

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 _____
6 FOR THE PROVISION OF FOSTER FAMILY AGENCY SERVICES
7

8 THIS AGREEMENT, entered into this ___ day of _____, 20__, which date is
9 particularized for purpose of reference only, is by and between the COUNTY OF
10 ORANGE, hereinafter referred to as "COUNTY," and _____,
11 licensed as a "Foster Family Agency," hereinafter referred to as "CONTRACTOR."
12 This Agreement shall be administered by the County of Orange Social Services
13 Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."
14

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

17 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
18 foster family agency services in order to increase available foster homes; and
19

20 WHEREAS, CONTRACTOR agrees to render such services on the terms and
21 conditions hereinafter set forth; and
22

23 WHEREAS, such contracts are authorized and provided for pursuant to
24 Welfare and Institutions Code Sections 16501, 11400(v), and 18358; and
25 California Department of Social Services Manual of Policies and Procedures,
26 Section 11-403;
27

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

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1 1. TERM

2 The term of this Agreement shall commence on ___ __, 20___, and terminate
3 on June 30, 2015, unless earlier terminated pursuant to the provisions of
4 Paragraph 39 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to, obligations with respect to indemnification, audits, reporting
7 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. STATUS OF CONTRACTOR

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

25 CONTRACTOR, its agents, employees and volunteers shall not be entitled
26 to any rights and/or privileges of COUNTY employees, and shall not be
27 considered in any manner to be COUNTY employees.

28 ///

1 4. DEFINITIONS

2 4.1 AFDC-FC Program: Aid to Families with Dependent Children - Foster
3 Care, the federal aid provided on behalf of needy children in foster care who
4 meet the eligibility requirements as specified in the California Department of
5 Social Services (CDSS) regulations and applicable State and Federal laws.

6 4.2 Assembly Bill 12 (AB 12): California legislation known as
7 "Fostering Connections to Success Act," signed into law on September 30, 2010
8 and effective January 1, 2012, to be phased in through January 2014, extending
9 foster care services beyond age eighteen (18) years.

10 4.3 California Department of Social Services (CDSS): The State agency
11 charged with the responsibility to serve, aid, and protect disadvantaged and
12 vulnerable children and adults. CDSS establishes the rate for each Foster
13 Family Agency utilized by counties for placement of dependent children.

14 4.4 Community Care Licensing Division (CCLD): The division of the
15 CDSS that is responsible for the licensing and monitoring of Foster Family
16 Agencies for compliance with Community Care Licensing (CCL) regulations within
17 the State of California.

18 4.5 Case Plan: A court ordered, written document that, at a minimum,
19 specifies the type of home in which a Foster Youth/NMD shall be placed, the
20 safety of that home, and the appropriateness of that home to meet the Foster
21 Youth's/NMD's needs.

22 4.6 COUNTY Social Worker: Social Services Agency (SSA) Social Worker
23 assigned as the case-carrying social worker responsible for a Foster Youth's
24 placement and care.

25 4.7 Court Appointed Special Advocate (CASA): Trained volunteer,
26 assigned by the CASA office, who meets regularly with Foster Youth and
27 advocates on his/her behalf, SSA, the juvenile court, and other community
28 agencies.

1 4.8 Education Case Plan: Public Law 110-351 (Fostering Connections to
2 Success and Increasing Adoptions Act of 2008) amended Title IV-E of the Social
3 Security Act to require that a case plan include a plan for ensuring the
4 educational stability of Foster Youth while in foster care. Placement of the
5 youth in foster care takes into account the appropriateness of the current
6 educational setting and the proximity of the foster home placement to the
7 school in which the youth is enrolled at the time of placement.

8 4.9 Extended Foster Care: Period of time non-minor dependents (NMD),
9 defined in Subparagraph 4.16 below, are eligible to receive support services
10 under AB 12.

11 4.10 Foster Family Agency (FFA): An agency licensed and monitored by
12 CCLD to recruit, train, and certify foster parents; to provide professional
13 support to foster parents; and to find homes for temporary and permanent
14 placement of Foster Youth. The FFA may also be certified to accept placements
15 of NMDs.

16 4.11 Foster Youth: An individual between the ages of birth (0) to
17 eighteen (18) years, referred for foster care services by ADMINISTRATOR to
18 CONTRACTOR.

19 4.12 Health and Education Passport (HEP): The document that provides
20 historical and current health, dental, and psychiatric information as it
21 pertains to a Foster Youth or NMD.

22 4.13 Ice Breaker: Informal Foster Youth-focused meeting involving FFA
23 staff and COUNTY Social Workers, biological parents, and FFA caregivers held
24 prior to or soon after a Foster Youth is placed in out-of-home care to
25 facilitate the sharing of information about the Foster Youth and for team
26 building between biological parents and FFA caregivers.

27 4.14 Individual Education Plan (IEP): An assessment procedure
28 requested by parents, guardians, school staff, and/or other involved parties,

1 to determine a youth's educational needs.

2 4.15 Needs and Services Plan: Written plan required by California Code
3 of Regulations (CCR), Title 22, Division 6, Sections 84068.2 and 84268.2
4 relating to the licensing of community care facilities.

5 4.16 Non-Minor Dependent (NMD): Pursuant to California Welfare and
6 Institutions Code (WIC) Section 11400(v), a foster child who has attained the
7 age of eighteen (18) years while in foster care and is younger than nineteen
8 (19) years as of January 1, 2012; younger than twenty (20) years as of January
9 1, 2013; or younger than twenty-one (21) years as of January 1, 2014. The NMD
10 must meet at least one of the AB 12 participation requirements and must
11 participate in a Transitional Independent Living Plan under the responsibility
12 of COUNTY.

13 4.17 Notice of Hearing: Notification by certified mail of Foster
14 Youth's dependency status review hearing. Included with the Notice of Hearing
15 is the Summary of Recommendation for Disposition form, which is required to be
16 provided to the foster parents having physical custody of the Foster Youth, if
17 the Foster Youth is not residing with his/her parents.

18 4.18 Permanency: Safe, stable, sustainable, and committed relationship
19 between a Foster Youth and an adult across time and circumstances.

20 4.19 Placement Disruption: An occasion requiring the removal of a
21 Foster Youth from the FFA certified home. Placement disruption may occur in
22 conjunction with a Team Decision Making meeting when the Foster Youth is no
23 longer compatible with the ability of the FFA home to manage that behavior;
24 the security of the Foster Youth is at risk; the Foster Youth's needs cannot
25 be met by the foster home due to a foster family emergency; and/or the
26 juvenile court has ordered the Foster Youth transferred.

27 4.20 Program Statement: Document prepared by the FFA, as required by
28 CDSS regulations, and filed with CCL, providing details of the day-to-day

1 operations of the FFA, including, but not limited to, staffing, training,
2 therapy, selection criteria for foster parents, intake criteria, and record-
3 keeping.

4 4.21 School of Origin Travel Plan: Public Law 110-351 (Fostering
5 Connections to Success and Increasing Adoptions Act of 2008) amended Title IV-
6 E of the Social Security Act to ensure case plans include an educational
7 stability plan for Foster Youth while in foster care. The Public Law allows
8 for the cost of reasonable travel for the Foster Youth to remain in the school
9 of origin in which the youth is enrolled at the time of placement as an
10 allowable foster care maintenance cost.

11 4.22 Special Education Local Planning Agency (SELPA): Provides county-
12 wide support to special education staff and administration to encourage high
13 quality instructional and professional practice.

14 4.23 Team Decision Making (TDM): A group process facilitated by SSA to
15 make decisions critical to a Foster Youth's well-being, including decisions to
16 separate a youth from his/her family, reunify with the family, or to change a
17 placement.

18 4.24 Transitional Independent Living Plan (TILP): A plan established
19 by the COUNTY Social Worker in collaboration with the Foster Youth/NMD to
20 develop and document meaningful and attainable goals that will support the
21 Foster Youth's transition to adulthood and meet at least one participation
22 requirement for the NMD to remain eligible for Extended Foster Care.

23 5. DESCRIPTION OF SERVICES, STAFFING

24 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
25 and supplies as described in the Exhibit "A" to the Agreement between County
26 of Orange and _____, for the Provision of Foster Family Agency
27 Services, attached hereto and incorporated herein by reference. CONTRACTOR
28 shall operate continuously throughout the term of this Agreement with the

1 number and type of staff described and as required for provision of services
2 hereunder pursuant to the personnel disclosure provisions of this Agreement
3 and Title 22.

4 5.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
5 appropriate staff to attend an orientation session and subsequent training
6 sessions given by COUNTY.

7 5.3 CONTRACTOR shall attend SSA sponsored community forums as
8 requested by ADMINISTRATOR.

9 6. LICENSES AND STANDARDS

10 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
11 required by the laws of the United States, State of California, County of
12 Orange and all other appropriate governmental agencies, and agrees to maintain
13 these licenses and permits in effect for the duration of this Agreement.
14 Further, CONTRACTOR warrants that its employees shall conduct themselves in
15 compliance with such laws and licensure requirements including, without
16 limitation, compliance with laws applicable to sexual harassment and ethical
17 behavior.

18 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
19 unless waived in whole or in part by ADMINISTRATOR, with all applicable
20 provisions of the WIC, Title 22 of the California Code of Regulations, Title
21 45 of the Code of Federal Regulations (CFR); Federal Office of Management and
22 Budget (OMB) Circulars A-21, A-122, entitled "Cost Principles for Non-Profit
23 Organizations," and A-87; Title 48 CFR Section 31.2; and all applicable laws
24 and regulations of the United States, State of California, County of Orange
25 Social Services Agency and all administrative regulations, rules and policies
26 adopted thereunder as each and all may now exist or be hereafter amended.

27 6.2.1 For federally funded Agreements in the amount of \$25,000
28 or more, CONTRACTOR certifies that said Agency's officers and/or principles

1 are not debarred or suspended from federal financial assistance programs
2 and/or activities.

3 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

4 7.1 Delegation and Assignment:

5 CONTRACTOR shall neither delegate its duties or obligations nor
6 assign its rights with respect to this Agreement, either in whole or in part.
7 Any such attempted delegation or assignment shall be void. The transfer of
8 assets in excess of ten (10) percent of the total assets of CONTRACTOR, or any
9 change in the corporate structure, the governing body, or the management of
10 CONTRACTOR, which occurs as a result of such transfer, shall be deemed an
11 assignment of benefits under the terms of this Agreement and shall be void.

12 7.2 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. FORM OF BUSINESS ORGANIZATION PROPERTY DISCLOSURE

21 8.1 Form of Business Organization:

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

26 8.1.1 The form of CONTRACTOR's business organization, i.e.,
27 proprietorship, partnership, corporation, etc.

28 8.1.2 A detailed statement indicating the relationship of

1 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
2 individual.

3 8.1.3 A detailed statement indicating the relationship of
4 CONTRACTOR to any subsidiary business organization or to any individual who
5 may be providing services, supplies, material or equipment to CONTRACTOR or in
6 any manner does business with CONTRACTOR under this Agreement.

7 8.2 Change in Form of Business Organization:

8 If during the term of this Agreement the form of CONTRACTOR's
9 business organization changes, or the ownership of CONTRACTOR changes, or
10 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
11 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
12 writing, detailing such changes. A change in the form of business
13 organization may, at COUNTY's sole discretion, be treated as an attempted
14 assignment of rights or delegation of duties of this Agreement.

15 9. NON-DISCRIMINATION

16 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
17 shall not engage nor employ any unlawful discriminatory practices in the
18 admission of clients, provision of services or benefits, assignment of
19 accommodations, treatment, evaluation, employment of personnel or in any other
20 respect on the basis of sex, race, color, ethnicity, national origin,
21 ancestry, religion, age, marital status, medical condition, sexual
22 orientation, sexual preference, physical or mental disability or any other
23 protected group in accordance with the requirements of all applicable Federal
24 or State laws.

25 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
26 meets the lawful and applicable requirements of the U.S. Department of Health
27 and Human Services.

28 9.3 CONTRACTOR shall furnish any and all information requested by

1 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
2 books, records and accounts in order to ascertain CONTRACTOR's compliance with
3 Paragraph 9 et seq.

4 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
5 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
6 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

7 9.5 Non-Discrimination in Employment

8 9.5.1 All solicitations or advertisements for employees placed
9 by or on behalf of CONTRACTOR shall state that all qualified applicants will
10 receive consideration for employment without regard to sex, race, color,
11 ethnicity, national origin, ancestry, religion, age, marital status, medical
12 condition, sexual orientation, sexual preference, physical or mental
13 disability or any other protected group in accordance with the requirements of
14 all applicable Federal or State laws. Notices describing the provisions of
15 the equal opportunity clause shall be posted in a conspicuous place for
16 employees and job applicants.

17 9.5.2 CONTRACTOR shall refer any and all employees desirous of
18 filing a formal discrimination complaint to:

19 California Department of Social Services

20 Public Inquiry and Response Bureau

21 P.O. Box 944243, M.S. 8-3-23

22 Sacramento, CA 94244-2430

23 Telephone: (800) 952-5253

24 (800) 952-8349 (For the hard of hearing)

25 9.6 Non-Discrimination in Service Delivery

26 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
27 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
28 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food

1 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
2 the Americans with Disabilities Act of 1990; California Civil Code Section 51
3 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
4 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
5 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
6 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
7 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
8 Act of 1996; and other applicable Federal and State laws, as well as their
9 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
10 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
11 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
12 now exist or be hereafter amended. CONTRACTOR shall not implement any
13 administrative methods or procedures which would have a discriminatory effect
14 or which would violate the California Department of Social Services (CDSS)
15 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
16 are any violations of this paragraph, CDSS shall have the right to invoke
17 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
18 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
19 to the appropriate Federal agency for further compliance action and
20 enforcement of Subparagraph 9.6 et seq.

21 9.6.2 CONTRACTOR shall provide any and all clients desirous of
22 filing a formal complaint any and all information as appropriate:

23 9.6.2.1 Pamphlet: "Your Rights Under California Welfare
24 Programs" (PUB 13)

25 9.6.2.2 Discrimination Complaint Form

26 9.6.2.3 Civil Rights Contacts:

27 County Civil Rights Contact:

28 Orange County Social Services Agency

1 Program Integrity
2 Attn: Civil Rights Coordinator
3 P.O. Box 22001
4 Santa Ana, CA 92702-2001
5 Telephone: (714) 438-8880

6 State Civil Rights Contact:
7 California Department of Social Services
8 Civil Rights Bureau
9 P.O. Box 944243, M.S. 8-16-70
10 Sacramento, CA 94244-2430

11 Federal Civil Rights Contact:
12 U.S. Department of Health and Human Services
13 Office of Civil Rights
14 50 U.N. Plaza, Room 322
15 San Francisco, CA 94102

16 10. NOTICES

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

19 COUNTY: County of Orange Social Services Agency
20 Contract Services
21 888 N. Main Street
22 Santa Ana, CA 92701

23 CONTRACTOR: _____
24 _____
25 _____

26 All notices shall be deemed effective when in writing and deposited in
27 the United States mail, first class, postage prepaid and addressed as above.
28 Any notices, claims, correspondence, reports and/or statements authorized or
required by this Agreement addressed in any other fashion shall be deemed not

1 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
2 the addresses to which notices are sent.

3 11. NOTICE OF DELAYS

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

9 12. INDEMNIFICATION AND INSURANCE

10 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
11 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
12 State, COUNTY, and their elected and appointed officials, officers, employees,
13 agents and those special districts and agencies which COUNTY's Board of
14 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
15 any claims, demands or liability of any kind or nature, including but not
16 limited to personal injury or property damage, arising from or related to the
17 services, products or other performance provided by CONTRACTOR pursuant to
18 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
19 court of competent jurisdiction because of the concurrent active negligence of
20 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
21 be apportioned as determined by the court. Neither party shall request a jury
22 apportionment.

23 12.2 Prior to the provision of services under this Agreement,
24 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
25 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
26 endorsements required herein, necessary to satisfy COUNTY that the insurance
27 provisions of this Agreement have been complied with, and to keep such
28 insurance coverage and the certificates therefore on deposit with

1 ADMINISTRATOR during the entire term of this Agreement.

2 12.3 CONTRACTOR shall ensure that all subcontractors performing work on
3 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
4 to the same terms and conditions as set forth herein for CONTRACTOR.

5 12.4 All self-insured retentions (SIRs) and deductibles shall be
6 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
7 apply, indicate this on the Certificate of Insurance with a "0" by the
8 appropriate line of coverage. Any self-insured retention (SIR) or deductible
9 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
10 specifically be approved by the County Executive Office (CEO)/Office of Risk
11 Management.

12 12.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
13 the full term of this Agreement, COUNTY may terminate this Agreement.

14 QUALIFIED INSURER

15 12.6 Minimum insurance company ratings as determined by the most
16 current edition of the Best's Key Rating Guide/Property-Casualty/United States
17 or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
18 Category).

19 12.7 The policy or policies of insurance required herein must be issued
20 by an insurer licensed to do business in the State of California (California
21 Admitted Carrier). If the insurer is a non-admitted carrier in the State of
22 California and does not meet or exceed an A.M. Best rating of A-/VIII,
23 CEO/Office of Risk Management retains the right to approve or reject carrier
24 after a review of the company's performance and financial ratings. If the
25 non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII,
26 ADMINISTRATOR can accept the insurance.

27 12.8 The policy or policies of insurance maintained by CONTRACTOR shall
28 provide the minimum limits and coverage as set forth below:

	<u>Coverage</u>	<u>Minimum Limits</u>
1		
2		
3	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
4		
5	Automobile Liability including coverage for owned, non-owned and hired vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
6		
7	Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
8		
9	Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
10		
11	Workers' Compensation	Statutory
12		
13	Employer's Liability Insurance	\$1,000,000 per occurrence
14	Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
15		
16	Sexual Misconduct Liability	\$1,000,000 per occurrence
17	Employee Dishonesty	Limit of insurance equivalent to exposure
18		

19 REQUIRED COVERAGE FORMS

20 12.9 Commercial General Liability coverage shall be written on
21 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
22 liability coverage at least as broad.

23 12.10 Business Auto Liability coverage shall be written on ISO form CA
24 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at
25 least as broad.

26 REQUIRED ENDORSEMENTS

27 12.11 Commercial General Liability policy shall contain the following
28 endorsements, which shall accompany the Certificate of insurance:

1 12.11.1 An Additional Insured endorsement using ISO form CG 2010
2 or CG 2033 or a form at least as broad naming the County of Orange, its
3 elected and appointed officials, officers, employees, agents as Additional
4 Insureds.

5 12.11.2 A primary non-contributing endorsement evidencing that
6 CONTRACTOR's insurance is primary and any insurance or self-insurance
7 maintained by the County of Orange shall be excess and non-contributing.

8 12.12 The County of Orange shall be the loss payee on the Employee
9 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
10 Orange is a Loss Payee shall accompany the Certificate of Insurance.

11 12.13 All insurance policies required by this Agreement shall waive all
12 rights of subrogation against the County of Orange and members of the Board of
13 Supervisors, its elected and appointed officials, officers, agents and
14 employees when acting within the scope of their appointment or employment.

15 12.14 All insurance policies required by this Agreement shall give the
16 County of Orange thirty (30) days' notice in the event of cancellation and ten
17 (10) days for non-payment of premium. This shall be evidenced by policy
18 provisions or an endorsement separate from the Certificate of Insurance.

19 12.15 If CONTRACTOR's Professional Liability policy is a "claims made"
20 policy, CONTRACTOR shall agree to maintain professional liability coverage for
21 two (2) years following completion of this Agreement.

22 12.16 The Commercial General Liability policy shall contain a
23 severability of interests clause also known as a "separation of insureds"
24 clause (standard in the ISO CG 0001 policy).

25 12.17 Insurance certificates should be forwarded to COUNTY, at the
26 address indicated in Paragraph 10 of this Agreement.

27 12.18 If CONTRACTOR fails to provide the insurance certificates and
28 endorsements within seven (7) days of notification by CEO/County Procurement

1 Office or ADMINISTRATOR, COUNTY may terminate this Agreement.

2 12.19 COUNTY expressly retains the right to require CONTRACTOR to
3 increase or decrease insurance of any of the above insurance types throughout
4 the term of this Agreement. Any increase or decrease in insurance will be as
5 deemed by County of Orange Risk Manager as appropriate to adequately protect
6 COUNTY.

7 12.20 COUNTY shall notify CONTRACTOR in writing of changes in the
8 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
9 certificates of insurance and endorsements with COUNTY incorporating such
10 changes within thirty (30) days of receipt of such notice, this Agreement may
11 be in breach without further notice to CONTRACTOR, and COUNTY shall be
12 entitled to all legal remedies.

13 12.21 The procuring of such required policy or policies of insurance
14 shall not be construed to limit CONTRACTOR's liability hereunder nor to
15 fulfill the indemnification provisions and requirements of this Agreement, nor
16 act in any way to reduce the policy coverage and limits available from the
17 insurer.

18 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

19 CONTRACTOR shall report to COUNTY:

20 13.1 Any accident or incident relating to services performed under this
21 Agreement which involves injury or property damage which may result in the
22 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
23 shall be made in writing within twenty-four (24) hours of occurrence.

24 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
25 from or related to services performed by CONTRACTOR under this Agreement. Such
26 report shall be submitted to COUNTY within twenty-four (24) hour of
27 occurrence.

28 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY

1 property. Such report shall be submitted to COUNTY within twenty-four (24)
2 hours of occurrence.

3 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
4 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
5 under the term of this Agreement. Such report shall be submitted to COUNTY
6 within twenty-four (24) hour of occurrence.

7 14. CONFLICT OF INTEREST

8 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
9 any actions or conditions that could result in a conflict with the best
10 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
11 agents, relatives, subcontractors, and third parties associated with
12 accomplishing the work hereunder.

13 14.2 CONTRACTOR's efforts shall include, but not be limited to,
14 establishing precautions to prevent its employees or agents from making,
15 receiving, providing, or offering gifts, entertainment, payments, loans, or
16 other considerations which could be deemed to appear to influence individuals
17 to act contrary to the best interests of COUNTY.

18 15. ANTI-PROSELYTISM PROVISION

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

23 16. SUPPLANTING GOVERNMENT FUNDS

24 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
25 intended for the purposes of this Agreement with any funds made available
26 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
27 for, or apply sums received from COUNTY with respect to, that portion of its
28 obligations which have been paid by another source of revenue. CONTRACTOR

1 agrees that it shall not use funds received pursuant to this Agreement, either
2 directly or indirectly, as a contribution or compensation for purposes of
3 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
4 program without prior written approval of ADMINISTRATOR.

5 17. BREACH SANCTIONS

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

11 17.1 Afford CONTRACTOR a time period within which to cure the breach,
12 which period shall be established at the sole discretion of ADMINISTRATOR;
13 and/or

14 17.2 Discontinue reimbursement to CONTRACTOR for and during the period
15 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
16 later recovery; and/or

17 17.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
18 COUNTY those monies disallowed pursuant to Subparagraph 17.2 above.

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

22 18. PAYMENTS

23 18.1 Residential Care:

24 18.1.1 COUNTY shall pay to CONTRACTOR, monthly in arrears, the
25 rate of reimbursement for the services provided under this Agreement as
26 established by the State of California in CDSS MPP, Division 11, Section 11-
27 403. Payments shall accrue from the date a Foster Youth/NMD is placed and
28 terminate on the date before the Foster Youth/NMD is discharged from

1 CONTRACTOR's foster home.

2 18.1.2 Upon written approval by COUNTY Social Worker, COUNTY may
3 continue to pay for foster care for up to fourteen (14) days when a Foster
4 Youth leaves CONTRACTOR's foster home prior to the planned discharge date
5 (e.g., runaway), if CONTRACTOR has agreed to take Foster Youth back
6 immediately upon notice during the period of continued payment.

7 18.1.3 CONTRACTOR shall provide written notice to COUNTY within
8 thirty (30) days of the receipt of a payment for an Orange County placement
9 which is inconsistent with the period of placement and results in an
10 overpayment or an underpayment. The overpayment and/or underpayment shall be
11 identified by Foster Youth's name, case number, caseload number and the amount
12 of overpayment and/or underpayment.

13 18.2 Clothing Allowance:

14 ADMINISTRATOR may authorize reimbursement for clothing, subject to
15 COUNTY's clothing allowance procedure, when available clothing is
16 insufficient.

17 18.3 Medical Costs:

18 18.3.1 It is anticipated that any medical costs for Foster Youth
19 placed by COUNTY under this Agreement shall be paid by the State Medi-Cal
20 program during such periods as the Foster Youth is eligible for health care
21 services under that program.

22 18.3.2 If Foster Youth is ineligible for Medi-Cal services,
23 CONTRACTOR shall notify COUNTY Social Worker and specify the medical treatment
24 needed and approximate cost, as determined by the medical provider. Except in
25 emergencies, written authorization by COUNTY Social Worker must be obtained
26 prior to incurring any medical expenses not covered by Medi-Cal. COUNTY may
27 pay for medical services if deemed necessary, in accordance with COUNTY
28 "Special Needs: County Funding" procedure, if Medi-Cal rejects coverage. In

1 all circumstances, COUNTY will reimburse based on Medi-Cal rates.

2 18.3.3 CONTRACTOR shall be responsible for controlling the use of
3 each Foster Youth's Medi-Cal proof-of-eligibility card.

4 19. OVERPAYMENTS/ADJUSTMENT

5 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
6 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY no later
7 than thirty (30) days following written notification from COUNTY, in
8 accordance with any applicable regulations and/or policies in effect during
9 the term of this Agreement, or as established by COUNTY procedure. Upon
10 receipt of written notice from CONTRACTOR, COUNTY may reimburse a mutually
11 agreed upon amount(s) owed to CONTRACTOR, which results from underpayment.
12 Any overpayments made by COUNTY which result from a payment by any other
13 funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY
14 or the funding source no later than thirty (30) days following written
15 notification from COUNTY. Unless earlier repaid, CONTRACTOR shall make
16 repayment within thirty (30) days after the date of the final audit findings
17 report and prior to any administrative appeal process. In the event an
18 overpayment owing by CONTRACTOR is collected from COUNTY by the funding
19 source, COUNTY will notify CONTRACTOR of the collection, then CONTRACTOR shall
20 reimburse COUNTY within thirty (30) days following notification from COUNTY
21 thereafter and prior to any administrative appeal process. CONTRACTOR agrees
22 to pay all costs incurred by COUNTY necessary to enforce the provisions set
23 forth in this paragraph.

24 19.1 CONTRACTOR may call the following phone number for overpayment
25 questions:

26 Social Services Agency: Program Integrity
27 (714) 435-7246

28 19.2 CONTRACTOR may call the following phone numbers for underpayment

1 questions:

2 Social Services Agency: Foster Care Program

3 Development

4 (714) 704-8441 or 704-8866

5 19.3 CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to
6 enforce the provisions set forth in this paragraph.

7 20. OUTSTANDING DEBT

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

11 21. RECORDS, INSPECTIONS AND AUDITS

12 21.1 Financial Records:

13 21.1.1 CONTRACTOR shall prepare and maintain accurate and
14 complete financial records. Financial records shall be retained, by
15 CONTRACTOR, for a minimum of five (5) years from the date of final payment
16 under this Agreement or until all pending COUNTY, State and Federal audits are
17 completed, whichever is later.

18 21.1.2 CONTRACTOR shall establish and maintain reasonable
19 accounting, internal control and financial reporting standards in conformity
20 with generally accepted accounting principles established by the American
21 Institute of Certified Public Accountants (AICPA) and to the satisfaction of
22 ADMINISTRATOR.

23 21.2 Client Records:

24 21.2.1 CONTRACTOR shall prepare and maintain accurate and
25 complete records of Foster Youth/NMDs served and dates and type of services
26 provided under the terms of this Agreement in a form acceptable to
27 ADMINISTRATOR.

28 21.2.2 Such records shall be retained by CONTRACTOR for a minimum

1 of five (5) years from the date of final payment under this Agreement or until
2 all pending COUNTY, State and Federal audits are completed, whichever is
3 later. Notwithstanding anything to the contrary, upon termination of this
4 Agreement, CONTRACTOR shall relinquish control with respect to Foster
5 Youth/NMD records to COUNTY in accordance with Subparagraph 39.2.

6 21.2.3 COUNTY may refuse payment for a claim if Foster Youth/NMD
7 records are determined by COUNTY to be incomplete or inaccurate. In the event
8 records are determined to be incomplete or inaccurate after payment has been
9 made, COUNTY may treat such payment as an overpayment within the provisions of
10 this Agreement.

11 21.3 Public Records:

12 With the exception of Foster Youth/NMD records or other records
13 referenced in Paragraph 27, entitled Confidentiality, all records, including
14 but not limited to, reports, audits, notices, claims, statements and
15 correspondence, required by this Agreement may be subject to public
16 disclosure. COUNTY will not be liable for any such disclosure.

17 21.4 Inspections and Audits:

18 21.4.1 The U.S. Department of Health and Human Services,
19 Comptroller General of the United States, Director of CDSS, State Auditor-
20 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
21 Department, or any of their authorized representatives, shall have access to
22 any books, documents, papers and records, including medical records, of
23 CONTRACTOR which any of them may determine to be pertinent to this Agreement
24 for the purpose of financial monitoring. Further, all the above mentioned
25 persons have the right at all reasonable times to inspect or otherwise
26 evaluate the work performed or being performed under this Agreement and the
27 premises in which it is being performed.

28 21.4.2 CONTRACTOR shall make available its books and financial

1 records within the borders of Orange County within ten (10) days after receipt
2 of written demand by ADMINISTRATOR.

3 21.4.3 In the event CONTRACTOR does not make available its books
4 and financial records within the borders of Orange County, CONTRACTOR agrees
5 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
6 designee, necessary to obtain CONTRACTOR's books and financial records.

7 21.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
8 liability to the State or Federal government or any agency thereof resulting
9 from any disallowances or other audit exceptions to the extent that such
10 liability is attributable to CONTRACTOR's failure to perform under this
11 Agreement.

12 22. PERSONNEL DISCLOSURE

13 22.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
14 all personnel providing services hereunder, including resumes and job
15 applications. Changes to the list will be immediately provided to
16 ADMINISTRATOR in writing, along with a copy of a resume and/or job
17 application. The list shall include:

18 22.1.1 Names of all full or part-time personnel by title,
19 including volunteer personnel, whose direct services are required to provide
20 the programs described herein;

21 22.1.2 A brief description of the functions of each position and
22 the hours each person works each week; or for part-time personnel, each day or
23 month, as appropriate;

24 22.1.3 The professional degree, if applicable, and experience
25 required for each position; and

26 22.1.4 The language skill, if applicable, for all personnel.

27 22.2 CONTRACTOR's employment applications shall require applicants to
28 provide detailed information regarding the conviction of a crime by any court,

1 for offenses other than minor traffic offenses. Information not disclosed in
2 the employment application discovered subsequent to the hiring or promotion of
3 any applicant shall be cause for termination of that employee.

4 22.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
5 the COUNTY, criminal record background checks on all employees and/or
6 volunteers who will provide services under this Agreement. Candidates will
7 satisfy background checks consistent with and comparable to those required for
8 COUNTY employees.

9 22.4 CONTRACTOR warrants that all persons employed or otherwise
10 assigned by CONTRACTOR to provide services under this Agreement have
11 satisfactory past work records and/or reference checks indicating their
12 ability to perform the required duties and accept the kind of responsibility
13 anticipated under this Agreement. CONTRACTOR shall maintain records of
14 background investigations and reference checks undertaken and coordinated by
15 CONTRACTOR for each employee and/or volunteer assigned to provide services
16 under this Agreement for a minimum of five (5) years from the date of final
17 payment under this Agreement or until all pending COUNTY, State and Federal
18 audits are completed, whichever is later, in compliance with all applicable
19 laws.

20 22.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
21 arrest and/or subsequent conviction, for offenses other than minor traffic
22 offenses, of any paid employee and/or volunteer staff performing services
23 under this Agreement, when such information becomes known to CONTRACTOR.
24 ADMINISTRATOR, in its sole discretion, may determine whether such employee
25 and/or volunteer may continue to provide services under this Agreement and
26 shall provide notice of such determination to CONTRACTOR in writing.
27 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
28 material breach of this Agreement, pursuant to Paragraph 17 above.

1 22.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
2 staff performing work hereunder and any proposed changes in CONTRACTOR's
3 staff, including, but not limited to, CONTRACTOR's lead position.

4 22.7 COUNTY shall have the right, at its sole discretion, to require
5 CONTRACTOR to remove any employee from the performance of services under this
6 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
7 said personnel.

8 22.8 CONTRACTOR shall notify COUNTY immediately when staff is
9 terminated for cause from working on this Agreement.

10 22.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
11 Paragraph 22, shall not relieve CONTRACTOR of its obligation to complete all
12 work in accordance with the terms and conditions of this Agreement.

13 23. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 regulations pertaining to the eligibility for employment of any persons
2 performing work under this Agreement.

3 24. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

1 25. 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 26. 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 27. CONFIDENTIALITY

20 27.1 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 27.2 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 21, provide reports and any other information required
11 by COUNTY in the administration of this Agreement, and as otherwise permitted
12 by law.

13 27.3 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 27.4 CONTRACTOR agrees that any and all subcontracts entered into shall
18 be subject to the confidentiality requirements of this Agreement.

19 27.5 CONTRACTOR agrees to maintain the confidentiality of its records
20 with respect to Juvenile Court matters, in accordance with Welfare and
21 Institutions Code Section 827, all applicable statutes, caselaw, and Orange
22 County Juvenile Court Policy regarding Confidentiality, as it now exists or
23 may hereafter be amended.

24 27.6 No access, disclosure or release of information regarding a Foster
25 Youth who is the subject of Juvenile Court proceedings shall be permitted
26 except as authorized. If authorization is in doubt, no such information shall
27 be released without the written approval of a Judge of the Juvenile Court.

28 27.7 CONTRACTOR must receive prior written approval of the Juvenile

1 Court before allowing any Foster Youth to be interviewed, photographed or
2 recorded by any publication or organization or to appear on any radio,
3 television or internet broadcast or make any other public appearance. Such
4 approval shall be requested through Foster Youth's COUNTY Social Worker.

5 28. COPYRIGHT ACCESS

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

10 29. WAIVER

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

19 30. PETTY CASH

20 CONTRACTOR is authorized to establish a petty cash fund in an amount not
21 to exceed two hundred and fifty dollars (\$250.00).

22 31. PUBLICITY

23 31.1 Information and solicitations, prepared and released by
24 CONTRACTOR, concerning the services provided under this Agreement shall state
25 that the program, wholly or in part, is funded through COUNTY, State and
26 Federal government funds.

27 31.2 CONTRACTOR shall not disclose any details in connection with this
28 Agreement to any person or entity except as may be otherwise provided

1 hereunder or required by law. However, in recognizing CONTRACTOR's need to
2 identify its services and related clients to sustain itself, COUNTY shall not
3 inhibit CONTRACTOR from publishing its role under this Agreement within the
4 following conditions:

5 31.2.1 CONTRACTOR shall develop all publicity material in a
6 professional manner; and

7 31.2.2 During the term of this Agreement, CONTRACTOR shall not,
8 and shall not authorize another to, publish or disseminate any commercial
9 advertisements, press releases, feature articles, or other materials using the
10 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
11 unreasonably withhold written consent.

12 32. COUNTY RESPONSIBILITIES

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

15 33. REFERRALS

16 CONTRACTOR shall provide services to individuals referred by
17 ADMINISTRATOR.

18 34. REPORTS

19 34.1 CONTRACTOR shall provide information deemed necessary by
20 ADMINISTRATOR to complete any State-required reports related to the services
21 provided under this Agreement.

22 34.2 CONTRACTOR shall maintain records and submit reports containing
23 such data and information regarding the performance of CONTRACTOR's services,
24 costs or other data relating to this Agreement, as may be requested by
25 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
26 modify the provisions of this paragraph upon written notice to CONTRACTOR.

27 35. ENERGY EFFICIENCY STANDARDS

28 As applicable, CONTRACTOR shall comply with the mandatory standards and

1 policies relating to energy efficiency in the State Energy Conservation Plan
2 (Title 24, CCR).

3 36. ENVIRONMENTAL PROTECTION STANDARDS

4 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
5 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
6 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
7 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
8 may now exist or be hereafter amended. Under these laws and regulations,
9 CONTRACTOR assures that:

10 36.1 No facility to be utilized in the performance of the proposed
11 grant has been listed on the EPA List of Violating Facilities;

12 36.2 It will notify COUNTY prior to award of the receipt of any
13 communication from the Director, Office of Federal Activities, U.S. EPA,
14 indicating that a facility to be utilized for the grant is under consideration
15 to be listed on the EPA List of Violating Facilities; and

16 36.3 It will notify COUNTY and the EPA about any known violation of the
17 above laws and regulations.

18 37. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
19 CERTAIN FEDERAL TRANSACTIONS

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

27 A. The definitions and prohibitions contained in the clause at
28 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence

1 Certain Federal Transactions, included in this solicitation, are hereby
2 incorporated by reference in paragraph (B) of this certification.

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

5 1) No Federal appropriated funds have been paid or will
6 be paid to any person for influencing or attempting to influence an officer or
7 employee of any agency, a Member of Congress, an officer or employee of
8 Congress, or an employee of a Member of Congress on his or her behalf in
9 connection with the awarding of any Federal contract, the making of any
10 Federal grant, the making of any Federal loan, the entering into of any
11 cooperative agreement, and the extension, continuation, renewal, amendment or
12 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

25 C. Submission of this certification and disclosure is a
26 prerequisite for making or entering into this Agreement imposed by Section
27 1352, Title 31, USC. Any person who makes an expenditure prohibited under
28 this provision or who fails to file or amend the disclosure form to be filed

1 or amended by this provision, shall be subject to a civil penalty of not less
2 than \$10,000, and not more than \$100,000, for each such failure.

3 38. POLITICAL ACTIVITY

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

7 39. TERMINATION PROVISIONS

8 39.1 ADMINISTRATOR may terminate this Agreement without penalty
9 immediately with cause or after thirty (30) days written notice without cause,
10 unless otherwise specified. Notice shall be deemed served on the date of
11 mailing. Cause shall be defined as any breach of contract, any
12 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
13 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
14 all further obligation under this Agreement.

15 39.2 Upon termination, or notice thereof, CONTRACTOR agrees to
16 cooperate with ADMINISTRATOR in the orderly transfer of service
17 responsibilities, active case records, and pertinent documents.

18 39.3 The obligations of COUNTY under this Agreement are contingent upon
19 the availability of Federal and/or State funds, as applicable, for the
20 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
21 for the services hereunder in the budget approved by the Orange County Board
22 of Supervisors each fiscal year this Agreement remains in effect or operation.
23 In the event that such funding is terminated or reduced, ADMINISTRATOR may
24 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
25 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
26 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
27 notification of such determination. CONTRACTOR shall immediately comply with
28 ADMINISTRATOR's decision.

1 39.4 If any provision of this Agreement or the application thereof is
2 held invalid, the remainder of this Agreement shall not be affected thereby.

3 40. GOVERNING LAW AND VENUE

4 This Agreement has been negotiated and executed in the State of
5 California and shall be governed by and construed under the laws of the State
6 of California. In the event of any legal action to enforce or interpret this
7 Agreement, the sole and exclusive venue shall be a court of competent
8 jurisdiction located in Orange County, California, and the parties hereto
9 agree to and do hereby submit to the jurisdiction of such court,
10 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
11 specifically agree to waive any and all rights to request that an action be
12 transferred for trial to another county.

13 41. SIGNATURE IN COUNTERPARTS

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

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

By: _____

By: _____

DIRECTOR
COUNTY OF ORANGE
SOCIAL SERVICES AGENCY

Dated: _____

Dated: _____

By: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF FOSTER FAMILY AGENCY SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to dependents of the Orange County Juvenile Court from ages ____ to ____ years (hereafter referred to as “Foster Youth”) and to NMDs, that are placed by COUNTY under the terms of this Agreement.

2. GOAL

CONTRACTOR’s goal is to _____
_____.

3. SERVICES

CONTRACTOR shall provide the following Foster Family Agency (FFA) services:

3.1 Certified Foster Homes

CONTRACTOR shall provide foster homes certified by CONTRACTOR’s trained evaluator. Requirements that must be satisfied prior to certification and any placements include the following:

3.1.1 A completed and signed application;

3.1.2 Completion, by all foster parents, of CONTRACTOR’s certification training or annual recertification training as required by Health and Safety Code Section 1506(b)(2);

1 3.1.3 Submission of fingerprints to, and clearance by, the U.S.
2 Department of Justice for all adults living in the foster family residence;

3 3.1.4 A physical examination of all adults residing in the foster
4 family home;

5 3.1.5 A tuberculosis test of all adults residing in the foster
6 family home;

7 3.1.6 Three (3) personal references of each certified foster
8 parent residing in the foster family home;

9 3.1.7 A signed statement that acknowledges the requirement to
10 report suspected child and elder/adult dependent abuse, pursuant to Paragraph 25
11 of this Agreement;

12 3.1.8 A floor plan with dimensions of the foster family home
13 including all bedroom dimensions;

14 3.1.9 A disaster/emergency plan posted in an accessible area of
15 the foster family home and assurance that disaster drills are conducted once
16 every six (6) months;

17 3.1.10 A functional, properly charged fire extinguisher in an
18 appropriate location;

19 3.1.11 Functioning smoke alarms in appropriate locations;

20 3.1.12 Upstairs fire exits and an emergency exit ladder in
21 multiple-story homes;

22 3.1.13 A copy of automobile liability insurance and homeowner's or
23 renter's liability insurance;

24 3.1.14 A California Department of Motor Vehicles (DMV) printout for
25 all potential drivers; and

26 3.1.15 A thorough, typewritten home study by CONTRACTOR's
27 evaluator to assess the suitability of the foster family home and to determine
28 the type of Foster Youth most appropriate for the home.

1 3.1.15.1 The home study shall include an inspection for
2 safety defects which could pose a hazard to children, including but not
3 limited to, verification of compliance with Health and Safety Code Section
4 1500 et seq., and CCR Section 89387 et seq., including the inaccessibility of
5 swimming pools and other bodies of water.

6 3.2 Foster Family Training

7 All applicable requirements of WIC Section 18358 through 18358.36
8 and CCR, Title 22, Division 6, Chapters 8.8 and 9.5 shall be met by
9 CONTRACTOR.

10 3.2.1 CONTRACTOR shall ensure that all foster parents complete
11 Prudent Parent training prior to accepting COUNTY placements.

12 3.2.2 CONTRACTOR shall ensure that all foster parents complete
13 twelve (12) hours of in-service training annually, pertinent to proper foster
14 care and, if applicable, working with NMDs.

15 3.2.3 In addition to Prudent Parent, other training topics
16 CONTRACTOR shall cover will include, but not be limited to:

17 3.2.3.1 Caring for Lesbian, Gay, Bisexual, Questioning
18 and Transgender Youths;

19 3.2.3.2 Extended Foster Care;

20 3.2.3.3 _____;

21 3.2.3.4 _____;

22 3.2.3.5 _____;

23 and any other specialized training deemed appropriate to meet the needs of
24 Foster Youth/NMDs.

25 3.2.4 CONTRACTOR shall ensure training requirements are met and
26 shall retain written documentation of all training completed by foster parents
27 in the appropriate foster parents' files. Failure to comply will result in a
28 hold placed on the specific FFA foster home from future COUNTY placements

1 until compliance with training requirements are met.

2 3.3 FFA's Social Services

3 CONTRACTOR agrees to:

4 3.3.1 Employ social workers responsible for ascertaining that each
5 Foster Youth receives adequate support services to ensure placement stability,
6 and that foster parents receive proper programmatic supervision, support and
7 guidance. CONTRACTOR's social workers shall be master's degree level unless
8 waived by CDSS and CCLD.

9 3.3.2 For treatment agencies, social workers shall maintain a
10 caseload not to exceed fifteen (15) Foster Youth and/or NMDs.

11 3.3.3 For non-treatment agencies, social workers shall maintain a
12 caseload not to exceed twenty-five (25) Foster Youth and/or NMDs.

13 3.3.4 CONTRACTOR's social worker shall work with COUNTY Social
14 Worker to find and support efforts in developing permanency as defined in
15 Paragraph 4, Definitions, of this Agreement.

16 CONTRACTOR's social worker shall be responsible for:

17 3.3.4.1 _____

18 3.3.4.2 _____

19 3.3.4.3 _____

20 3.3.4.4 Ensuring that Foster Youth is properly enrolled
21 and maintains acceptable attendance in the local school district and/or school
22 of origin including cooperation with the SELPA in any needed assessment and
23 follow-up for special education services, in the development and
24 implementation of an IEP and surrogate parent appointment, as appropriate.

25 3.3.5 Promote and support the development of permanent
26 connections that will serve as a support system for NMD.

27 3.3.6 CONTRACTOR shall work with NMD and COUNTY Social Worker to
28 develop a list of expectations and limits regarding house rules appropriate

1 for NMD.

2 3.3.7 Provide services required by the Juvenile Court Order
3 applicable to Foster Youth or as determined by the Needs and Services Plan
4 developed by COUNTY and CONTRACTOR.

5 3.3.8 Monitor the stability of each placement and intervene as
6 early as possible when necessary, to reduce stress factors in order to
7 preserve the placement; and consult with COUNTY Social Worker as soon as
8 possible prior to requesting to terminate a placement.

9 3.3.9 Assist COUNTY Social Worker in achieving timely family
10 reunification, adoption, emancipation, and/or overall well-being of the Foster
11 Youth.

12 3.3.10 Provide the following with regard to NMDs:

13 3.3.10.1 Ensure NMD is consistent in participating in AB 12
14 activities as defined in the TILP.

15 3.3.10.2 Support services and/or community resource linkages
16 that will facilitate the NMD's transition to independent living and accomplish
17 the goals set forth in the NMD's TILP.

18 3.3.11 In the event of NMD's unplanned termination, work with
19 COUNTY Social Worker and NMD to support the development of an independent
20 living plan.

21 3.4 Placements

22 3.4.1 CONTRACTOR shall accept, and provide services to Foster
23 Youth and, as applicable, NMDs placed with CONTRACTOR by ADMINISTRATOR.

24 3.4.2 CONTRACTOR agrees that the preferred priority for the
25 placement of Foster Youth will be with 1) parents, 2) other relatives, 3)
26 COUNTY foster homes, and 4) FFA certified homes.

27 3.4.3 COUNTY makes no warranty, expressed or implied, that
28 CONTRACTOR will be sent any minimum number of referrals. CONTRACTOR,

1 therefore, may accept placements referred by other public or private agencies
2 not fully utilized by COUNTY.

3 3.4.4 COUNTY reserves the right to assess the qualifications,
4 capabilities, etc., of the designated foster home prior to the Foster
5 Youth's/NMD's placement, and reject the placement if the home is not suitable.

6 3.5 Intake

7 3.5.1 Intake shall be handled by CONTRACTOR's social worker, who
8 will assess the referred Foster Youth/NMD for the purpose of determining if
9 CONTRACTOR has a family available that will best meet Foster Youth's/NMD's
10 needs. In the event a Foster Youth/NMD is not accepted by CONTRACTOR,
11 CONTRACTOR shall provide details to COUNTY Social Worker as to the reason(s).

12 3.5.2 Respite and short-term placements may be accepted by
13 CONTRACTOR as space permits. Additionally, Foster Youth completing a twenty-
14 four (24) hour residential care program, who is in need of and would benefit
15 from foster care, may be accepted by CONTRACTOR.

16 4. TEAM DECISION MAKING (TDM)

17 4.1 CONTRACTOR shall provide TDM training to CONTRACTOR's social
18 workers and foster parents as the process for all placement change decisions.

19 4.2 In the event of a placement disruption, CONTRACTOR's social worker
20 and foster parents agree to participate in a TDM meeting with all treatment
21 providers to formulate a resolution that will best serve the needs of the
22 Foster Youth.

23 5. BASIC NEEDS

24 CONTRACTOR shall provide the following basic needs:

25 5.1 Clothing

26 5.1.1 Within seven (7) business days of initial placement,
27 CONTRACTOR shall provide clothing as requested by SSA Placement staff or
28 COUNTY Social Worker. CONTRACTOR shall have available funds for initial

1 clothing expenses if the foster home is unable to provide for these costs.

2 5.1.2 CONTRACTOR shall designate in its Program Statement an
3 adequate amount of money each month to be used to purchase clothing that will
4 meet Foster Youth's basic needs in a manner appropriate to his/her social
5 environment and daily activities that also support Foster Youth's self-esteem.

6 5.1.3 CONTRACTOR shall document all clothing purchases in Foster
7 Youth's record.

8 5.1.4 CONTRACTOR shall maintain receipts and records for any
9 expenditures made from clothing allowances received from COUNTY for Foster
10 Youth.

11 5.1.5 Clothing items are the property of each Foster Youth and
12 shall be retained by Foster Youth when placement is terminated.

13 5.1.6 CONTRACTOR shall return unspent funds designated for
14 clothing for Foster Youth to the COUNTY Social Worker within seven (7)
15 calendar days after placement is terminated.

16 5.2 Personal Needs

17 5.2.1 CONTRACTOR shall ensure each Foster Youth is provided with
18 personal care items, including, but not limited to, toothpaste, toothbrush,
19 soap, hair care items, and hygienic supplies. Ethnically appropriate personal
20 care items shall be provided when applicable.

21 5.2.2 CONTRACTOR shall ensure that the Foster Youth's belongings
22 are properly stored and can be easily transported in luggage/suitcase(s),
23 canvas bags, plastic bins, drawstring bags, etc. CONTRACTOR shall contact
24 local community resources and/or COUNTY Social Worker for possible assistance
25 if necessary.

26 5.2.3 CONTRACTOR shall ensure that each school age Foster Youth
27 is provided appropriate weather attire, a book bag, and other items identified
28 as essential by officials at Foster Youth's school.

1 5.2.4 CONTRACTOR shall ensure that a separate and secure storage
2 area for personal items is made available for each Foster Youth.

3 5.2.5 CONTRACTOR shall ensure that each Foster Youth is provided
4 clean, fresh towels, mattress pads, sheets, blankets, and pillows in a
5 sufficient number to ensure cleanliness and warmth.

6 5.2.6 Personal items are to be the property of each Foster Youth
7 and shall be retained by Foster Youth when placement is terminated.

8 5.3 Food

9 CONTRACTOR shall ensure each Foster Youth is provided an adequate
10 balanced diet as required by CCLD regulations. Such food shall be prepared
11 and served in sanitary surroundings.

12 5.4 Allowance

13 5.4.1 CONTRACTOR shall ensure each Foster Youth is provided with
14 a minimum weekly allowance according to age, as follows:

15	<u>Age</u>	<u>Weekly Allowance Rate</u>
16	5 through 10	\$2.50 - \$5.00
17	11 through 18	\$5.50 - \$8.50

18 5.4.2 CONTRACTOR may encourage foster homes to provide Foster
19 Youth with a higher allowance than indicated.

20 5.4.3 CONTRACTOR shall document the payment of allowance in each
21 Foster Youth's file with a record initialed by the Foster Youth to verify
22 receipt.

23 5.5 Physical Plan

24 5.5.1 CONTRACTOR shall require that its foster homes are
25 maintained in a manner that shall ensure the well-being, protection, health,
26 safety, and comfort of each Foster Youth/NMD as defined by CCLD regulations
27 and applicable California health and safety regulations. Alcohol shall be
28 locked up and inaccessible to all Foster Youth/NMD in the foster home.

1 5.5.2 Each Foster Youth shall be afforded a reasonable degree of
2 privacy, as described in WIC Section 16001.9.

3 5.6 Medical Needs

4 5.6.1 CONTRACTOR shall ensure that information regarding proper
5 medical, dental, mental health, educational, and specialty care resources are
6 provided to foster parents as appropriate to meet the individualized needs of
7 each Foster Youth. Minimum medical and dental care to be made available to
8 Foster Youth are as follows:

9 5.6.1.1 Physical examination within thirty (30) days of
10 placement, unless CONTRACTOR has written documentation from a previous
11 caregiver of an examination within the previous eleven (11) months with no
12 follow-up recommended. A physical examination is to be provided every twelve
13 (12) months thereafter.

14 5.6.1.2 Dental examination within thirty (30) days of
15 placement for Foster Youth age three (3) years if the physical examination
16 report warrants it or as required by COUNTY Social Worker. CONTRACTOR's
17 social worker or attending physician shall refer Foster Youth for a dental
18 appointment.

19 5.6.2 CONTRACTOR shall maintain medical documentation in the
20 Foster Youth's file for the following:

21 5.6.2.1 Authorization by a physician for the
22 administration of specified over-the-counter medication;

23 5.6.2.2 Authorization for prescribed medication, at
24 minimum, in the form of a pharmacy fill notice;

25 5.6.2.3 A copy of the court order authorizing
26 psychotropic medication(s) when applicable;

27 5.6.2.4 Administration of needed immunizations;

28 5.6.2.5 Monthly weight monitoring; and

1 5.6.2.6 Monitoring of overall physical development and
2 care.

3 5.6.3 CONTRACTOR shall provide COUNTY with timely updates of
4 information as defined by COUNTY policies and procedures regarding the (HEP).

5 5.6.4 With regard to medical needs of NMDs, CONTRACTOR shall:

6 5.6.4.1 Recognize the NMD's legal right to maintain the
7 confidentiality of his/her personal medical conditions, consent for medical
8 treatment, and consent to take medication, including psychotropic medication.

9 5.6.4.2 Maintain the confidentiality of information
10 contained in the NMD's HEP. Information contained in the HEP shall only be
11 provided to NMD's caregiver, unless NMD provides prior written consent to
12 release to specified parties.

13 5.6.4.3 Assist the NMD to develop the skills to select,
14 obtain, or decline medical, dental, vision, and mental health services, and
15 ensure the NMD receives necessary services.

16 5.6.4.4 Determine the best needs for the NMD only in the
17 event that NMD cannot make the determination independently.

18 6. SPECIAL OR UNPLANNED INCIDENTS

19 6.1 Serious Illness, Accident/Injury or Death

20 CONTRACTOR shall immediately telephone COUNTY Social Worker upon
21 becoming aware of any serious illness, accident/injury or death of a Foster
22 Youth/NMD in CONTRACTOR's care. If COUNTY Social Worker is unavailable,
23 CONTRACTOR shall notify Orangewood Children and Family Center (OCFC) Intake
24 Services at (714) 935-7080. CONTRACTOR shall follow the verbal report with
25 the submission of an electronic Special Incident Report (SIR), via the online
26 Foster Youth Information System (FYI System), within one (1) business day of
27 such serious illness, accident/injury or death occurs. In the event the FYI
28 system is not available, CONTRACTOR shall submit the SIR via facsimile within

1 one (1) business day of the incident to avoid delinquency. Standard protocol
2 shall resume once the FYI system becomes available. The verbal and
3 electronic/facsimile reports shall include, but not be limited to:

4 6.1.1 Name of the Foster Youth/NMD;

5 6.1.2 Date of serious illness, accident/injury or death;

6 6.1.3 Nature of the illness/injury or the circumstances of the
7 death;

8 6.1.4 Name or names of CONTRACTOR's officers, employees or
9 agents with knowledge of the event;

10 6.1.5 Name of the attending physician;

11 6.1.6 Name of the hospital;

12 6.1.7 When applicable, the police report number, name of the
13 police agency handling the incident, date of the police report, and a summary
14 of the circumstances.

15 6.2 Absence Without Leave

16 An authorized absence is one in which COUNTY Social Worker and
17 CONTRACTOR have mutually agreed upon the specific dates and/or circumstances
18 of the absence. In the occurrence of any other absence of a Foster Youth/NMD
19 from his/her placement, CONTRACTOR shall immediately telephone COUNTY Social
20 Worker and the local law enforcement agency. If COUNTY Social Worker is not
21 available, CONTRACTOR shall notify OCFC Intake Services at (714) 935-7080. The
22 verbal report shall be followed by written notification from CONTRACTOR to
23 ADMINISTRATOR within three (3) business day of such absence without leave.

24 6.2.1 If Foster Youth/NMD returns voluntarily, CONTRACTOR shall
25 immediately notify COUNTY Social Worker and local law enforcement agency.

26 6.2.2 Upon the return of Foster Youth/NMD, CONTRACTOR shall meet
27 with Foster Youth/NMD to discuss the significance of his/her absence. All
28 resulting discussion shall be documented in Foster Youth's/NMD's record.

1 6.2.3 CONTRACTOR shall file a report, including local law
2 enforcement agency information, in Foster Youth's/NMD's record of the action
3 taken by CONTRACTOR as a result of the absence, with a copy to COUNTY Social
4 Worker.

5 6.2.4 If Foster Youth/NMD does not return to the home,
6 CONTRACTOR is responsible for delivering Foster Youth's/NMD's clothing and
7 personal needs items to SSA/Children and Family Services (CFS) Division office
8 located at 800 North Eckhoff Street, Orange, CA 92868.

9 6.3 Other Special Incidents

10 6.3.1 CONTRACTOR shall notify COUNTY Social Worker immediately
11 by telephone if any of the following occurs:

12 6.3.1.1 Foster Youth's school takes suspension action;

13 6.3.1.2 Foster Youth/NMD engages in behavior which comes
14 to the attention of law enforcement agencies;

15 6.3.1.3 Any behavior or activities by any Foster
16 Youth/NMD which substantially disrupts activities within the foster home and
17 jeopardizes the status, safety, and health of another person; and/or

18 6.3.1.4 A serious incident involving a person other than
19 a Foster Youth/NMD placed by COUNTY that could jeopardize the status, safety,
20 or health of a Foster Youth/NMD placed by COUNTY.

21 6.3.2 CONTRACTOR shall follow the telephone report with the
22 submission of an electronic SIR via the online FYI System to COUNTY Social
23 Worker and SSA Contract Administrator within three (3) business days of the
24 incident, or as otherwise instructed by ADMINISTRATOR.

25 6.4 Unplanned Termination

26 In the event of the NMD's unplanned termination from services,
27 CONTRACTOR shall work with COUNTY Social Worker for the best transition.

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1 7. REMOVAL, TRANSFER, AND/OR RESPITE OF FOSTER YOUTH

2 7.1 ADMINISTRATOR may, in its sole discretion, remove, any or all
3 Foster Youth/NMDs placed with CONTRACTOR at any time with or without stating
4 cause. COUNTY will conduct TDM meetings that include CONTRACTOR's social
5 worker and foster parents prior to non-emergent placement changes.

6 7.2 Except in the case of a critical emergency, no Foster Youth/NMD
7 shall be removed by CONTRACTOR without prior authorization from COUNTY Social
8 Worker which will include a move to and from respite care. CONTRACTOR shall
9 notify COUNTY Social Worker within fifteen (15) minutes of any placement
10 disruption. If COUNTY Social Worker is not available, CONTRACTOR shall
11 immediately notify the CFS Officer of the Day and/or COUNTY Social Worker's
12 supervisor. If none of the above individuals are available, CONTRACTOR shall
13 notify OCFC Intake Services at (714) 935-7080. CONTRACTOR shall retain in
14 Foster Youth's/NMD's file, documentation of such authorization and
15 notification.

16 7.3 At the earliest sign of a placement disruption and prior to the
17 submittal of a seven (7) day removal notice, CONTRACTOR shall contact COUNTY
18 Social Worker to request a TDM meeting.

19 8. RECRUITMENT OF FOSTER PARENTS

20 8.1 CONTRACTOR shall not recruit any foster parent who is currently
21 licensed by COUNTY or has submitted an application to COUNTY for licensing.
22 Prior to the evaluation and certification of foster parents by CONTRACTOR,
23 CONTRACTOR shall contact COUNTY Foster Home Licensing Unit to ensure that
24 there will be no duplication of licensing/certification.

25 8.2 CONTRACTOR shall not utilize false or misleading advertisements
26 when recruiting foster parents.

27 9. CONTRACTOR'S PROGRAM STATEMENT

28 9.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or

1 revised Program Statement submitted to the CDSS Foster Care Rates Bureau
2 and/or CCLD prior to the execution of this Agreement and shall submit all
3 revised Program Statements thereafter. Provisions of the revised Program
4 Statement shall supersede the provisions contained in the previous Program
5 Statement to the extent that they conflict.

6 9.2 CONTRACTOR shall complete the number of contacts per month with
7 each Foster Youth/NMD as indicated in their Program Statement.

8 10. NEEDS AND SERVICES PLAN

9 10.1 The Needs and Services Plan shall apply only to Foster Youth and
10 shall be developed in partnership with all of Foster Youth's treatment
11 providers, including CONTRACTOR's social worker, within the first thirty (30)
12 days of placement. A copy of the plan, signed by all parties, shall be placed
13 in Foster Youth's file. The plan shall be based on information including, but
14 not limited to:

15 10.1.1 Review of the HEP;

16 10.1.2 Placement information;

17 10.1.3 Service needs of Foster Youth;

18 10.1.4 Transportation and monitored visitation requirements; and

19 10.1.5 Support for Foster Youth, age fifteen and one-half (15½)
20 years and older, in the development of a TILP.

21 10.2 The Needs and Services Plan shall be updated with all applicable
22 signatures on a quarterly basis, unless otherwise specified. The quarterly
23 review may be conducted at CONTRACTOR's facility with CONTRACTOR's social
24 worker and CONTRACTOR.

25 11. FACILITIES

26 11.1 Services shall be provided in certified FFA homes and at
27 CONTRACTOR's main office located at:

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11.2 CONTRACTOR shall immediately notify ADMINISTRATOR of changes to its main office location.

12. CONTRACT ADMINISTRATION

ADMINISTRATOR and CONTRACTOR agree to designate a liaison to have primary responsibility for the coordination activities required to carry out this Agreement.

13. COUNTY RESPONSIBILITIES

COUNTY shall:

13.1 Support those Foster Youth preparing to transition to Extended Foster Care and NMDs currently in Extended Foster Care with developing and achieving their TILP goals, and ensure they remain eligible by continuous participation in one (1) or more Extended Foster Care participation requirements;

13.2 Provide CONTRACTOR with an assessment of Foster Youth's/NMD's placement needs;

13.3 Maintain responsibility for the court ordered Case Plan and the Needs and Services Plan for each Foster Youth by providing all relevant information to CONTRACTOR's social worker including, but not limited to: those portions of the court reports that pertain to Foster Youth's placement and needs in placement, all known pertinent education and medical information, and a copy of the HEP at the time of placement and in an ongoing manner.

13.4 For NMDs, maintain responsibility for the court ordered Case Plan and TILP for each NMD;

13.5 Work with CONTRACTOR toward timely permanency of Foster Youth's placement through family reunification, adoption, emancipation, or legal

1 guardianship;

2 13.6 Assist, as appropriate, in the maintenance of each Foster
3 Youth's/NMD's constructive relationships with parents, siblings, other family
4 members, and significant others, in future planning for each Foster Youth/NMD,
5 unless determined by COUNTY Social Worker to be unsafe;

6 13.7 See and communicate with each Foster Youth/NMD at least once per
7 month unless there is a waiver signed and approved by the SSA Program Manager.
8 CONTRACTOR will be informed of any such waiver and may appeal by contacting
9 COUNTY Social Worker's Program Manager;

10 13.8 Arrange an initial meeting within the first thirty (30) calendar
11 days of placement between CONTRACTOR's social worker, foster parent, Foster
12 Youth, and COUNTY Social Worker. Thereafter, arrange monthly meetings between
13 CONTRACTOR's social worker and/or foster parent, Foster Youth, and COUNTY
14 Social Worker. Location of all meetings shall be mutually agreed upon by all
15 parties.

16 13.9 Inform CONTRACTOR of known dangerous propensities of a Foster
17 Youth, as applicable;

18 13.10 Inform CONTRACTOR of procedures to fund medical care;

19 13.11 Provide authorization for medical treatment;

20 13.12 Obtain, when possible, Foster Youth's available clothing and
21 deliver it to CONTRACTOR within five (5) calendar days. Should Foster Youth
22 be placed from OCFC, COUNTY Social Worker will ensure that clothing and
23 personal items provided by OCFC will remain with Foster Youth;

24 13.13 Provide a clothing allowance as permitted to meet initial,
25 ongoing, and exceptional clothing needs;

26 13.14 Notify CONTRACTOR within three (3) business days in the event of a
27 change in COUNTY Social Worker. Newly assigned COUNTY Social Worker shall
28 make contact with CONTRACTOR's social worker within two (2) weeks of

1 assignment; and

2 13.15 Provide assistance in emergencies. The emergency after hours
3 telephone number is:

4 Social Services Agency (714) 935-7080

5 14. CONTRACTOR RESPONSIBILITIES

6 CONTRACTOR shall:

7 14.1 Comply with necessary requirements, including initial data entry
8 and ongoing maintenance of information on the automated, secure, web-based
9 Foster Family Agency Placement System, which could be implemented by COUNTY
10 during the term of this Agreement. CONTRACTOR understands the automated
11 placement system will pertain to its agency and foster families it oversees.
12 The data system is intended to facilitate suitable placements while
13 maintaining confidentiality of CONTRACTOR's information.

14 14.2 Facilitate Ice Breaker meetings between Foster Youth's parents and
15 FFA caregivers as a team-building experience. CONTRACTOR shall be responsible
16 for training its agency's social workers and caregivers in conducting Ice
17 Breakers. The Ice Breaker meeting shall take place at the time of placement
18 to discuss Foster Youth's needs, visitation arrangements, and collaborate on
19 appropriate ways to best serve the needs of Foster Youth and assist with
20 placement transitions.

21 14.3 Provide transportation for Foster Youth as indicated in the Needs
22 and Services Plan, Education Case Plan, School of Origin Travel Plan, or as
23 requested by COUNTY Social Worker. Transportation requested may include but
24 not be limited to, trips to and from medical/dental appointments, court
25 hearings, school of origin, and monitored visits. On an emergency basis or as
26 deemed necessary, CONTRACTOR shall assist the certified foster home with
27 transportation. CONTRACTOR is ultimately responsible for ensuring reasonable
28 transportation needs are met.

1 14.4 Transportation for NMDs shall comply with CCR, Title 22, Division
2 6, Sections 893174, which requires CONTRACTOR to permit the NMD to arrange for
3 his/her own transportation, unless specified in the TILP.

4 14.5 Provide Foster Youth/NMD with a nurturing, caring, and familial
5 environment;

6 14.6 Provide professional treatment suited to Foster Youth's needs and
7 assist NMD with decisions related to professional treatment, if necessary or
8 requested by NMD;

9 14.7 Consider the cultural, religious, ethnic, and/or racial background
10 of the Foster Youth as well as the capacity of the prospective foster parents
11 to meet the needs of Foster Youth;

12 14.8 Consider proximity to school, family, and community;

13 14.9 Confirm with COUNTY Social Worker that services are consistent
14 with the court ordered Case Plan and the Needs and Services Plan;

15 14.10 Follow intake requirements related to medical, dental, behavioral,
16 and developmental screening, physical examination, and medication policies as
17 designated by COUNTY;

18 14.11 Comply with Federal, State, and COUNTY requirements, and work with
19 COUNTY in planning for Foster Youth;

20 14.12 Encourage the maintenance of the parent-youth relationship,
21 encourage other familial relationships, and include parents and non-relative
22 extended family members (NREFMs) in the Foster Youth's Treatment Plan unless
23 determined by COUNTY to be contraindicated;

24 14.13 Not use any type of degrading or humiliating punishment, such as
25 corporal punishment, deprivation of meals, cessation of visits from parents or
26 siblings, threat of removal as a punishment or disciplinary method; and

27 14.14 Comply with Foster Youth's Treatment Plan and meet as requested by
28 COUNTY Social Worker, with maximum involvement of Foster Youth, parents, the

1 CASA, and COUNTY.

2 14.15 Work with COUNTY Social Worker in support of Foster Youth's
3 permanency.

4 15. CASE RECORDS

5 In addition to the requirements of Subparagraph 21.2 of this Agreement,
6 case records shall be maintained in the following manner;

7 15.1 Foster Youth's/NMD's Records

8 Records of Foster Youth/NMD shall be subject to the provisions of
9 any applicable policies and orders of the Orange County Juvenile Court.

10 15.1.1 Foster Youth's/NMD's records to be maintained by
11 CONTRACTOR shall include, but not be limited to:

12 15.1.1.1 Copies of the initial and all revised Needs and
13 Services Plans;

14 15.1.1.2 A copy of the court ordered Case Plan as
15 provided by COUNTY Social Worker;

16 15.1.1.3 Foster Youth's/NMD's clothing allowance and
17 expenditures for clothing and material provided by COUNTY;

18 15.1.1.4 Diagnostic studies;

19 15.1.1.5 Reports on interviews with Foster Youth/NMD;

20 15.1.1.6 Progress notes and school performance;

21 15.1.1.7 SIRs;

22 15.1.1.8 Written quarterly treatment summaries, copies of
23 which are to be submitted to COUNTY Social Worker upon completion;

24 15.1.1.9 Any reports from behavioral health treatment
25 professionals as provided to CONTRACTOR by COUNTY Social Worker;

26 15.1.1.10 Foster Youth's/NMD's foster placement packet as
27 provided by COUNTY Social Worker;

28 15.1.1.11 Updated copies of the HEP; and

1 15.1.1.12 Termination summary, a copy of which is to be
2 submitted to COUNTY Social Worker within ten (10) business days of termination
3 of placement.

4 15.1.2 Foster Youth's/NMD's records that are to be maintained in
5 the foster home shall include, but are not limited to;

6 15.1.2.1 Foster care agreement;

7 15.1.2.2 Medical authorization;

8 15.1.2.3 Visitation order; and

9 15.1.2.4 Case Plan and TILP for NMD.

10 16. REPORTS

11 CONTRACTOR shall provide the following reports and any other reports
12 ADMINISTRATOR may deem necessary, in a format and time period approved by
13 ADMINISTRATOR:

14 16.1 Foster Youth Population

15 CONTRACTOR shall prepare and submit to ADMINISTRATOR monthly
16 reports regarding admissions, discharges, service provision and changes in
17 staff positions, placement changes, certification and decertification of
18 homes, and CONTRACTOR's Social Worker contacts with Foster Youth. The first
19 Foster Youth Population monthly report is due ____ 10, 20___. Thereafter,
20 CONTRACTOR shall submit the report by the tenth (10th) calendar day of the
21 following month.

22 16.1.1 Staff changes of the Supervisor, Social Worker, Program
23 Director, and Therapist must be communicated by telephone to ADMINISTRATOR
24 within one (1) business day and in writing within seven (7) business days of
25 notification.

26 16.2 Treatment Plan

27 16.2.1 CONTRACTOR's social worker shall prepare and submit to
28 COUNTY Social Worker a Treatment Plan for each Foster Youth to whom he/she is

1 assigned within the first (30) days of placement. The Treatment Plan
2 information shall include, but not be limited to:

3 16.2.1.1 Medical and dental needs;

4 16.2.1.2 Psychological/psychiatric evaluations obtained;

5 16.2.1.3 Staffing review summaries;

6 16.2.1.4 Educational assessment;

7 16.2.1.5 Peer adjustment;

8 16.2.1.6 Relationships with staff and foster parents;

9 16.2.1.7 Involvement in recreation programs;

10 16.2.1.8 Behavioral problems;

11 16.2.1.9 Involvement/relationship with parents,

12 relatives, and friends; and

13 16.2.1.10 Independent Living Program, when appropriate.

14 16.2.2 The Treatment Plan for the NMD shall be consistent with the
15 NMD's TILP goals and shall support the NMD in meeting those goals and working
16 towards achieving self-sufficiency. Medical and dental needs and educational
17 assessment will be provided by the NMD.

18 16.3 Quarterly Report

19 CONTRACTOR shall submit to COUNTY Social Worker, on a quarterly
20 basis, written evaluations of each Foster Youth and/or NMD placed with
21 CONTRACTOR by COUNTY. These reports shall be submitted by the tenth (10th)
22 calendar day of the month following each three (3) month reporting period,
23 either electronically through SSA's Secure Communication Management System
24 (SCMS), or in another format deemed appropriate by ADMINISTRATOR.

25 16.3.1 The quarterly report for Foster Youth shall include, but
26 not be limited to:

27 16.3.1.1 Progress toward accomplishing long-range
28 goal(s), short-term objectives, and tasks the since previous quarterly report.

1 16.3.1.2 Identification of Foster Youth's unmet needs,
2 assessment of unmet needs and efforts made to meet those needs.

3 16.3.1.3 Reassessment of Foster Youth's adjustment to
4 CONTRACTOR's foster home, Treatment Plan, school, and FFA staff.

5 16.3.1.4 Current status of Foster Youth's physical and
6 psychological health, and report of medical care received and medication(s)
7 given.

8 16.3.1.5 Modification of the Treatment Plan, and as
9 necessary, the tasks to be performed and changes in the anticipated length of
10 placement.

11 16.3.1.6 Summary of contacts with Foster Youth,
12 CONTRACTOR's foster home, and Foster Youth's biological family.

13 16.3.2 Quarterly report for the NMD shall include, but not be
14 limited to:

15 16.3.2.1 NMD's progress in meeting at least one Extended
16 Foster Care participation requirement as defined in the TILP; progress in
17 meeting TILP goals for maintaining eligibility for Extended Foster Care; and,
18 as applicable, progress toward transitioning to self-sufficiency, including
19 educational achievements, employment search/job retention, housing search, and
20 other relevant activities.

21 16.3.2.2 Summary of support services CONTRACTOR provided
22 to NMD to facilitate achieving goals set forth in the TILP.

23 16.4 Termination Summary

24 CONTRACTOR shall prepare and submit to COUNTY Social Worker,
25 within ten (10) business days of termination of placement, a closing summary
26 of the records relating to treatment of Foster Youth/NMD.

27 17. CONFLICT RESOLUTION

28 In the event CONTRACTOR and COUNTY are unable to resolve differences of

1 opinion regarding the necessity and/or appropriateness of services and length
2 of services, the parties shall attempt to resolve the dispute in the following
3 order:

4 17.1 CONTRACTOR and COUNTY Social Worker shall first attempt to resolve
5 the dispute;

6 17.2 If CONTRACTOR and COUNTY Social Worker are unable to resolve the
7 dispute, then CONTRACTOR and COUNTY Senior Social Services Supervisor shall
8 attempt to resolve the dispute;

9 17.3 If CONTRACTOR and COUNTY Senior Social Services Supervisor are
10 unable to resolve the dispute, then CONTRACTOR and COUNTY Program Managers
11 from the assigned CFS program and the Foster Care Support and Development
12 Program shall attempt to resolve the dispute;

13 17.4 Director of Children and Family Services Division shall have the
14 final authority and sole discretion to resolve any dispute as to the necessity
15 and appropriateness of services and length of services.

16 18. CONTRACTOR'S STAFF

17 In addition to personnel disclosure requirements set forth in Paragraph
18 22 of this Agreement, during the term of this Agreement, CONTRACTOR shall:

19 18.1 Hire qualified staff in accordance with all applicable statutes
20 and regulations and comply with CCR Title 22, Division 6 for criminal record
21 clearances.

22 18.2 Maintain a personnel file on each employee, which shall include,
23 but not be limited to, the following information:

24 18.2.1 The person's completed employment application;

25 18.2.2 A completed and signed criminal record statement;

26 18.2.3 Written performance evaluations;

27 18.2.4 Proof of automobile insurance;

28 18.2.5 Completed reference checks;

- 1 18.2.6 Completed initial physical exam;
- 2 18.2.7 Completed tuberculosis test (within seven (7) days of
- 3 employment);
- 4 18.2.8 DMV driving record printout;
- 5 18.2.9 Confidentiality agreement;
- 6 18.2.10 Child abuse reporting statement;
- 7 18.2.11 Education credentials;
- 8 18.2.12 Annual training completed; and
- 9 18.2.13 Disciplinary actions taken, if applicable.

10 18.3 Provide the following full-time equivalent (FTE) staff positions:

<u>POSITION</u>	<u>FTE*</u>
_____	_____
_____	_____
_____	_____
_____	_____

16 *FTE is defined as the amount of time (stated as percentage) the
 17 position will be providing services under the terms of this Agreement. This
 18 percentage is based upon either forty (40) hour work week or two thousand
 19 eighty (2080) hours per year.

20 Establish and maintain a documented regular program of in-service
 21 training for staff involved in direct contact with Foster Youth/NMDs. Each
 22 personnel file shall contain documentation of attendance and content provided
 23 that employee.

24 ///
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 26 ///
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 28 ///