills.

15 10.5.9 Experience working in a group home setting is desired.

16 10.5.10 Completed a background check through a criminal clearance,
17 Child Abuse Central Index check, Department of Motor Vehicles clearance, and
18 two (2) references prior to any YOUTH/NMD contact.

19 10.6 Emancipation Mentor (Volunteer):

20 Duties:

21 10.6.1 Participating in a volunteer training.

22 10.6.2 Attend mentor orientation. The orientation shall discuss
23 the rules and regulations of THPP/THP+FC Program, an understanding of
24 YOUTH/NMD's background, and outline rules and regulations of the mentor
25 relationship

26 10.6.3 Visiting YOUTH/NMD at least twice a month, with weekly
27 contact by phone or mail.

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1 10.6.4 Working with YOUTH/NMD on building community
2 relationships.

3 Minimum Qualifications:

4 10.6.5 Experience working with YOUTH and willing to commit to the
5 THPP/THP+FC for at least one (1) year (two (2) hours per week).

6 10.6.6 Pass Completed a background check through a criminal
7 clearance, eChild Abuse Central Index check, Department of Motor Vehicles
8 clearance, and two (2) references prior to any YOUTH/NMD contact.

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