

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

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

9 THIS AGREEMENT, entered into this 1st day of July, 2012, which date is
10 particularized for purpose of reference only, is by and between the COUNTY OF
11 ORANGE, hereinafter referred to as "COUNTY," and New Alternatives, Inc.,
12 hereinafter referred to as "CONTRACTOR." This Agreement shall be administered
13 by the County of Orange Social Services Agency Director or designee, hereinafter
14 referred to as "ADMINISTRATOR."
15

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

18 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
19 transitional residential care utilizing the Transitional Housing Program Plus
20 (THP+) Services; and

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

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

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

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1. TERM

The term of this Agreement shall commence on July 1, 2012, and terminate on June 30, 2015, unless earlier terminated pursuant to the provisions of Paragraph 44 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

3. DEFINITIONS

3.1 ~~"Adult Mentor" shall be a mentor who provides friendship, guidance, and support to Young Adult.~~

3.2 ~~"After-care Support" shall mean that CONTRACTOR provides Young Adults who have completed the Transitional Housing Program - Plus (THP+) with a monthly support group and service referrals as needed.~~

3.3 Ansell Casey Life Skills Assessment: The assessment tool used before developing the Transitional Independent Living Plan (TILP) with the Young Adult on a six (6) months basis. The tool can be accessed at the following Internet site: <http://www.cdss.ca.gov/cdssweb/entres/forms/English/TILP1.pdf>.

3.4 CalWORKS: The California Work Opportunity and Responsibility to Kids Act of 1997 as described in California Welfare and Institutions Code (WIC)

1 Section 11200 et seq.

2 3.5 Case Manager: Employee of CONTRACTOR who is responsible for
3 providing all of the case management duties for Young Adults in the Program.

4 3.6 Culturally Responsive Sensitivity: General knowledge of cultural
5 values and morals of individuals from diverse ethnic groups, the ability to
6 recognize, respect, affirm, and value the worth of individuals from different
7 ethnic groups and the ability to interact responsively, respectfully, and
8 effectively with people from diverse cultures, classes, races, ethnic groups,
9 and religious backgrounds in a manner that recognizes, affirms, and values the
10 worth of individuals, families, and communities as well as protecting the
11 dignity of each person.

12 3.7 ~~"IEP" shall mean Individual Education Plan.~~

13 3.8 Independent Living Skills (ILS): CONTRACTOR's Independent Living
14 Skills training program. A program to help Young Adults formulate skills in
15 attainment of educational goals, income maintenance, housing information,
16 vocational goal achievement, daily living skills, and interpersonal skills.
17 The ILS program is used to support, and in conjunction with, the Transitional
18 Independent Living Plan (TILP).

19 3.9 Multi-Disciplinary Team (MDT): A team of individuals from diverse
20 expertise that meet to review the case and Young Adult's elements. The
21 CONTRACTOR Case Manager may be responsible for initiating the MDT meeting. MDT
22 Members may consist of the following: CONTRACTOR Case Manager; Social Services
23 Agency Program Staff; Behavioral Health Services (BHS) staff; educational
24 provider when applicable; any other individual whose relevant expertise would
25 benefit the MDT.

26 3.10 ~~"Parenting Young Adult" shall mean a pregnant Young Adult or a~~
27 ~~Young Adult who has children under their care.~~

28 ///

1 3.11 Deputy Probation Officer (DPO): County of Orange Deputy Probation
2 Officer.

3 3.12 Efforts to Outcomes (ETO): The Efforts to Outcomes is an
4 internet-based case management database used by Health, Human and Social
5 Services organizations to gather, use and report client information.

6 3.13 ~~“Positive Young Adult Development Model” shall refer to a~~
7 ~~collaborative initiative funded through the DeWitt Wallace Reader’s Digest~~
8 ~~Fund. The initiative is based on the core principles of: Total Young Adult~~
9 ~~Involvement, Healthy and Safe Environments, Healthy Relationships, Learning by~~
10 ~~Doing, Community Partnerships, Realizing that Interdependence Takes Time,~~
11 ~~Valuing Individual Strengths, Feedback and Self-Assessment.~~

12 3.14 ~~“Probation Department” shall mean the County of Orange Probation~~
13 ~~Department.~~

14 3.15 Program Staff: County of Orange Social Services Agency Program
15 staff.

16 3.16 ~~“SSA” shall mean County of Orange Social Services Agency.~~

17 3.17 Transitional Independent Living Plan (TILP): A Transitional
18 Independent Living Plan is a State required plan that contains the
19 educational/vocational or other goals related to self-sufficiency mutually
20 agreed upon by the Young Adult and Case Manager.

21 3.18 Transitional Housing Program-Plus (THP+): The Transitional Housing
22 Program-Plus is a program that has been certified and approved by SSA to
23 provide supervised transitional housing opportunities to eligible Young Adults
24 pursuant to Health and Safety Code Section 1559.110 and 1559.115 and California
25 Welfare and Institutions Code (WIC) 11400(r) and (s).

26 3.19 ~~“THP+ Plan” shall refer to a plan outlining Young Adult’s goals~~
27 ~~and objectives for THP+ and beyond, and shall be consistent with the State~~
28 ~~required TILP completed by Young Adult, Case Manager, and DPO if applicable.~~

1 ~~Young Adult and Case Manager shall create the plan immediately upon Young~~
2 ~~Adult's entry into the program.~~

3 3.20 Transitional Planning Services Program (TPSP): COUNTY's
4 Transitional Planning Services Program that provides independent living skills
5 training, services, vocational assessment, and financial assistance for
6 employment and education to Young Adults.

7 3.21 TPSP Liaison: A COUNTY Senior Social Worker responsible for
8 coordinating and supervising Young Adult participating in THP+, overseeing
9 special events and activities, supervising individual TILP Plans, and helping
10 Young Adult accomplish goals and self-sufficiency.

11 3.22 Visitors: Volunteers, repairmen, family members, friends,
12 consulting staff, or any other person who is not a resident or a member of
13 CONTRACTOR's staff.

14 3.23 YOUNG ADULT: Former foster youth between the ages of eighteen (18)
15 and twenty-four (24) years who have aged out of the State's foster care system
16 and were wards of the court through SSA or Probation Department; and foster
17 youth between the ages of eighteen (18) and twenty-one (21) years who continue
18 to remain in foster care, and receive foster care benefits and services. YOUNG
19 ADULTs who remain under the jurisdiction of the court after age eighteen (18)
20 years are referred to as Non-Minor Dependents (NMDs).

21 4. STATUS OF CONTRACTOR

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

1 services to be provided during the course and scope of their employment.

2 CONTRACTOR, its agents, employees and volunteers shall not be entitled
3 to any rights and/or privileges of COUNTY employees, and shall not be
4 considered in any manner to be COUNTY employees.

5 5. DESCRIPTION OF SERVICES, STAFFING

6 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
7 and supplies as described in Exhibit "A" to the Agreement between County of
8 Orange and New Alternatives, Inc., for the Provision of Transitional
9 Residential Home Services at Tustin Family Campus, attached hereto and
10 incorporated herein by reference. CONTRACTOR shall operate continuously
11 throughout the term of this Agreement with the number and type of staff
12 described and as required for provision of services hereunder pursuant to the
13 personnel disclosure provisions of this Agreement.

14 5.2 Subject to thirty (30) days written notice, ADMINISTRATOR may, in
15 his or her sole discretion, require changes in staffing allocations to reflect
16 current workload demands or service needs as long as COUNTY's maximum
17 obligation as set forth in this Agreement is not exceeded.

18 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
19 appropriate staff to attend an orientation session and subsequent training
20 sessions given by COUNTY.

21 6. LICENSES AND STANDARDS

22 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
23 required by the laws of the United States, State of California, County of
24 Orange, and all other appropriate governmental agencies, and agrees to maintain
25 these licenses and permits in effect for the duration of this Agreement.
26 Further, CONTRACTOR warrants that its employees shall conduct themselves in
27 compliance with such laws and licensure requirements including, without
28 limitation, compliance with laws applicable to sexual harassment and ethical

1 behavior.

2 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
3 unless waived in whole or in part by ADMINISTRATOR, with all applicable
4 provisions of the California Welfare and Institutions Code (WIC), Title 45 of
5 the Code of Federal Regulations (CFR), Federal Office of Management and Budget
6 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
7 applicable laws and regulations of the United States, State of California,
8 County of Orange Social Services Agency and all administrative regulations,
9 rules and policies adopted thereunder as each and all may now exist or be
10 hereafter amended.

11 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

12 7.1 Delegation and Assignment:

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

20 7.2 Subcontracts:

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

27 7.3 Subcontracts of \$25,000 or less:

28 CONTRACTOR shall develop a standard form Purchase Order, subject to

1 prior written approval of ADMINISTRATOR, to be utilized for the purchase of
2 services by CONTRACTOR when the cumulative total cost of the services to be
3 provided by any organization is anticipated to be twenty-five thousand dollars
4 (\$25,000) or less during the term of this Agreement. The basis for costs
5 incurred by any such Purchase Order(s) shall be the actual cost of providing
6 services or the usual and customary charges established by the organization(s)
7 providing the services.

8 7.4 Subcontracts in excess of \$25,000

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

20 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement
21 system, CONTRACTOR shall comply with such procurement system in obtaining
22 subcontracts with a total cost in excess of twenty-five thousand dollars
23 (\$25,000) during the term of this Agreement. In addition, CONTRACTOR shall
24 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
25 with any organization when the total cumulative cost of services to be provided
26 by that organization is anticipated to exceed twenty-five thousand dollars
27 (\$25,000) during the term of this Agreement.

28 CONTRACTOR and its subcontractor(s) shall establish and maintain

1 accurate and complete financial records related to services provided under the
2 terms of this Agreement. Such records may be subject to the satisfaction of
3 ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee,
4 for a period of five (5) years, or until any pending audit is completed.

5 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

6 8.1 Form of Business Organization:

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

11 8.1.1 The form of CONTRACTOR's business organization, i.e.,
12 proprietorship, partnership, corporation, etc.

13 8.1.2 A detailed statement indicating the relationship of
14 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
15 individual.

16 8.1.3 A detailed statement indicating the relationship of
17 CONTRACTOR to any subsidiary business organization or to any individual who may
18 be providing services, supplies, material or equipment to CONTRACTOR or in any
19 manner does business with CONTRACTOR under this Agreement.

20 8.2 Change in Form of Business Organization:

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

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1 9. USE OF COUNTY PROPERTY

2 9.1 COUNTY intends to permit CONTRACTOR the use of office space, office
3 furniture, household furniture, and office equipment located at the Tustin
4 Family Campus at which CONTRACTOR will be collocated with COUNTY staff pursuant
5 to this Agreement, as is more particularly set forth in that certain real
6 estate agreement described in Subparagraph 9.2, below. As stated in the lease
7 or license agreement, said office space, office furniture, and equipment shall
8 be used solely by employees of CONTRACTOR while performing their assigned
9 duties pursuant to this Agreement.

10 9.2 CONTRACTOR shall enter into a rent free lease or license agreement
11 with ADMINISTRATOR for facilities provided by ADMINISTRATOR and will execute
12 all terms and conditions of said agreement upon ADMINISTRATOR's presentation of
13 said document to CONTRACTOR. Failure to execute the lease or license agreement
14 will result in a breach of this Agreement.

15 10. NON-DISCRIMINATION

16 10.1 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, ancestry,
21 religion, age, marital status, medical condition, sexual orientation, sexual
22 preference, physical or mental disability or any other protected group in
23 accordance with the requirements of all applicable Federal or State laws.

24 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
25 meets the lawful and applicable requirements of the U.S. Department of Health
26 and Human Services.

27 10.3 CONTRACTOR shall furnish any and all information requested by
28 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to

1 books, records and accounts in order to ascertain CONTRACTOR's compliance with
2 Paragraph 10 et seq.

3 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
4 Employment Opportunity," as amended by Executive Order 11375 and as
5 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

6 10.5 Non-Discrimination in Employment

7 10.5.1 All solicitations or advertisements for employees placed by
8 or on behalf of CONTRACTOR shall state that all qualified applicants will
9 receive consideration for employment without regard to sex, race, color,
10 ethnicity, national origin, ancestry, religion, age, marital status, medical
11 condition, sexual orientation, sexual preference, physical or mental disability
12 or any other protected group in accordance with the requirements of all
13 applicable Federal or State laws. Notices describing the provisions of the
14 equal opportunity clause shall be posted in a conspicuous place for employees
15 and job applicants.

16 10.5.2 CONTRACTOR shall refer any and all employees desirous of
17 filing a formal discrimination complaint to:

18 California Department of Social Services

19 Public Inquiry and Response Bureau

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

21 Sacramento, CA 94244-2430

22 Telephone: 1-800-952-5253

23 1-800-952-8349 (For the hard of hearing)

24 10.6 Non-Discrimination in Service Delivery

25 10.6.1 CONTRACTOR shall comply with Titles VI and VII of the
26 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
27 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
28 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the

Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action and Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or Government Code Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 10.6 et seq.

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

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

10.6.2.2 Discrimination Complaint Form

10.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

11. NOTICES

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

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

CONTRACTOR: New Alternatives, Inc.
Attn: Tim Farley, Assistant Executive Director
1202 W. Civic Center Drive, Suite 205
Santa Ana, CA 92703

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

1 12. INDEMNIFICATION AND INSURANCE

2 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
3 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
4 State, COUNTY, and their elected and appointed officials, officers, employees,
5 agents and those special districts and agencies which COUNTY's Board of
6 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
7 any claims, demands or liability of any kind or nature, including but not
8 limited to personal injury or property damage, arising from or related to the
9 services, products or other performance provided by CONTRACTOR pursuant to this
10 Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of
11 competent jurisdiction because of the concurrent active negligence of COUNTY or
12 COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be
13 apportioned as determined by the court. Neither party shall request a jury
14 apportionment.

15 12.2 Prior to the provision of services under this Agreement, CONTRACTOR
16 agrees to purchase all required insurance at CONTRACTOR's expense and to
17 deposit with ADMINISTRATOR Certificates of Insurance, including all
18 endorsements required herein, necessary to satisfy COUNTY that the insurance
19 provisions of this Agreement have been complied with, and to keep such
20 insurance coverage and the certificates therefore on deposit with ADMINISTRATOR
21 during the entire term of this Agreement.

22 12.3 CONTRACTOR shall ensure that all subcontractors performing work on
23 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
24 to the same terms and conditions as set forth herein for CONTRACTOR.

25 12.4 All self-insured retentions (SIRs) and deductibles shall be clearly
26 stated on the Certificate of Insurance. If no SIRs or deductibles apply,
27 indicate this on the Certificate of Insurance with a "0" by the appropriate
28 line of coverage. Any self-insured retention (SIR) or deductible in an amount

in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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

Qualified Insurer

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

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

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

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

1 Required Coverage Forms

2 12.9 Commercial General Liability coverage shall be written on
3 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
4 liability coverage at least as broad.

5 12.10 Business Auto Liability coverage shall be written on ISO form CA 00
6 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at
7 least as broad.

8 Required Endorsements

9 12.11 Commercial General Liability policy shall contain the following
10 endorsements, which shall accompany the Certificate of insurance:

11 12.11.1 An Additional Insured endorsement using ISO form CG 2010
12 or CG 2033 or a form at least as broad naming COUNTY, its elected and appointed
13 officials, officers, employees, agents as Additional Insureds.

14 12.11.2 A primary non-contributing endorsement evidencing that
15 CONTRACTOR's insurance is primary and any insurance or self-insurance
16 maintained by COUNTY shall be excess and non-contributing.

17 12.12 All insurance policies required by this Agreement shall waive all
18 rights of subrogation against COUNTY and members of the Board of Supervisors,
19 its elected and appointed officials, officers, agents and employees when acting
20 within the scope of their appointment or employment.

21 12.13 The Workers' Compensation policy shall contain a waiver of
22 subrogation endorsement waiving all rights of subrogation against COUNTY, and
23 members of the Board of Supervisors, its elected and appointed officials,
24 officers, agents and employees.

25 12.14 All insurance policies required by this Agreement shall give COUNTY
26 thirty (30) days' notice in the event of cancellation and ten (10) days for
27 non-payment of premium. This shall be evidenced by policy provisions or an
28 endorsement separate from the Certificate of Insurance.

1 12.15 If CONTRACTOR's Professional Liability policy is a "claims made"
2 policy, CONTRACTOR shall agree to maintain professional liability coverage for
3 two (2) years following completion of this Agreement.

4 12.16 The Commercial General Liability policy shall contain a
5 severability of interests clause also known as a "separation of insureds"
6 clause (standard in the ISO CG 0001 policy).

7 12.17 If CONTRACTOR fails to provide the insurance certificates and
8 endorsements within seven (7) days of notification by CEO/County Procurement
9 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

10 12.18 COUNTY expressly retains the right to require CONTRACTOR to
11 increase or decrease insurance of any of the above insurance types throughout
12 the term of this Agreement. Any increase or decrease in insurance will be as
13 deemed by COUNTY Risk Manager as appropriate to adequately protect COUNTY.

14 12.19 COUNTY shall notify CONTRACTOR in writing of changes in the
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
16 certificates of insurance and endorsements with COUNTY incorporating such
17 changes within thirty (30) days of receipt of such notice, this Agreement may
18 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
19 to all legal remedies.

20 12.20 The procuring of such required policy or policies of insurance
21 shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill
22 the indemnification provisions and requirements of this Agreement, nor act in
23 any way to reduce the policy coverage and limits available from the insurer.

24 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

25 CONTRACTOR shall report to COUNTY:

26 13.1 Any accident or incident relating to services performed under this
27 Agreement which involves injury or property damage which may result in the
28 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report

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

2 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
3 from or related to services performed by CONTRACTOR under this Agreement. Such
4 report shall be submitted to COUNTY within twenty-four (24) hours of
5 occurrence.

6 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
7 property. Such report shall be submitted to COUNTY within twenty-four (24)
8 hours of occurrence.

9 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
10 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
11 under the term of this Agreement. Such report shall be submitted to COUNTY
12 within twenty-four (24) hours of occurrence.

13 14. CONFLICT OF INTEREST

14 CONTRACTOR shall exercise reasonable care and diligence to prevent any
15 actions or conditions that could result in a conflict with the best interests
16 of COUNTY. This obligation shall apply to CONTRACTOR's employees, agents,
17 relatives, subcontractors, and third parties associated with accomplishing the
18 work hereunder.

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

24 15. ANTI-PROSELYTISM PROVISION

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

1 16. SUPPLANTING GOVERNMENT FUNDS

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

11 17. EQUIPMENT

12 17.1 All items purchased with funds provided under this Agreement or
13 which are furnished to CONTRACTOR by the COUNTY which have a single unit cost
14 of at least five thousand dollars (\$5,000), including sales tax, shall be
15 considered Capital Equipment. Title to all items of Capital Equipment
16 purchased vests and will remain in the COUNTY as such shall be designated by
17 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
18 performance of this Agreement. Upon the termination of this Agreement,
19 CONTRACTOR shall immediately return any items of Capital Equipment to the
20 COUNTY or its representatives, or dispose of them in accordance with the
21 directions of ADMINISITRATOR.

22 CONTRACTOR further agrees to the following:

23 17.1.1 To maintain all items of Capital Equipment in good working
24 order and condition, normal wear and tear excepted.

25 17.1.2 To label all items of Capital Equipment, do periodic
26 inventories as required by ADMINISTRATOR and to maintain an inventory list
27 showing where and how the Capital Equipment is being used, in accordance with
28 procedures developed by ADMINISTRATOR. All such lists shall be submitted to

1 ADMINISTRATOR within ten (10) days of any request therefore.

2 17.1.3 To report in writing to ADMINISTRATOR immediately after
3 discovery, the loss or theft of any items of Capital Equipment. For stolen
4 items, the local law enforcement agency must be contacted and a copy of the
5 police report submitted to ADMINISTRATOR.

6 17.1.4 To purchase a policy or policies of insurance covering loss
7 or damage to any and all Capital Equipment purchased under this Agreement, in
8 the amount of the full replacement value thereof, providing protection against
9 the classification of fire, extended coverage, vandalism, malicious mischief and
10 special extended perils (all risks) covering the parties' interests as they
11 appear.

12 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
13 requested in writing, shall require the prior written approval of
14 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
15 appropriate and directly related to CONTRACTOR's services or activity under the
16 terms of the Agreement. COUNTY may refuse reimbursement for any costs
17 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
18 if prior written approval has not been obtained from ADMINISTRATOR.

19 17.3 No personal computers or any component thereof may be purchased
20 with funds provided under this Agreement regardless of purchase price, without
21 prior written approval of ADMINISTRATOR. Any personal computers or any
22 component thereof purchased shall be in accordance with computer specifications
23 provided by ADMINISTRATOR, be subject to the same inventory control conditions
24 specified in Subparagraphs 17.1.1 - 17.1.4, and, at the sole discretion of
25 ADMINISTRATOR, become the property of the COUNTY upon termination of this
26 Agreement.

27 18. BREACH SANCTIONS

28 Failure by CONTRACTOR to comply with any of the provisions, covenants, or

conditions of this Agreement shall be a material breach of this Agreement. In such event ADMINISTRATOR may, in its sole discretion, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

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

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

18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

19. PAYMENTS

19.1 COUNTY agrees to pay CONTRACTOR, monthly in arrears, for services rendered to each YOUNG ADULT at the following rates or at such other rates as may be adopted by COUNTY pursuant to the authority of the State of California. Payments shall accrue from the date the YOUNG ADULT enters the Tustin Family Campus THP+ Program and terminate on the date before the YOUNG ADULT is terminated from ~~CONTRACTOR's facility~~ the Tustin Family Campus THP+ Program. The daily rate shall be paid when an individual YOUNG ADULT occupies a bed for less than a full calendar month. The daily rate is calculated by multiplying the monthly rate times twelve (12) months and dividing by three hundred sixty-five (365) days. The monthly rate shall be paid when individual YOUNG ADULT occupies a bed for a full calendar month.

PER DAY	PER MONTH
\$121.57	\$3,698.00

1 19.2 ADMINISTRATOR may change rates herein above stated where such
2 changes are adopted by and pursuant to the authority of the State of
3 California. COUNTY should release payment approximately thirty (30) days after
4 receipt from CONTRACTOR of a correctly completed billing and any required
5 supporting documentation. CONTRACTOR shall bill COUNTY in a fashion specified
6 by ADMINISTRATOR. If COUNTY changes the above referenced rates, ADMINISTRATOR
7 shall notify CONTRACTOR of the rate changes. For purposes of payments pursuant
8 to this Paragraph, CONTRACTOR shall be entitled to a full day of payment for
9 any services provided to YOUNG ADULT at any time during the twenty-four (24)
10 hour period after midnight.

11 19.3 CONTRACTOR shall provide written notice to COUNTY within thirty
12 (30) days of the receipt of a payment for an Orange County placement, which is
13 inconsistent with the period of placement and results in an overpayment or an
14 underpayment. The overpayment and/or underpayment shall be identified by YOUNG
15 ADULT's name, case number, caseload number and the amount of underpayment
16 and/or overpayment.

17 19.4 Claims:

18 19.4.1 CONTRACTOR shall submit monthly reimbursement claims to be
19 received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the
20 month for expenses incurred in the preceding month. In the event the twentieth
21 (20th) calendar day falls on a weekend or COUNTY Holiday, CONTRACTOR shall
22 submit the claim the next business day. COUNTY holidays include New Year's
23 Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day,
24 Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
25 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

26 19.4.2 ~~All claims must be submitted monthly by CONTRACTOR on a~~
27 ~~form approved by ADMINISTRATOR. All claims submitted to COUNTY must be~~
28 ~~supported with source documents.~~ All reimbursement claims must be submitted by

CONTRACTOR on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or the COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 26 (Records, Inspections, and Audits) of this Agreement.

19.4.3 CONTRACTOR acknowledges that the amount of reimbursement on a claim received by ADMINISTRATOR after the twentieth (20th) calendar day of the month shall be reduced, in accordance with the following table:

1 to 30 calendar days late	10% reduction of claim amount to be paid
31 to 60 calendar days late	20% reduction of claim amount to be paid
61 to 90 calendar days late	30% reduction of claim amount to be paid
Over 90 calendar days late	40% reduction of claim amount to be paid

CONTRACTOR and ADMINISTRATOR agree that all reductions of a late claim included in the table above shall be based upon the amount of the CONTRACTOR's correctly submitted claim amount to be paid.

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

19.4.4 Year End and Final Claims:

19.4.4.1 Any and all claims must be received by ADMINISTRATOR no later than August 30, 2015, at 5:00 p.m., said date being approximately sixty (60) days after termination of this Agreement. Claims received after this date and time may not be reimbursed. ADMINISTRATOR may, in

1 its sole discretion, modify the date upon which the final claim must be
2 received, upon notice to CONTRACTOR.

3 19.4.4.2 Final claims for the term of July 1, 2012 through
4 June 30, 2013, must be received no later than August 30, 2013 at 5:00 p.m.

5 19.4.4.3 Final claims for the term of July 1, 2013 through
6 June 30, 2014, must be received no later than August 30, 2014 at 5:00 p.m.

7 19.4.4.4 Final claims for the term of July 1, 2014 through
8 June 30, 2015, must be received no later than August 30, 2015 at 5:00 p.m.

9 19.4.4.5 Claims received after the dates specified in
10 Subparagraph 19.2.2.1 to 19.2.2.3 may not be reimbursed. ADMINISTRATOR may, in
11 its sole discretion, modify the date upon which the final claim per term must
12 be received, upon notice to CONTRACTOR.

13 19.4.4.6 The basis for final settlement shall be the
14 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or
15 Title 48 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR
16 pursuant to this Agreement; limited, however, to the maximum obligation of
17 COUNTY. In the event that any overpayment has been made, COUNTY may offset the
18 amount of the overpayment against the final payment. In the event overpayment
19 exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within
20 five (5) days of notice from COUNTY. Nothing herein shall be construed as
21 limiting the remedies of COUNTY in the event an overpayment has been made.

22 19.4.5 Seventy-Five Percent Expenditure Notification:

23 CONTRACTOR shall maintain a system of record keeping that
24 will allow CONTRACTOR to determine when it has incurred seventy-five percent
25 (75%) of the total contract authorizations under this Agreement. Upon
26 occurrence of this event, CONTRACTOR shall send written notification to the
27 ADMINISTRATOR.

28 ///

1 20. OVERPAYMENTS

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

15 MEDICAL COSTS moved to Exhibit.

16 21. OUTSTANDING DEBT

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

20 22. REVENUE

21 22.1 Whenever CONTRACTOR receives any money specifically designated for
22 use in programs funded through this Agreement, excluding any funds specified as
23 a CONTRACTOR match under this Agreement, such monies shall be considered to be
24 a cost off-set and treated as a reduction against the amount claimed by
25 CONTRACTOR.

26 22.2 CONTRACTOR is not required to apply grants or gifts which are
27 unrestricted in use to any cost or expense of CONTRACTOR in which the COUNTY
28 participates.

1 22.3 CONTRACTOR may establish and utilize a sliding fee schedule,
2 approved by ADMINISTRATOR, to determine client fees for services provided.
3 However, CONTRACTOR shall not refuse services to clients referred by
4 ADMINISTRATOR because of inability or unwillingness to pay said fees.

5 20.4 CONTRACTOR shall make every reasonable effort to collect all
6 available third party reimbursement for which client may be eligible. Public
7 and private insurance carrier shall be billed on the basis of CONTRACTOR's
8 customary charges, if applicable.

9 22.5 Fees and revenues received by CONTRACTOR from or on behalf of
10 clients, including from public or private insurance carriers, shall be deducted
11 from any billings to the COUNTY and shall reduce any obligation of the COUNTY
12 under this Agreement.

13 22.6 Whenever CONTRACTOR receives any money specifically designated for
14 use in programs funded through this Agreement, such monies shall be considered
15 a cost off-set and treated as a reduction against the amount claimed by
16 CONTRACTOR.

17 23. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

18 COUNTY will maximize the use of Early and Periodic Screening Diagnosis
19 and Treatment Program (EPSDT) funding when children and families are determined
20 to have an eligible condition. COUNTY will provide training for CONTRACTOR on
21 EPSDT charting requirements, and will facilitate the processing of EPSDT
22 funding claims. CONTRACTOR shall comply with these requirements for EPSDT
23 eligible children and their families, and shall facilitate the processing of
24 EPSDT funding claims. CONTRACTOR understands that in order to participate in
25 this funding opportunity, agreements with both ADMINISTRATOR and County of
26 Orange Health Care Agency shall be required.

27 24. FINAL REPORT

28 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report

1 within sixty (60) days after the termination of this Agreement, which shall
2 summarize the activities and services provided by CONTRACTOR during the term of
3 this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
4 modify the date upon which the final report must be submitted.

5 25. INDEPENDENT AUDIT

6 25.1 CONTRACTOR shall employ a licensed certified public accountant who
7 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
8 related expenditures during the term of this Agreement in compliance with the
9 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
10 Organizations. The audit must be performed in accordance with generally
11 accepted government auditing standards and OMB Circular A-122. CONTRACTOR shall
12 cooperate with COUNTY, State and/or Federal agencies to ensure that corrective
13 action is taken within six (6) months after issuance of all audit reports with
14 regard to audit exceptions.

15 25.2 It is mutually understood that CONTRACTOR's organization-wide audit
16 covers fiscal years beginning July 1 and ending June 30. CONTRACTOR agrees to
17 provide ADMINISTRATOR with a copy of its organization-wide audit for the period
18 July 1, 2012 through June 30, 2013, by August 30, 2013; for the period July 1,
19 2013, through June 30, 2014, by August 30, 2014; and for the period July 1,
20 2014, through June 30, 2015, by August 30, 2015. Failure to provide a copy of
21 the organization-wide audit, for the period July 1, 2013, through June 30,
22 2014, shall be sufficient cause for ADMINISTRATOR, in its sole discretion, to
23 deny payment under this or any subsequent Agreement with CONTRACTOR until such
24 time as the required audit is provided to ADMINISTRATOR. ADMINISTRATOR may, in
25 its sole discretion, modify the date upon which the organization-wide audit
26 must be received, upon notice to CONTRACTOR. ~~CONTRACTOR agrees to provide~~
27 ~~ADMINISTRATOR with a copy of its organization-wide audit for the period ending~~
28 ~~June 30 within sixty (60) days after the end of its fiscal year. Failure to~~

1 ~~comply with this paragraph shall be sufficient cause for ADMINISTRATOR, in its~~
2 ~~sole discretion, to deny payment of any monies under this or any other~~
3 ~~subsequent Agreement with CONTRACTOR until such time the audit is received.~~
4 ~~ADMINISTRATOR may, in its sole discretion, modify the date upon which the~~
5 ~~independent audit must be received, upon notice to CONTRACTOR.~~

6 26. RECORDS, INSPECTIONS AND AUDITS

7 26.1 Financial Records:

8 26.1.1 CONTRACTOR shall prepare and maintain accurate and
9 complete financial records. Financial records shall be retained, by
10 CONTRACTOR, for a minimum of five (5) years from the date of final payment
11 under this Agreement or until all pending COUNTY, State and Federal audits are
12 completed, whichever is later.

13 26.1.2 CONTRACTOR shall establish and maintain reasonable
14 accounting, internal control and financial reporting standards in conformity
15 with generally accepted accounting principles established by the American
16 Institute of Certified Public Accountants and to the satisfaction of
17 ADMINISTRATOR.

18 Young Adult's Records moved to Exhibit.

19 26.2 Client Records:

20 26.2.1 CONTRACTOR shall prepare and maintain accurate and
21 complete records of clients served and dates and type of services provided
22 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

23 26.2.2 All client records related to services provided under the
24 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
25 (5) years from the date of final payment under this Agreement or until all
26 pending County, State and Federal audits are completed, whichever is later.
27 Notwithstanding anything to the contrary, upon termination of this Agreement,
28 CONTRACTOR shall relinquish control with respect to client records to COUNTY in

1 accordance with Subparagraph 44.2.

2 26.2.3 COUNTY may refuse payment for a claim if client record(s)
3 are determined by COUNTY to be incomplete or inaccurate. In the event client
4 record(s) are determined to be incomplete or inaccurate after payment has been
5 made, COUNTY may treat such payment as an overpayment within the provisions of
6 this Agreement.

7 County Records moved to Exhibit.

8 26.3 Public Records:

9 With the exception of client records or other records referenced in
10 Paragraph 31, entitled Confidentiality, all records, including but not limited
11 to, reports, audits, notices, claims, statements and correspondence, required
12 by this Agreement may be subject to public disclosure. COUNTY will not be
13 liable for any such disclosure.

14 26.4 Inspections and Audits:

15 26.4.1 The U.S. Department of Health and Human Services,
16 Comptroller General of the United States, Director of the California Department
17 of Social Services, State Auditor-General, ADMINISTRATOR, the COUNTY's Auditor-
18 Controller and Internal Audit Department, or any of their authorized
19 representatives, shall have access to any books, documents, papers and records,
20 including medical records, of CONTRACTOR which any of them may determine to be
21 pertinent to this Agreement for the purpose of financial monitoring. Further,
22 all the above mentioned persons have the right at all reasonable times to
23 inspect or otherwise evaluate the work performed or being performed under this
24 Agreement and the premises in which it is being performed.

25 26.4.2 CONTRACTOR shall make available its books and financial
26 records within the borders of Orange County within ten (10) days after receipt
27 of written demand by ADMINISTRATOR.

28 26.4.3 In the event CONTRACTOR does not make available its books

1 and financial records within the borders of Orange County, CONTRACTOR agrees to
2 pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
3 designee, necessary to obtain CONTRACTOR's books and financial records.

4 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
5 liability to the State or Federal government or any agency thereof resulting
6 from any disallowances or other audit exceptions to the extent that such
7 liability is attributable to CONTRACTOR's failure to perform under this
8 Agreement.

9 26.5 Evaluation Studies:

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

13 27. PERSONNEL DISCLOSURE

14 27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
15 all personnel providing services hereunder, including resumes and job
16 applications. Changes to the list will be immediately provided to ADMINISTRATOR
17 in writing, along with a copy of a resume and/or job application. The list
18 shall include:

19 27.1.1 All Names of all full- or part-time personnel by title,
20 including volunteer personnel, whose direct services are required to provide
21 the programs described herein;

22 27.1.2 A brief description of the functions of each position and
23 the hours each person works each week, or for part-time personnel each day or
24 month, as appropriate;

25 27.1.3 The professional degree, if applicable, and experience
26 required for each position; and

27 27.1.4 The language skill, if applicable, for all personnel.

28 27.2 ~~Where authorized by law, CONTRACTOR shall conduct criminal record~~

1 background checks on all employees and/or volunteers who will provide services
2 under this Agreement. CONTRACTOR's employment application shall require
3 applicants to provide detailed information regarding the conviction of a crime
4 by any court, for offenses other than minor traffic offenses. Information not
5 disclosed in the employment application discovered subsequent to the hiring or
6 promotion of any applicant shall be cause for termination of that employee.

7 27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
8 the COUNTY, criminal record background checks on all employees and/or
9 volunteers who will provide services under this Agreement. Candidates will
10 satisfy background checks consistent with and comparable to those required for
11 COUNTY employees.

12 27.4 CONTRACTOR warrants that all persons employed or otherwise assigned
13 by CONTRACTOR to provide services under this Agreement have satisfactory past
14 work records and/or reference checks indicating their ability to perform the
15 required duties and accept the kind of responsibility anticipated under this
16 Agreement. CONTRACTOR shall maintain records of background investigations and
17 reference checks undertaken and coordinated by CONTRACTOR for each employee
18 and/or volunteer assigned to provide services under this Agreement for a
19 minimum of five (5) years from the date of final payment under this Agreement
20 or until all pending COUNTY, State and Federal audits are completed, whichever
21 is later, in compliance with all applicable laws.

22 27.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
23 arrest and/or subsequent conviction, for offenses other than minor traffic
24 offenses, of any paid employee and/or volunteer staff performing services under
25 this Agreement, when such information becomes known to CONTRACTOR.
26 ADMINISTRATOR, in its sole discretion, may determine whether such employee
27 and/or volunteer may continue to provide services under this Agreement and
28 shall provide notice of such determination to CONTRACTOR in writing.

1 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
2 material breach of this Agreement, pursuant to Paragraph 18 above.

3 27.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
4 staff performing work hereunder and any proposed changes in CONTRACTOR's staff,
5 including, but not limited to, CONTRACTOR's Program Director.

6 27.7 COUNTY shall have the right, at its sole discretion, to require
7 CONTRACTOR to remove any employee from the performance of services under this
8 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said
9 personnel.

10 27.8 CONTRACTOR shall notify COUNTY immediately when staff is terminated
11 for cause from working on this Agreement.

12 27.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
13 Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all
14 work in accordance with the terms and conditions of this Agreement.

15 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 may be assessed against CONTRACTOR or COUNTY or both in connection with any
2 alleged violation of any Federal or State statutes or regulations pertaining to
3 the eligibility for employment of any persons performing work under this
4 Agreement.

5 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

28 It is expressly understood that this data will be transmitted to

1 governmental agencies charged with the establishment and enforcement of child
2 support orders, and for no other purpose.

3 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

15 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

21 32. CONFIDENTIALITY

22 32.1 CONTRACTOR agrees to maintain the confidentiality of its records
23 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
24 and all other provisions of law, and regulations promulgated thereunder
25 relating to privacy and confidentiality, as each may now exist or be hereafter
26 amended.

27 All records and information concerning any and all persons referred
28 to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept

1 confidential by CONTRACTOR. CONTRACTOR's staff, agents, employees and
2 volunteers. CONTRACTOR shall require all of its employees, agents,
3 subcontractors and volunteer staff who may provide services for CONTRACTOR
4 under this Agreement to sign an agreement with CONTRACTOR before commencing the
5 provision of any such services, to maintain the confidentiality of any and all
6 materials and information with which they may come into contact, or the
7 identities or any identifying characteristics or information with respect to
8 any and all participants referred to CONTRACTOR by COUNTY, except as may be
9 required to provide services under this Agreement or to those specified in this
10 Agreement as having the capacity to audit CONTRACTOR, and as to the latter,
11 only during such audit. CONTRACTOR shall comply with any audits specified in
12 Paragraph 26 provide reports and any other information required by COUNTY in
13 the administration of this Agreement, and as otherwise permitted by law.

14 32.2 CONTRACTOR shall inform all of its employees, agents,
15 subcontractors, volunteers and partners of this provision and that any person
16 knowingly and intentionally violating the provisions of said State law may be
17 guilty of a crime.

18 32.3 CONTRACTOR agrees that any and all subcontracts entered into shall
19 be subject to the confidentiality requirements of this Agreement.

20 32.4 CONTRACTOR agrees to maintain the confidentiality of its records
21 with respect to Juvenile Court matters, in accordance with WIC Section 827, all
22 applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding
23 Confidentiality, as it now exists or may hereafter be amended.

24 32.5 No access, disclosure or release of information regarding a child
25 who is the subject of Juvenile Court proceedings shall be permitted except as
26 authorized. If authorization is in doubt, no such information shall be released
27 without the written approval of a Judge of the Juvenile Court

28 32.6 CONTRACTOR must receive prior written approval of the Juvenile

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

5 ~~REMOVAL OF YOUNG ADULT~~

6 ~~28.1 Notwithstanding any other provision of this Agreement, COUNTY may,~~
7 ~~in its sole discretion, require the removal, with or without stating cause, of~~
8 ~~any YOUNG ADULT participating in the THP+ Transitional Residential Homes~~
9 ~~program at any time.~~

10 ~~28.2 Except in an emergency as defined in Subparagraph 7.6.1 of Exhibit~~
11 ~~A of this Agreement, no YOUNG ADULT shall be removed from the Transitional~~
12 ~~Residential Homes without prior authorization from YOUNG ADULT's TPS Senior~~
13 ~~Social Worker.~~ Moved to Exhibit.

14 33. COPYRIGHT ACCESS

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

19 34. WAIVER

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

28 ///

1 35. PETTY CASH

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

4 36. PUBLICITY

5 36.1 Information and solicitations, prepared and released by CONTRACTOR,
6 concerning the services provided under this Agreement shall state that the
7 program, wholly or in part, is funded through Federal, State, and COUNTY
8 government funds.

9 36.2 CONTRACTOR shall not disclose any details in connection with this
10 Agreement to any person or entity except as may be otherwise provided hereunder
11 or required by law. However, in recognizing CONTRACTOR's need to identify its
12 services and related clients to sustain itself, COUNTY shall not inhibit
13 CONTRACTOR from publishing its role under this Agreement within the following
14 conditions:

15 36.2.1 CONTRACTOR shall develop all publicity material in a
16 professional manner; and

17 36.2.2 During the term of this Agreement, CONTRACTOR shall not,
18 and shall not authorize another to, publish or disseminate any commercial
19 advertisements, press releases, feature articles, or other materials using the
20 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
21 unreasonably withhold written consent.

22 37. COUNTY RESPONSIBILITIES

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

25 38. REFERRALS

26 CONTRACTOR shall provide services to individuals referred by
27 ADMINISTRATOR.

28 ///

1 39. REPORTS

2 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to
3 complete any State-required reports related to the services provided under this
4 Agreement.

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

10 40. ENERGY EFFICIENCY STANDARDS

11 As applicable, CONTRACTOR shall comply with the mandatory standards and
12 policies relating to energy efficiency in the State Energy Conservation Plan
13 (Title 24, California Code of Regulations).

14 41. ENVIRONMENTAL PROTECTION STANDARDS

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

21 41.1 No facility to be utilized in the performance of the proposed grant
22 has been listed on the EPA List of Violating Facilities;

23 41.2 It will notify COUNTY prior to award of the receipt of any
24 communication from the Director, Office of Federal Activities, U.S. EPA,
25 indicating that a facility to be utilized for the grant is under consideration
26 to be listed on the EPA List of Violating Facilities; and

27 41.3 It will notify COUNTY and the EPA about any known violation of the
28 above laws and regulations.

1 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
2 FEDERAL TRANSACTIONS

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

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

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

16 1) No Federal appropriated funds have been paid or will be
17 paid to any person for influencing or attempting to influence an officer or
18 employee of any agency, a Member of Congress, an officer or employee of
19 Congress, or an employee of a Member of Congress on his or her behalf in
20 connection with the awarding of any Federal contract, the making of any Federal
21 grant, the making of any Federal loan, the entering into of any cooperative
22 agreement, and the extension, continuation, renewal, amendment or modification
23 of any Federal contract, grant, loan, or cooperative agreement;

24 2) If any funds other than Federal appropriated funds
25 (including profit or fee received under a covered Federal transaction) have
26 been paid, or will be paid, to any person for influencing or attempting to
27 influence an officer or employee of any agency, a Member of Congress, an
28 officer or employee of Congress, or an employee of a Member of Congress on his

1 or her behalf in connection with this solicitation, the offeror shall complete
2 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
3 Activities, to the Contracting Officer; and

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

8 C. Submission of this certification and disclosure is a
9 prerequisite for making or entering into this Agreement imposed by Section
10 1352, Title 31, USC. Any person who makes an expenditure prohibited under this
11 provision or who fails to file or amend the disclosure form to be filed or
12 amended by this provision, shall be subject to a civil penalty of not less than
13 \$10,000, and not more than \$100,000, for each such failure.

14 43. POLITICAL ACTIVITY

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

18 44. TERMINATION PROVISIONS

19 44.1 ADMINISTRATOR may terminate this Agreement without penalty
20 immediately with cause or after thirty (30) days written notice without cause,
21 unless otherwise specified. Notice shall be deemed served on the date of
22 mailing. Cause shall be defined as any breach of Agreement, any
23 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
24 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
25 all further obligation.

26 44.2 Upon termination, or notice thereof, CONTRACTOR agrees to cooperate
27 with ADMINISTRATOR in the orderly transfer of service responsibilities, active
28 case records, and pertinent documents.

1 44.3 The obligations of COUNTY under this Agreement are contingent upon
2 the availability of Federal and/or State funds, as applicable, for the
3 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
4 for the services hereunder in the budget approved by the Orange County Board of
5 Supervisors each fiscal year this Agreement remains in effect or operation. In
6 the event that such funding is terminated or reduced, ADMINISTRATOR may
7 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
8 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
9 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
10 notification of such determination. CONTRACTOR shall immediately comply with
11 ADMINISTRATOR's decision.

12 44.4 If any provision of this Agreement or the application thereof is
13 held invalid, the remainder of this Agreement shall not be affected thereby.

14 45. GOVERNING LAW AND VENUE

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

24 46. SIGNATURE IN COUNTERPARTS

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

28 ///

1 THEREFORE, the parties hereto have executed this Agreement in the County of
2 Orange, California.

3
4 By: _____
5 TIMOTHY H. FARLEY
6 ASSISTANT EXECUTIVE DIRECTOR
7 NEW ALTERNATIVES, INC.

By: _____
COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS

8 Dated: _____

Dated: _____

9
10
11 SIGNED AND CERTIFIED THAT A COPY OF THIS
12 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
13 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
14 ATTEST:

15 _____
16 Clerk of the Board of Supervisors
17 Orange County, California

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

22 By: _____
23 DEPUTY

24 Dated: _____
25
26
27
28

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

NEW ALTERNATIVES, INC.

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

1. POPULATION TO BE SERVED

CONTRACTOR shall provide transitional housing and supportive services to up to fourteen (14) YOUNG ADULTs per month between the ages of eighteen (18) and twenty-four (24), to aid in their transition to independent living. ~~Participating YOUNG ADULTs~~ Participants shall be voluntary participants YOUNG ADULTs as defined in Subparagraph 3.16 of this Agreement. ~~who have emancipated from California State foster care system and were dependents or wards of the court through Child Welfare Services or Probation Department.~~

~~The population to be served shall be hereinafter referred to as "YOUNG ADULT."~~

2. ELIGIBILITY REQUIREMENTS

2.1 YOUNG ADULTs ~~who are eligible to participate in THP+~~ shall be as defined in Subparagraph 3.16 of this Agreement are eligible to participate in Transitional Housing Program-Plus (THP+) and shall be:

2.2 ~~Former foster youth between the ages of eighteen (18) and twenty-four (24), who have emancipated from California State foster care system and were dependents or wards of the court through the Child Welfare Services or Probation Department.~~

1 2.2.1 Required to show commitment to begin and remain enrolled in
2 educational classes or a training program; seek, secure, and maintain
3 employment; and develop and adhere to a savings plan.

4 2.2.2 Required to complete a detailed application related to why
5 he/she wants to enter the Transitional Residential Homes Program and what
6 he/she wants to gain from the Program.

7 2.2.3 Required to sign a Waiver and Release as set forth in
8 Subparagraph 7.3 of this Exhibit A.

9 2.2.4 Required to show monthly proof of satisfactory progress in
10 meeting their Transitional Independent Living Plan (TILP) and THP+ plan goals.

11 3. REFERRAL PROCESS

12 3.1 CONTRACTOR shall provide THP+ services to all YOUNG ADULTs referred
13 by ADMINISTRATOR. CONTRACTOR will not refuse YOUNG ADULTs without discussion
14 and concurrence by ADMINISTRATOR. ADMINISTRATOR will discuss and concur prior
15 to any action to minimize issues that impede YOUNG ADULTs' ability to
16 participate in THP+ services.

17 3.2 CONTRACTOR shall ensure that YOUNG ADULTs receiving psychotropic
18 medications are not automatically excluded from services.

19 3.3 CONTRACTOR shall review COUNTY information prior to scheduling an
20 interview with the referred YOUNG ADULT.

21 3.4 CONTRACTOR shall contact YOUNG ADULT to schedule an initial face-
22 to-face interview within three (3) business days of receipt of referral from
23 ADMINISTRATOR. CONTRACTOR shall conduct the initial face-to-face interview
24 within fourteen (14) calendar days. If YOUNG ADULT is working full-time or
25 enrolled in an education or training program, CONTRACTOR shall provide an
26 interview time and place that does not interfere with the YOUNG ADULT's
27 employment, education, or training activity. If YOUNG ADULT misses ("no shows")
28 for three (3) consecutive scheduled Intake appointments, CONTRACTOR shall

1 discuss with ADMINISTRATOR the YOUNG ADULT's failure to participate in the
2 intake process for the Program.

3 ~~3.5 CONTRACTOR shall provide THP+ services to all YOUNG ADULTS~~
4 ~~referred. If CONTRACTOR decides to deny housing to a YOUNG ADULT, the denial~~
5 ~~notice shall be given in writing to SSA TPS Program Manager with specific~~
6 ~~details supporting the decision. CONTRACTOR shall review denial decisions if~~
7 ~~so requested by SSA TPS Program Manager.~~

8 4. COUNTY RESPONSIBILITIES

9 ADMINISTRATOR will:

10 4.1 ~~Pay for each YOUNG ADULT's housing at Tustin Family Campus until~~
11 ~~the termination of YOUNG ADULT's participation in the Transitional Residential~~
12 ~~Homes program.~~

13 4.2 ~~Assist in the maintenance of each YOUNG ADULT's constructive~~
14 ~~relationships with family members, and attempt to involve family members in~~
15 ~~future planning for each YOUNG ADULT.~~

16 4.3 ~~Inform CONTRACTOR of procedures to fund medical care.~~

17 4.4 Obtain, whenever possible, YOUNG ADULT's existing available
18 clothing and deliver it to CONTRACTOR within five (5) calendar days of YOUNG
19 ADULT entering the Transitional Residential Homes Program at the Tustin Family
20 Campus.

21 4.5 ~~Assist CONTRACTOR with a positive termination of YOUNG ADULT's~~
22 ~~participation in THP+.~~

23 4.6 Provide assistance with emergencies pursuant to guidelines or
24 policies established for the Transitional Residential Homes Program at the
25 Tustin Family Campus ~~Transitional Residential Homes Single Site component~~
26 ~~program.~~

27 4.7 ~~Provide guidelines/benchmarks and criteria to be used to determine~~
28 ~~YOUNG ADULT incentive.~~

1 5. PRINCIPLES

2 CONTRACTOR shall ensure that the delivery of services is based on the
3 following principles:

4 5.1 The provision of services shall be conducted in a manner responsive
5 sensitive to literacy, language, and socio-cultural issues that may impact
6 YOUNG ADULTs;

7 5.2 Barriers relating to mental health and/or substance abuse issues
8 shall be identified and YOUNG ADULTs shall be provided the appropriate
9 referral;

10 5.3 YOUNG ADULTs shall be actively referred to needed services and
11 follow-up shall occur to ensure that the referral was successful;

12 5.4 Opportunities shall be maximized to provide integrated, coordinated
13 and easily accessible resources for YOUNG ADULTs;

14 5.5 Services shall be family-friendly and family-centered;

15 5.6 Services shall be community-based and provide integrated services
16 that coordinate Federal, State and community funding opportunities;

17 5.7 YOUNG ADULTs' strengths shall be identified, utilizing motivational
18 and strength-based techniques; and

19 5.8 Services shall be outcome-driven and identify indicators that
20 accurately reflect progress towards goals and outcomes as stated in Paragraph
21 15 of this Exhibit A to this Agreement.

22 6. THP+ COUNTY CERTIFICATION

23 6.1 Throughout the term of this Agreement, CONTRACTOR shall demonstrate
24 the capacity for compliance with California Welfare and Institution Code (WIC)
25 Section 10652.2 in order to maintain THP+ COUNTY Certification.

26 7. SERVICES TO BE PROVIDED Combined with "Contractor Responsibilites"

27 CONTRACTOR shall:

28 7.1 Provide independent living support for up to twenty-four (24)

1 cumulative months, to YOUNG ADULTs to assist them in developing life skills to
2 successfully transition into adult life. The approach of the Transitional
3 Residential Homes Program shall be based on a campus model versus apartment
4 model.

5 7.2 Provide twenty-four (24) hours per day, seven (7) days per week
6 awake on-site supervision and crisis intervention services. Awake staff are
7 awake and on-duty, responsible for supervising YOUNG ADULTS, who may or may not
8 be sleeping.

9 7.3 Ensure YOUNG ADULT has executed a written Waiver and Release with
10 the Transitional Planning Services Program (TPSP) Liaison prior to entering
11 into the Transitional Residential Homes Program. In said Waiver and Release,
12 YOUNG ADULT shall acknowledge that they are voluntarily entering the Program
13 with the understanding that they will be waiving privacy and confidential
14 rights otherwise guaranteed under California law. This voluntary Waiver and
15 Release will enable reports to be provided to ADMINISTRATOR regarding YOUNG
16 ADULT's progress in the Program, will allow assessments of the Transitional
17 Residential Homes Program to be undertaken, and will allow some restrictions to
18 be placed upon visitation by family and friends, as set forth in this Exhibit
19 A. ~~Execute a contract and obtain appropriate authorizations with each YOUNG~~
20 ~~ADULT upon acceptance into the program, which includes the program's objectives~~
21 ~~and expectations of YOUNG ADULT's behavior, goals to be met, and conditions of~~
22 ~~termination.~~

23 7.4 Obtain all standard release forms as needed for collateral
24 contacts. ~~Perform Intake/Assessment to evaluate YOUNG ADULT through an informal~~
25 ~~process. The collected information shall be used to aid in proper resource~~
26 ~~referrals for YOUNG ADULT and provide data for SSA and/or Probation Department.~~

27 7.5 Develop a TILP with the input from YOUNG ADULT and the TPSP Liaison
28 upon acceptance into the Transitional Residential Homes Program. ~~Work with~~

1 ~~YOUNG ADULT immediately upon acceptance into the program on a TILP and THP+~~
2 ~~Plan. The THP+ Plan includes an accumulation of items and skills necessary for~~
3 ~~successful independent living (i.e., learning how to secure essential records~~
4 ~~such as ID, birth certificate, and social security card; and development of~~
5 ~~basic life skills, including hygiene, personal responsibility, interpersonal~~
6 ~~skills, communication skills, and development of appropriate coping and~~
7 ~~problem-solving strategies).~~ The TILP shall include, but not be limited to,
8 the following:

- 9 • Learning how to secure essential records such as ID, birth
10 certificate, and social security card;
- 11 • Development of basic life skills, including hygiene, personal
12 responsibility, interpersonal skills, communication skills;
- 13 • Development of appropriate coping and problem-solving
14 strategies;
- 15 • Address mental health needs;

16 7.6 ~~Develop a strength-based THP+ Plan with the YOUNG ADULT to build~~
17 ~~marketable skills and enhance the YOUNG ADULT's self-esteem in order to prepare~~
18 ~~them to enter the workforce. Special needs and barriers to employment shall be~~
19 ~~identified up-front, and appreciate service referrals shall be made.~~

20 • ~~The TILP plan shall include Contingency elements relating to the~~
21 ~~YOUNG ADULT having a planned or unplanned pregnancy while residing in the~~
22 ~~Transitional Residential Homes facility; and~~

23 • ~~Develop A detailed plan as part of the TILP with each YOUNG~~
24 ~~ADULT upon acceptance into the program, which addresses the behavioral~~
25 ~~challenges that YOUNG ADULTs might demonstrate (i.e., drug/alcohol use,~~
26 ~~maintain positive relationships, maintain a healthy life style, work a~~
27 ~~predetermined number of hours per week).~~

28 7.7 Provide YOUNG ADULT with CONTRACTOR's Participant-Provider contract

1 upon intake. The Participant-Provider contract shall include, but not be
2 limited to, the following:

- 3 • Description of the Program;
- 4 • YOUNG ADULT's rights and responsibilities;
- 5 • What the YOUNG ADULT can expect from their Case Manager; and
- 6 • Expectations of YOUNG ADULT.

7 CONTRACTOR shall address any questions or concerns from YOUNG ADULT
8 at this time. The Participant-Provider contract shall serve as the YOUNG
9 ADULT's agreement to complete their TILP goals and work on meeting all Program
10 expectations.

11 7.8 Participate in and support efforts to re-establish relationships
12 between YOUNG ADULT and his/her relatives, or non-relative extended family
13 members (NREFM), who may serve as mentors or support persons.

14 7.9 Collaborate with YOUNG ADULT to develop a plan to pursue college or
15 post-high school training to better prepare for his/her self-sufficiency, as
16 appropriate, and incorporate the plan into the TILP.

17 7.10 ~~Provide Support~~ YOUNG ADULTs in developing independent living
18 skills in order to meet the goals outlined in YOUNG ADULTs' TILP. ~~Provide~~
19 ~~independent living skills, in coordination with CFS in order to meet the goals~~
20 ~~outlined in YOUNG ADULT's TILP and THP+ Plan.~~

21 7.11 Provide the following case management services at a ratio of one
22 (1) Case Manager per seven (7) YOUNG ADULTs. The Case Manager shall meet daily
23 with each YOUNG ADULT to provide:

24 7.11.1 Twenty-four (24) hour supervision and crisis intervention
25 services.

26 7.11.2 Individual and group therapy either directly or through
27 referral to a community organization.

28 7.11.3 Ongoing educational advocacy and support, including

1 linkages to Foster Youth Services with the goals of each YOUNG ADULT obtaining
2 a High School diploma, General Educational Development (GED) certificate, or
3 High School Proficiency certificate prior to completing the Transitional
4 Residential Homes Program. ~~Provide ongoing support for YOUNG ADULTS to~~
5 ~~complete their high school diploma or GED. Encourage and assist YOUNG ADULTS~~
6 ~~who are high school graduates, in seeking higher education for the purpose of~~
7 ~~expanding their future employment opportunities.~~

8 7.11.4 ~~Help~~ Assistance to YOUNG ADULTs in developing the skills
9 necessary to establish and maintain positive, healthy, and meaningful
10 relationships.

11 7.11.5 Assistance to YOUNG ADULTs in maintaining a substance-free
12 lifestyle.

13 7.11.6 ~~Provide~~ Ongoing support for YOUNG ADULTs to develop and
14 sustain money management skills to facilitate self-sufficiency.

15 7.11.7 Assistance to YOUNG ADULTs to develop the life skills
16 necessary to secure and maintain permanent housing and employment.

17 7.11.8 A strength-based coaching, mentoring model and
18 motivational interviewing approach with YOUNG ADULTs, which has been identified
19 as an evidenced based best practice by the National Institutes of Health.

20 7.11.9 ~~Provide~~ Training components on interpersonal
21 relationships, parenting, sex education, personal safety and hygiene, health
22 issues, alcohol, drugs and tobacco, anger management, budget management,
23 banking, nutrition and cooking, shopping, substance abuse prevention, mental
24 health services, and other topics as they are identified.

25 7.11.10 Monitoring and documentation of YOUNG ADULT's attendance
26 and progress in accordance with Program Policies and Procedures, as set forth
27 in Paragraph 8 of this Exhibit A. This includes the use of attendance reports
28 and monitoring YOUNG ADULTs involved in education and training programs.

1 7.11.11 A record of YOUNG ADULT's participation efforts to the
2 TPSP Liaison on a flow basis and prepare standard quarterly reports for CDSS.

3 7.11.12 ~~Provide~~ Instructions to YOUNG ADULTs on conflict
4 resolution skills by presenting them with problem solving skills, principles of
5 conflict resolution, the basics of effective communication and listening,
6 critical and creative thinking, with an emphasis on personal responsibility and
7 self-discipline.

8 7.11.13 Job readiness training and support including linkages to
9 Workforce Investment Act partners, One-Stop Centers, mentor programs, and other
10 appropriate employment resources.

11 7.11.14 Identification of any barriers to employment and evaluate
12 the need for referrals to other service providers in the community.

13 7.11.15 Facilitation and/or participation in outreach activities
14 that may benefit YOUNG ADULT and his/her family.

15 7.11.16 Development and implementation within sixty (60) days of
16 the commencement of this Agreement, an incentive program/plan to motivate YOUNG
17 ADULTs in meeting the goals as specified in their TILP.

18 7.11.17 Coordination of a monthly Community Dinner, which serves
19 as a support group for YOUNG ADULTs. Guest speakers shall include, but not be
20 limited to, successful former foster youth, professors, and other inspirational
21 figures.

22 7.11.18 ~~Provide~~ Care coordination and advocacy for YOUNG ADULT,
23 including all medical and non-medical care, mental health care, referrals,
24 resources, and support (including personal care services, support networks,
25 coordination of information and care amongst staff). ~~and advocate for~~
26 ~~successful educational experiences for each YOUNG ADULT.~~

27 7.12 Provide a mentor to YOUNG ADULTs while participating in the
28 Transitional Residential Homes Program and for six (6) months after YOUNG ADULT

1 completes the Program. YOUNG ADULTs shall receive assistance and support for
2 interpersonal and social skills, and increase their awareness of resources
3 available to them in and around their community. Each mentor shall be
4 carefully screened through a criminal background check, child abuse index
5 check, Department of Motor Vehicles clearance, and two (2) references prior to
6 having any contact with YOUNG ADULT.

7 7.13 Incorporate CONTRACTOR's ILS program along with the COUNTY's
8 ~~contracted ILS Program into~~ Transitional Residential Homes Program.

9 7.14 Facilitate YOUNG ADULT's communication with the Family Self
10 Sufficiency (FSS) Division regarding available services and participate in
11 Multidisciplinary Team (MDT) meetings, ~~communicate with the TPS Senior Social~~
12 ~~Worker, develop a service plan, and provide ongoing prevention services. .~~

13 7.15 Attend all mandated trainings and meetings as requested by
14 ADMINISTRATOR.

15 7.16 Conduct a monthly case review conference with the TPSP Liaison
16 concerning the status of each YOUNG ADULT. ~~Utilize management reports or other~~
17 ~~tools designed to monitor and/or increase participation in THP+~~

18 7.17 Assist YOUNG ADULT when leaving the Program with locating and/or
19 maintaining affordable housing. ~~that costs no more than thirty (30) percent of~~
20 ~~the YOUNG ADULT's gross income.~~

21 7.18 Provide a secure, separate storage area for personal items for each
22 YOUNG ADULT.

23 7.19 CONTRACTOR shall provide YOUNG ADULT with the following after-care
24 support for up to two (2) years after leaving the Program:

25 7.19.1 Monthly support groups; and

26 7.19.2 Service referrals as needed.

27 ~~Provide after-care services, including support groups and referrals~~
28 ~~to community resources.~~

1 8. PROGRAM POLICIES AND PROCEDURES RULES & REGULATIONS

2 CONTRACTOR shall address and assist YOUNG ADULTs in achieving the
3 outcomes listed below the following Program categories:

4 8.1 Education model/plan:

5 Those YOUNG ADULTs in an education class or training program per
6 their TILP shall attend and show satisfactory progress in the education classes
7 or training program to facilitate a scheduled graduation/completion. as
8 described in their TILP and THP+ plan.

9 8.2 Employment model/plan:

10 8.2.1 CONTRACTOR shall provide YOUNG ADULTs with basic skills
11 training for employment (e.g. learning and consistently demonstrating
12 professional appearance and conduct), referrals to internships and other
13 demonstrable efforts within thirty (30) calendar days of entering the Program.

14 8.2.2 YOUNG ADULTs shall obtain employment within three (3) to
15 six (6) months of entering the Program. Job Search activities, shall include
16 but not be limited to, YOUNG ADULT waking early enough to get appropriately
17 clothed, groomed to job search, and prepare for the rituals of employment,
18 which shall be monitored daily by the Case Manager.

19 8.2.3 CONTRACTOR shall ensure that YOUNG ADULTs that are
20 attending school full-time shall also work from ten to twenty (10-20) hours per
21 week. YOUNG ADULTs attending school part-time shall work twenty-five to thirty
22 (25-30) hours per week.

23 8.2.4 CONTRACTOR shall ensure that YOUNG ADULTs that are not
24 attending school, work between thirty-five to forty (35-40) hours per week.

25 8.2.5 CONTRACTOR shall accompany and facilitate YOUNG ADULT's
26 linkage to the Workforce Investment Board (WIB) Act partners and One-Stop
27 Centers, or other employment programs, as directed by COUNTY, to provide
28 employment and training.

1 8.3 Personal Safety Issues:

2 8.3.1 Every YOUNG ADULT is required to attend all safety courses
3 provided by the Program.

4 8.3.2 YOUNG ADULTs must demonstrate respectful and responsible
5 behavior toward his/her roommate(s), other YOUNG ADULTs in the Program,
6 CONTRACTOR's staff, and members of the community in which he/she resides.

7 8.4 Weapons:

8 8.4.1 No weapons of any kind (guns, knives, etc.) are allowed to
9 be on the TFC premises or in the Transitional Residential Homes or in the
10 possession of any YOUNG ADULT.

11 8.4.2 Failure to comply with this rule shall lead to immediate
12 termination from the Program.

13 8.5 Visitors:

14 8.5.1 Visitation hours shall be hours allowed by the TFC facility
15 and visitors must abide by those visitation hours.

16 8.5.2 YOUNG ADULT shall be held accountable for any problems
17 and/or damage caused by his or her visitors. CONTRACTOR shall monitor the
18 behavior of the visitor, and the visitor shall be asked to leave if he/she acts
19 inappropriately.

20 8.5.3 Visitors in possession of or under the influence of drugs
21 and/or alcohol are not allowed into the TFC facility. It is the responsibility
22 of YOUNG ADULT to make that determination and respond appropriately.

23 ~~8.5.4 All visitors must abide by visitation hours as defined in~~
24 ~~Subparagraph 8.5.1 above.~~

25 8.5.5 Any problems concerning a visitor should be reported
26 immediately to the Case Manager or Program Supervisor.

27 8.5.6 Runaways/Absence without leave (AWOLS) are not allowed into
28 the Transitional Residential Homes at any time. Allowing a runaway into a

1 Transitional Residential Home may result in YOUNG ADULT's immediate termination
2 from the Program.

3 8.6 Emergencies both on and off the Campus:

4 8.6.1 An emergency is anything requiring immediate attention or
5 assistance from resources such as police, fire, ambulance, SSA and Probation
6 Department.

7 8.6.2 All YOUNG ADULTs shall be encouraged to attend First Aid
8 and CPR courses, as well as other noted safety courses. All emergencies must be
9 reported as soon as possible to the Case Manager or Program Supervisor who
10 shall notify the TPSP Liaison or DPO, as appropriate.

11 8.6.3 Each YOUNG ADULT shall be required to find and post
12 emergency telephone numbers for police, fire, ambulance, and SSA or Probation
13 Department. These, along with the Case Manager's phone number and emergency
14 pager number, shall be posted next to the phone in the Transitional Residential
15 Homes.

16 8.6.4 The ~~TPS Senior Social Worker or PO~~ TPSP Liaison and the TPSP
17 Program Manager or designee must be notified verbally within twenty-four (24)
18 hours of the emergency. CONTRACTOR's verbal report shall be followed by the
19 submission of a written Special Incident Report (SIR) within two (2) calendar
20 days of the incident to the TPSP Liaison ~~or PO~~.

21 8.7 Health and dental care model/plan ~~Medical Problems:~~

22 8.7.1 Upon entry to the Program, YOUNG ADULTs and the Case
23 Manager and/or TPSP Liaison or DPO shall clarify the appropriate resources to
24 be used in the event of a medical problem or medical emergency, as well as
25 routine medical checkups and preventative care as set forth in Paragraph 18 of
26 this Exhibit A.

27 8.7.2 In case of medical emergency, YOUNG ADULTs shall notify
28 CONTRACTOR as soon as possible.

1 8.8 Lending or Borrowing Money:

2 8.8.1 YOUNG ADULTs are strongly discouraged from lending or
3 borrowing money.

4 8.8.2 Neither CONTRACTOR nor the TPSP Liaison shall assume
5 responsibility for replacement or return of funds that YOUNG ADULTs lend or
6 borrow. ~~TPS cannot assume responsibility for replacement or return of funds~~
7 ~~that YOUNG ADULTS lend or borrow.~~

8 8.8.3 It is the responsibility of each YOUNG ADULT to pay all of
9 his/her debts in a timely manner.

10 8.9 Budgeting and Payment of Bills:

11 8.9.1 CONTRACTOR shall assist YOUNG ADULT with establishing and
12 maintaining a monthly budget and a system of payment of bills for items such as
13 utilities, telephone, rent and other bills.

14 8.9.2 CONTRACTOR shall monitor YOUNG ADULT on a weekly basis in
15 order to educate YOUNG ADULT on how to live on a fixed income and support the
16 YOUNG ADULT with establishing and maintaining the knowledge, skills, and
17 discipline necessary to do such on an ongoing basis.

18 8.9.3 Each YOUNG ADULT shall be accountable for his/her budget
19 and payment of bills as necessary.

20 8.10 Savings:

21 8.10.1 YOUNG ADULTs shall be required to put thirty percent (30%)
22 of their income in their savings account to use after completion of
23 Transitional Residential Homes Services Program at TFC.

24 8.10.2 YOUNG ADULTs shall establish accountability by turning in
25 copies of deposit slips, pay stubs, and bank statements to CONTRACTOR.

26 8.11 Pregnancy:

27 8.11.1 A pregnant YOUNG ADULT may continue her involvement in the
28 Program as long as appropriate progress is maintained toward education and

1 employment goals and no medical conditions/restrictions develop as determined
2 by a physician that would preclude her from safe independent living.

3 8.11.2 Upon determining the existence of a pregnancy, the pregnant
4 YOUNG ADULT must make arrangements to leave the Transitional Residential Home
5 at TFC prior to delivery of the child. The pregnant YOUNG ADULT may transfer to
6 another THP+ facility that allows for parenting youth, contingent on the YOUNG
7 ADULT remaining eligible for THP+ services.

8 8.11.3 If the father of the child referenced in Subparagraph
9 8.11.2 above, is also a YOUNG ADULT in the Transitional Residential Home
10 Program at TFC, he will be required to leave the Program in order to remain
11 engaged with his parenting responsibilities.

12 8.11.4 A male YOUNG ADULT in the Transitional Residential Program
13 at TFC who impregnates a female who is not in the Program may be asked to
14 leave, depending on his relationship with the female (i.e., planning to live
15 together or apart) and ability to focus and achieve the Program expectations
16 once he engages in parenting responsibilities.

17 8.12 Residence Care Management and Cleanliness:

18 8.12.1 Each YOUNG ADULT shall be responsible for keeping the
19 residence clean on a daily basis and do his/her own laundry.

20 8.12.2 Each bedroom within the Transitional Residential Homes is
21 subject to weekly unannounced inspection by CONTRACTOR. Each bedroom shall be
22 evaluated on cleanliness, tidiness, compliance with visitor regulations, and
23 any other aspect as related to the regulations of the Program. Special
24 incentives may be given for the cleanest bedroom at the end of each month.

25 8.12.3 Methods to keep the bedroom and common living area clean
26 and safe include, but are not limited to:

27 8.12.3.1 Dusting.

28 8.12.3.2 Vacuuming.

8.12.3.3 Cleaning dishes.

8.12.3.4 Making the bed.

8.12.3.5 Respecting others in terms of material displayed in the Transitional Residential Homes.

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

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

8.13 Furnishings:

8.13.1 Prior to YOUNG ADULT moving into the Transitional Residential Homes, the Case Manager shall make sure the appropriate furniture, bedding and household items are in order.

8.14 Property:

8.14.1 Deliberate destruction of property, which includes physical damage to the Transitional Residential Homes, shall not be tolerated, including marking on walls and intentional damage to another person's belongings, etc.

8.14.2 A YOUNG ADULT deliberately damaging property will be subject to termination from the Program. YOUNG ADULT shall be required to pay for damages.

8.15 Alcohol and Other Drugs:

8.15.1 No drugs or alcohol is permitted on the TFC premises or in the Transitional Residential Homes.

8.15.2 Any YOUNG ADULT caught possessing drugs or alcohol (on their person, in their belongings or in their bedroom) is subject to termination from the Program at the discretion of the TPSP Liaison. This includes a guest bringing the drugs or alcohol into the Transitional Residential Homes. Each case shall be individually assessed. YOUNG ADULT caught taking drugs or alcohol may be subject to a Program violation or

1 discharge from the Program. The policy may be implemented at the discretion of
2 the TPS Program Manager and SSA.

3 8.15.3 YOUNG ADULTs may not smoke within twenty (20) feet from an
4 exterior door of the TFC premises and Transitional Residential Homes.

5 8.15.4 CONTRACTOR shall consult with ADMINISTRATOR on a case-by-
6 case basis to determine if an offense requires another approach or an
7 acceleration of the consequences.

8 8.16 Decorating:

9 8.16.1 YOUNG ADULT is required to obtain the permission of the
10 Case Manager before decorating their room.

11 8.16.2 All décor must be appropriate and must not contain, for
12 example, obscenities, vulgar content, and/or gang-related material.

13 8.17 Noise Level:

14 8.17.1 Each YOUNG ADULT shall keep noise level from television or
15 radio equipment and electronic media (to include computers, iPods, etc.) at a
16 reasonable level.

17 8.18 Dating:

18 8.18.1 YOUNG ADULT will be responsible for issues involving
19 his/her own dating.

20 8.18.2 YOUNG ADULT will be educated in characteristics of healthy
21 relationships.

22 8.19 Vehicles:

23 8.19.1 Each YOUNG ADULT must have a valid driver's license, proof
24 of insurance, and maintain insurance in order to drive a vehicle. YOUNG ADULT
25 shall not violate any conditions of probation related to operating a motor
26 vehicle.

27 8.19.2 Failure to follow these vehicle rules shall be grounds for
28 termination from the Program.

1 8.20 Use of Utilities & Telephone:

2 8.20.1 All Transitional Residential Homes will contain a
3 telephone, which can be restricted to local phone calls, and be supplied with
4 utilities, including water, electricity, and heating.

5 8.20.2 CONTRACTOR shall orient YOUNG ADULTs to proper usage and
6 functioning of these systems, including how to turn off water, gas, and
7 electricity in case of an emergency.

8 8.20.3 CONTRACTOR shall ensure that YOUNG ADULTs do not use these
9 resources in excess, as doing so may present a safety risk (e.g., leaving water
10 running and flooding the residence).

11 8.21 Discipline Policies (Moved from below.)

12 Behavioral consequences for YOUNG ADULTs experiencing discipline problems
13 may include, but are not limited to:

14 8.21.1 Visitor restrictions.

15 8.21.2 More frequent meetings with CONTRACTOR staff or TPSP
16 Liaison to develop an intervention plan.

17 8.21.3 ADMINISTRATOR shall determine appropriate disciplinary
18 action when behavioral consequences beyond standard interventions are required.

19 8.21.4 Termination from the Transitional Residential Homes Program
20 at TFC.

21 8.22 Termination Policies

22 YOUNG ADULTs shall be subject to CONTRACTOR's termination policies
23 as set forth in this Agreement and may be terminated from the Program for the
24 following reasons:

25 8.22.1 Failure to follow the Program rules or agreements.

26 8.22.2 Involvement in illegal activities (e.g., use of alcohol,
27 drugs, theft, assault, etc.).

28 8.22.3 Destruction of property.

- 1 8.22.4 Participation in high risk or unsafe behavior.
- 2 8.22.5 Continual misuse of allowance or personal money without
- 3 signs of growth.
- 4 8.22.6 Violation of visitation policy.
- 5 8.22.7 Making threats of any nature to staff or other YOUNG ADULTs
- 6 in the Program.
- 7 8.22.8 AWOL from the Transitional Residential Homes.
- 8 8.22.9 Committing arson.
- 9 8.22.10 Administrative termination where YOUNG ADULT's services are
- 10 suspended due to administrative action (i.e. court decision, etc.).
- 11 8.22.11 Lack of progress towards meeting TILP goals, with the
- 12 concurrence of the TPSP Liaison. The decision of the TPSP Liaison regarding
- 13 termination of YOUNG ADULT from the Program shall be binding on CONTRACTOR.
- 14 8.22.12 The above list is not all-inclusive. YOUNG ADULT may be
- 15 terminated immediately from the Program for any behavior or misconduct that
- 16 jeopardizes the Program and/or anyone's personal safety or success in the
- 17 Program, including his or her own.

18 9. CONTRACTOR RESPONSIBILITIES Was previously Subparagraph 5.11

19 CONTRACTOR shall provide the following basic needs requirements:

20 9.1 Housing Allocation:

21 9.1.1 On a monthly basis, CONTRACTOR shall allocate funds to

22 provide YOUNG ADULT with housing, to include rent and utilities, transportation,

23 purchase of food, cleaning supplies, clothing, telephone and other necessities

24 as set forth in Paragraph 17, Budget, of this Exhibit A.

25 9.2 Personal Needs:

26 9.2.1 CONTRACTOR shall provide groceries for meals and snacks

27 that YOUNG ADULT can prepare. Grocery shopping shall include participation by

28 YOUNG ADULTs.

1 9.2.2 CONTRACTOR shall furnish personal care items, including but
2 not limited to toothpaste, toothbrush, soap, hair care items and hygienic
3 supplies. Personal items shall be the property of each YOUNG ADULT and shall be
4 retained by YOUNG ADULT upon ~~ending participation~~ exiting the Program.

5 9.2.3 CONTRACTOR shall furnish sufficient number of clean fresh
6 towels, mattress pads, pillows, sheets and blankets to ensure cleanliness and
7 warmth.

8 9.2.4 All YOUNG ADULTs shall take their clothing with them when
9 ~~participation ends~~ exiting the Transitional Residential Homes Program at TFC.
10 If this is not possible, all clothing shall immediately be stored separately and
11 securely for each individual YOUNG ADULT by CONTRACTOR for a period of thirty
12 (30) days.

13 9.3 Safeguards for Cash Resources, Personal Property and
14 Valuables:

15 9.3.1 In accordance with CCR Section 80026, Division 6, Title 22,
16 CONTRACTOR shall assist each YOUNG ADULT in keeping cash resources, personal
17 property and valuables separate and intact. CONTRACTOR shall maintain accurate
18 records of such resources.

19 9.3.2 In the event that YOUNG ADULT is employed, CONTRACTOR shall
20 assist YOUNG ADULT in setting up an interest bearing Federal Deposit Insurance
21 Corporation (FDIC) or Federal Savings and Loan Insurance Corporation (FSLIC)
22 savings account to the satisfaction of YOUNG ADULT.

23 9.3.3 CONTRACTOR shall provide a stipend of a minimum of fifty
24 dollars (\$50) per month to each YOUNG ADULT for food and other necessities.

25 9.3.4 In the event that CONTRACTOR requires YOUNG ADULT to pay a
26 portion of the rent, CONTRACTOR shall deposit YOUNG ADULT's contribution into
27 the savings account ~~to the satisfaction of YOUNG ADULT~~ as referenced in
28 Subparagraph 9.3.2 above. YOUNG ADULT's portion of the rent shall not exceed

thirty (30) percent of YOUNG ADULT's income.

9.3.5 YOUNG ADULT's funds shall not be commingled with CONTRACTOR's funds or petty cash and shall be released in full to YOUNG ADULT upon exiting the Transitional Residential Homes Program.

10. BEHAVIORAL HEALTH SERVICES

Mental health and substance abuse services are available through the County of Orange Health Care Agency (HCA). Services to be provided by HCA include:

10.1 Evaluation to identify the level of YOUNG ADULT's mental health needs and the appropriate level of treatment and rehabilitation.

10.2 Case Management of mental health or substance abuse services.

10.3 Treatment and rehabilitation services with a focus on counseling to overcome the barriers to obtaining and retaining employment in coordination with the YOUNG ADULT's TILP.

11. REPORTING REQUIREMENTS

11.1 Intake Summary:

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

11.1.2 The Intake Summary will be completed within thirty (30) days of YOUNG ADULT's start in the THP+ Program at the Tustin Family Campus.

11.2 Needs and Service Plan:

1 11.2.1 CONTRACTOR shall develop a Needs and Service Plan in
2 partnership with all YOUNG ADULT's treatment providers, including the TPSP
3 Liaison, Deputy Probation Officer (DPO) or Parole Agent.

4 11.2.2 The Needs and Service Plan for each YOUNG ADULT shall
5 identify YOUNG ADULT's service requirements and services required to address
6 the requirements.

7 11.2.3 The Needs and Service Plan shall be completed within thirty
8 (30) days of YOUNG ADULT's start in the Transitional Residential Homes Program
9 at TFC.

10 11.3 Monthly Evaluation:

11 CONTRACTOR shall submit monthly written evaluations on each YOUNG
12 ADULT to the TPSP Liaison, ADMINISTRATOR, DPO, or Parole Agent on a monthly
13 basis, to be submitted within seven (7) calendar days following the monthly
14 reporting period. The reports will be submitted in the format approved by
15 ADMINISTRATOR. Evaluations shall include, but not be limited to:

16 11.3.1 Progress of the seven (7) focus areas addressed in
17 Subparagraph 14.2 of Exhibit A of this Agreement.

18 11.3.2 Progress toward accomplishing long-range goal(s), short-
19 term objectives, and tasks.

20 11.3.3 Identification of YOUNG ADULT's unmet needs, assessment of
21 unmet needs and efforts made to meet these needs.

22 11.3.4 Reassessment of YOUNG ADULT's adjustment to the THP+
23 Program.

24 11.3.5 Current status of YOUNG ADULT's physical and psychological
25 health. A report of medical care received and medication given.

26 11.3.6 Modification of YOUNG ADULTS's TILP, as necessary.

27 11.3.7 A record of any serious behavioral problems and how these
28 problems were/are being treated, as well as YOUNG ADULT's response(s).

1 11.3.8 A record of conferences and visits, the contacts with
2 relatives and friends, and any significant others as it relates to permanency
3 connections.

4 11.3.9 CONTRACTOR shall also make available to YOUNG ADULT's TPSP
5 Liaison, copies of any pertinent information such as school reports, medical
6 reports and psychological/psychiatric reports as completed.

7 11.4 Quarterly Performance Report:

8 CONTRACTOR shall provide a quarterly report of YOUNG ADULT's
9 performance relative to his/her goals and outcomes identified in Paragraph 14
10 below. The quarterly report shall be submitted to the TPSP Liaison in a format
11 approved by SSA.

12 11.5 Termination Summary:

13 ~~CONTRACTOR shall deliver to TPS Program Manager or designee, within~~
14 ~~thirty (30) days of termination of YOUNG ADULT's participation in THP+, a~~
15 ~~termination summary of the records relating to treatment of YOUNG ADULT.~~
16 CONTRACTOR shall include a closing summary of all issues regularly reported in
17 the monthly evaluation and the quarterly performance report, including records
18 relating to treatment of YOUNG ADULT, any monies (i.e., savings) owed to YOUNG
19 ADULT, and an inventory of YOUNG ADULT's personal belongings and clothing. The
20 YOUNG ADULT shall sign the Termination Summary in agreement for the
21 identification of personal belongings and clothing taken from the facility.

22 11.6 Serious Illness, Accident/Injury, Hospitalization or Death:

23 11.6.1 CONTRACTOR shall immediately notify ~~YOUNG ADULT's TPS~~
24 ~~Senior Social Worker or PO, and the TPS Program Manager or designee~~
25 ~~ADMINISTRATOR~~ by telephone (voicemail is not acceptable) upon becoming aware of
26 any serious illness, accident/injury, hospitalization or death of any YOUNG
27 ADULT in CONTRACTOR's care. ~~In the event CONTRACTOR is unable to reach the~~
28 ~~above listed parties, CONTRACTOR shall call 9-1-1.~~ This verbal report shall be

1 followed by a written Special Incident Report form within twenty-four (24)
2 hours after such serious illness, accident/injury, hospitalization or death.

3 11.6.2 The verbal and written report shall include, but not be
4 limited to:

5 11.6.2.1 The name of YOUNG ADULT and date of birth;

6 11.6.2.2 The date, time, and location of serious illness,
7 accident/injury, hospitalization or death;

8 11.6.2.3 The program under which YOUNG ADULT was receiving
9 treatment; and

10 11.6.2.4 The name or names of each person involved (first
11 and last name) with knowledge of the event and their role-relationship to
12 client/family; and summary of the circumstances thereof.

13 ~~11.6.2.5 The name or names of CONTRACTOR's officers,~~
14 ~~employees, agents, subcontractors or volunteer staff with knowledge of the~~
15 ~~event.~~

16 11.6.3 CONTRACTOR shall comply with the "Special Incident
17 Reporting Guidelines for Residential Facilities" developed by ADMINISTRATOR and
18 the Probation Department, and incorporated herein by reference, as it currently
19 exists or may hereafter be amended.

20 11.7 Absence:

21 ~~11.7.1~~ An authorized absence of twenty-four (24) hours or more is
22 one upon which YOUNG ADULT's TPSP Liaison, DPO, or Parole Agent and CONTRACTOR
23 have mutually agreed. ~~An authorized absence is one to which the TPS Senior~~
24 ~~Social Worker or PO, and CONTRACTOR have mutually agreed.~~

25 11.7.2 In the case of any other absence, CONTRACTOR shall
26 immediately telephone the TPSP Liaison, DPO or Parole Agent. The TPSP Liaison,
27 DPO or Parole Agent will receive written notification from CONTRACTOR within
28 twenty-four (24) hours thereafter. ~~If YOUNG ADULT is aware that he/she will be~~

1 ~~expected to be away from the TFC overnight, YOUNG ADULT will be required to~~
2 ~~report to CONTRACTOR in advance of the absence.~~

3 11.7.3 If YOUNG ADULT returns voluntarily, CONTRACTOR shall
4 immediately notify the TPSP Liaison, DPO or Parole Agent.

5 11.7.4 CONTRACTOR shall provide an evaluation for YOUNG ADULT
6 emphasizing the significance of their absence following YOUNG ADULT's return.
7 All discussion resulting from the evaluation will be documented in the YOUNG
8 ADULT's record.

9 11.7.5 CONTRACTOR shall maintain records of authorized and
10 unauthorized absences in YOUNG ADULT's record.

11 11.7.6 CONTRACTOR shall immediately notify ADMINISTRATOR once
12 YOUNG ADULT has been out of the Transitional Residential Homes for more than
13 twenty-four (24) hours.

14 11.8 Special Incidents:

15 11.8.1 CONTRACTOR shall immediately telephone TPSP Liaison and the
16 TPSP Program Manager or designee, if any of the following occurs:

17 11.8.1.1 Any behavior or activities by any YOUNG ADULT
18 which substantially disrupts activities within the Transitional Residential
19 Homes and/or TFC facility and jeopardizes the status, safety, and health of
20 YOUNG ADULTs placed by COUNTY;

21 11.8.1.2 Any behavior or activities by staff while on duty
22 which substantially disrupts activities within the Transitional Residential
23 Homes and jeopardizes the status, safety or health of YOUNG ADULT referred by
24 COUNTY;

25 11.8.1.3 Any other behavior or activity by YOUNG ADULT
26 or staff not listed above, which is required to be reported to COUNTY.

27 11.8.1.4 This verbal report shall be followed by the
28 submission of a Special Incident Report as described in Subparagraph 13.8

1 above, via facsimile, to the TPSP Liaison, and within two (2) calendar days of
2 the incident, via the SIR Fax line at (714) 940-3961 [Children and Family
3 Services (CFS)] and (714) 935-7725 (Probation Department).

4 ~~11.8.1.5 CONTRACTOR shall comply with the "Special~~
5 ~~Incident Reporting Guidelines for Residential Facilities" developed by SSA and~~
6 ~~the Probation Department, and incorporated herein by reference, as it currently~~
7 ~~exists or may hereafter be amended.~~

8 11.9 Resident Population:

9 11.9.1 CONTRACTOR shall report statistical data regarding its
10 resident population to ADMINISTRATOR as requested by ADMINISTRATOR.

11 11.9.2 CONTRACTOR shall provide information deemed necessary by
12 ADMINISTRATOR to complete any State-required reports related to the services
13 provided under this Agreement.

14 11.9.3 CONTRACTOR shall maintain records and submit reports
15 containing such data and information regarding the performance of CONTRACTOR's
16 services, costs or other data relating to this Agreement as may be requested by
17 ADMINISTRATOR, upon a form approved by ADMINISTRATOR.

18 12. ASSESSMENT/OUTCOME AND EVALUATION

19 12.1 Upon acceptance into THP+, each YOUNG ADULT shall be evaluated
20 using an assessment tool as prescribed by the TPSP Liaison.

21 12.2 CONTRACTOR shall track and evaluate YOUNG ADULT's progress on a
22 monthly basis measuring the following seven (7) key focus areas as outcomes to
23 determine individual Program effectiveness using the Efforts to Outcomes (ETO)
24 database. ADMINISTRATOR will provide CONTRACTOR personnel with initial
25 training in the use of the ETO as necessary to comply with the requirements of
26 this Agreement.

27 12.2.1 K-12 Education

28 12.2.2 Post Secondary Education and Training

12.2.3 Housing

12.2.4 Employment and Career Development

12.2.5 Financial Literacy and Competency

12.2.6 Personal/Social Asset Development, and

12.2.7 Young Adult and Family Permanence

12.3 ~~CONTRACTOR shall provide YOUNG ADULT with after care support for up to two (2) years after leaving the program. CONTRACTOR shall provide the following services to YOUNG ADULT:~~

~~12.3.1 Monthly support group~~

~~12.3.2 Service referrals as needed~~ Paragraph moved.

12.4 CONTRACTOR shall track and evaluate the success of YOUNG ADULTs every six (6) months for two (2) years using the Ansell-Casey Life Skills Assessments or the Child Welfare League Positive Youth Development evaluation by asking YOUNG ADULTs to answer questions regarding the seven (7) key focus listed in Subparagraph 12.2 above.

12.5 CONTRACTOR shall offer incentives to YOUNG ADULTs to participate in the post-evaluation. Incentives shall be mutually determined by CONTRACTOR and ADMINISTRATOR or Probation Department.

13. OUTCOME OBJECTIVES

13.1 The goal of the Transitional Residential Homes Program is to assist YOUNG ADULTs in developing skills, setting goals, and achieving outcomes that will enable them in becoming self-sufficient adults; and to assist YOUNG ADULTs in obtaining housing that will integrate them into the community.

13.2 CONTRACTOR shall meet the following outcomes during the term of this Agreement:

13.2.1 Eighty percent (80%) of YOUNG ADULTs will attend vocational assessment and job readiness training. ~~Eighty-five (85) percent of YOUNG ADULTS will be fully engaged in all the TILP and THP+ Plan Activities by month three~~

1 ~~(3) of receiving THP+ services.~~

2 13.2.2 Eighty percent (80%) of YOUNG ADULTs will attain the
3 educational goal outlined in their TILP plan as established upon entering the
4 Program. ~~Fifty (50) percent of YOUNG ADULTS will successfully complete their~~
5 ~~educational goals.~~

6 ~~13.2.3~~ Fifty percent (50%) of YOUNG ADULTs will obtain and retain
7 employment for a minimum of thirty (30) days. ~~Seventy (70) percent of YOUNG~~
8 ~~ADULTS will retain employment.~~

9 13.3 ~~Thirty five (35) percent of YOUNG ADULTS employed shall have a~~
10 ~~starting wage up to thirty five (35) percent above the California minimum wage;~~
11 ~~and~~

12 13.3.1 Eighty percent (80%) of YOUNG ADULTs will establish a
13 permanent personal connection (i.e., family, non-related friend, mentor).

14 13.3.2 Eighty-five percent (85%) of YOUNG ADULTs will have
15 developed and put into a savings account thirty percent (30%) of their income
16 on an ongoing basis.

17 13.4 ADMINISTRATOR may, in its sole discretion, require changes to the
18 goals stated in Subparagraph 13.1 above, in accordance with any changes in law
19 and/or State policy or regulation.

20 14. CASE RECORDS

21 14.1 CONTRACTOR shall maintain a physical case record (hard copies).
22 The content of the physical case records must be in a format approved by
23 ADMINISTRATOR. The physical case record shall contain any documentation not
24 included in the ~~electronic case record~~ ETO internet-based information system.

25 14.2 Information in case records shall be treated as confidential and
26 released only to ADMINISTRATOR as required, or to others upon approval of
27 ADMINISTRATOR.

28 14.3 Items in the physical case records may include, but are not

1 limited to, the following:

2 14.3.1 The TILP and ~~THP~~ Plan and amendments.

3 14.3.2 Placement agreement.

4 14.3.3 Intake Summary.

5 14.3.4 Needs and Services Plan.

6 14.3.5 Social history report.

7 14.3.6 Documentation of all services provided, including contacts
8 with and on behalf of YOUNG ADULT and general observations.

9 14.3.7 Documentation of community organizations working with YOUNG
10 ADULT.

11 14.3.8 Child care arrangements/documentation.

12 14.3.9 Documentation/justification for supportive services.

13 14.3.10 Documentation of hours of participation.

14 14.3.11 Documentation regarding any cooperation issues and cause
15 determinations.

16 14.3.12 Attendance and progress reports.

17 14.3.13 Family connections.

18 14.3.14 Employment information and employment retention tracking.

19 14.3.15 Documentation of changes in earnings.

20 14.3.16 Standard release forms as needed for collateral contacts.

21 14.3.17 Documentation of language needs and how they were resolved,
22 as applicable.

23 14.3.18 Copies of rights and responsibilities, and other forms and
24 documents required in Program procedures.

25 14.3.19 Medical verifications, as applicable.

26 14.3.20 Monthly Evaluations.

27 14.3.21 Quarterly performance report.

28 14.3.22 YOUNG ADULT's financial information, including revenues and

1 disbursements for clothing and material provided by COUNTY and signed for by
2 YOUNG ADULT; wages and other incomes; and allowances received by and signed for
3 by YOUNG ADULT.

4 14.3.23 Diagnostic studies.

5 14.3.24 Report of interviews with YOUNG ADULT.

6 14.3.25 Progress notes, school performance and employment
7 attainment and progress

8 14.3.26 Special Incident Reports (SIR).

9 14.3.27 Clinical notes on services provided by treatment
10 professionals.

11 14.3.28 Medical/dental records of visits/treatment.

12 14.4 Upon termination of YOUNG ADULT's participation, CONTRACTOR shall
13 return all original records furnished by COUNTY to TPSP Liaison or DPO, upon
14 request, within thirty (30) days after YOUNG ADULT's termination.

15 15. REMOVAL OF YOUNG ADULT Moved to Exhibit from boilerplate

16 15.1 Notwithstanding any other provision of this Agreement, COUNTY may,
17 in its sole discretion, require the removal, with or without stating cause, of
18 any YOUNG ADULT participating in the Transitional Residential Homes Program at
19 any time.

20 15.2 Except in an emergency as defined in Subparagraph 8.6 of Exhibit A
21 of this Agreement, no YOUNG ADULT shall be removed from the Transitional
22 Residential Homes without prior authorization from YOUNG ADULT's TPSP Liaison.

23 16. CASE NARRATIVES

24 CONTRACTOR shall accurately maintain and update the case narrative in a
25 timely fashion whenever there is contact with YOUNG ADULT. All entries by
26 CONTRACTOR are to be signed, dated, legible, and in a format approved by
27 ADMINISTRATOR. Case narratives shall include, but are not limited to, the
28 following:

1 16.1 Date referral is received, assessment of service needs, actions
2 taken, and status of referrals;

3 16.2 Overall plan for YOUNG ADULT, outcomes, and follow-up dates
4 arranged during contact;

5 16.3 Weekly participation hours;

6 16.4 Complete and accurate descriptions of the case activity;

7 16.5 Issues related to YOUNG ADULT's progress toward the established
8 TILP; and

9 16.6 The closing narrative shall include date and reason for the
10 termination, incomplete actions and reasons, actions to be taken upon
11 termination.

12 17. BUDGET

13 17.1 The budget for services provided pursuant to this Agreement is set
14 forth as follows:

15 LINE ITEMS

16 Administrative Cost ⁽¹⁾	\$2,320.00
17 Service Costs ⁽²⁾	\$ 728.00
18 Housing Expenses ⁽³⁾	\$ 600.00
19 Monthly Allowance for Household Items ⁽⁴⁾	\$ 50.00
Maximum Monthly Obligation per Young Adult	\$3,698.00

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

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

23 ⁽³⁾ Housing Expenses to include rent and utilities.

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

25 CONTRACTOR shall have the flexibility to allocate funds for
26 Administrative Cost, Service Costs, Housing Expenses and Monthly Allowance for
27 Household Items based on the needs of YOUNG ADULT.

28 ///

18. MEDICAL COSTS Moved from boilerplate.

18.1 It is anticipated that any medical costs for YOUNG ADULTs, under twenty-one (21) years of age, referred by COUNTY under this Agreement shall be paid by the State Medi-Cal program during such periods as YOUNG ADULT is eligible for health care services under that program.

18.2 If YOUNG ADULT, under the age of twenty-one (21), is ineligible for Medi-Cal services, CONTRACTOR shall notify the TPSP Liaison or DPO and specify the medical treatment needed and approximate cost.

18.3 CONTRACTOR shall coordinate each YOUNG ADULT's Medi-Cal eligibility. In absence of Medi-Cal, CONTRACTOR shall coordinate with community resources for alternate free treatment (i.e., Medical Services for the Indigent (MSI) or free clinics).

19. MEETINGS

CONTRACTOR shall attend the following meetings scheduled by ADMINISTRATOR:

~~Utilization Reviews: See Paragraph 27 of Exhibit A of this Agreement. CONTRACTOR and ADMINISTRATOR shall meet at the TFC at ADMINISTRATOR's request to review and evaluate a random selection of YOUNG ADULTS' case records. The review shall include, but will not be limited to, an evaluation of the completeness and appropriateness of services provided and documentation and recordkeeping of service delivery. YOUNG ADULTS' cases to be reviewed shall be selected by ADMINISTRATOR.~~

~~CONTRACTOR shall have current, up-to-date summaries and documents available in the case files at the scheduled time of each Utilization Review.~~

~~In the event CONTRACTOR and ADMINISTRATOR are unable to resolve differences of opinion regarding the appropriateness of services provided, the dispute shall be submitted to CFS Director for final resolution.~~

19.1 Case Review Conferences:

1 19.1.1 ~~Except in the months of scheduled Utilization Reviews~~
2 ~~described in Paragraph 17.1 of this Exhibit A,~~ CONTRACTOR shall conduct a
3 monthly Case Review Conference to present and review the progress of
4 participating YOUNG ADULTs and services provided to YOUNG ADULTs with
5 CONTRACTOR's direct service staff, TPSP Liaison and supervisors and/or
6 ADMINISTRATOR. Topics to be discussed may include but are not limited to,
7 YOUNG ADULTs' dynamics, case challenges, successful strategies for service
8 delivery, resources utilized, and outcomes.

9 19.1.2 CONTRACTOR agrees that all CONTRACTOR's direct staff shall
10 attend these meetings. ADMINISTRATOR may attend CONTRACTOR's Case Review
11 Conference meetings on a quarterly basis, with CONTRACTOR's staff, to provide
12 consultation and assistance in monitoring and determining the focus of the
13 programmatic services provided under this Agreement.

14 19.2 CONTRACTOR shall attend initial training conducted by COUNTY staff
15 with respect to CFS regulations and COUNTY policies and procedures. CONTRACTOR
16 shall be required to attend any additional training(s) that COUNTY determines
17 to be mandatory. CONTRACTOR shall conduct subsequent training(s) for its
18 staff.

19 19.3 CONTRACTOR shall jointly host regular coordination meetings with
20 the COUNTY and CONTRACTOR's staff to coordinate procedures, review Program
21 operations, and solve problems.

22 20. FACILITIES

23 20.1 CONTRACTOR shall provide transitional residential services to up to
24 fourteen (14) YOUNG ADULTs per month placed in the Transitional Residential
25 Homes and accommodations for staff at:

26 Tustin Family Campus
27 15405 Lansdowne Road
28 Tustin, CA 92710

20.2 The Transitional Residential Homes living unit will remain locked;

1 however, CONTRACTOR will issue key cards to the YOUNG ADULTs so that they may
2 enter or leave at any time. ADMINISTRATOR will provide replacement key cards
3 to CONTRACTOR at the cost of \$25.00 per card, as needed.

4 20.3 CONTRACTOR shall maintain the Transitional Residential Homes in a
5 manner which shall ensure the well-being, protection, health, safety, and
6 comfort of each YOUNG ADULT. Each YOUNG ADULT shall be afforded a reasonable
7 degree of privacy.

8 21. HANDLING COMPLAINTS

9 21.1 CONTRACTOR shall develop, operate, and maintain procedures for
10 receiving, investigating and responding to other contract service providers and
11 YOUNG ADULT complaints, including Civil Rights complaints, requests for COUNTY
12 reviews, negative comments and other complaints relating to Program services
13 provided under this Agreement.

14 21.2 CONTRACTOR shall maintain a log for identification and response to
15 YOUNG ADULTs' complaints. When complaints cannot be resolved informally, a
16 system of follow-through shall be instituted which adheres to formal plans for
17 specific actions and strict time deadlines. Responses to complaints shall
18 occur within two (2) business days.

19 21.3 For Civil Rights complaints, refer to Subparagraph 10.6.2 of this
20 Agreement.

21 21.4 CONTRACTOR shall identify issues with potential legal implications,
22 and review any such cases with designated COUNTY staff prior to responding to
23 the complaints.

24 21.5 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by
25 ADMINISTRATOR, information pertaining to complaints, as well as the
26 CONTRACTOR's response to any complaints as described above within ten (10)
27 business days of the complaint. CONTRACTOR shall provide a summary of all
28 complaints and/or negative comments as prescribed and on a format approved by

1 ADMINISTRATOR. Complaints include, but are not limited to, complaints from
2 YOUNG ADULTs, other contract service providers, community organizations, and
3 the public.

4 22. OUTSIDE CONTACTS

5 CONTRACTOR shall immediately inform ADMINISTRATOR of any inquiry from an
6 elected official, their representative, YOUNG ADULT's advocate, or the press,
7 and immediately provide information in order to permit ADMINISTRATOR to respond.

8 CONTRACTOR shall consult with ADMINISTRATOR prior to initiating contact
9 with an elected official, their representative, YOUNG ADULT advocate, or the
10 press.

11 23. QUALITY CONTROL

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

17 23.1 The method for ensuring the services, deliverables, and
18 requirements defined in this Agreement are being provided at or above the
19 COUNTY's level of quality;

20 23.2 The method for assuring that the professional staff rendering
21 services under this Agreement have the necessary qualifications;

22 23.3 The method for identifying and preventing deficiencies in the
23 quality of service as defined by COUNTY policy;

24 23.4 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's
25 case reviews, a clear description of, and corrective action taken, to resolve
26 identified problems;

27 23.5 Items/areas to be inspected on either a scheduled or unscheduled
28 basis, how often inspections will be accomplished, and the title of the

1 individual(s) who will perform the inspections;

2 23.6 Specific methods for identifying and preventing deficiencies in
3 the quality of service performed, before the level of performance becomes
4 unacceptable.

5 23.7 Maintenance of a file of all inspections conducted by CONTRACTOR
6 and, if necessary, the corrective action taken; and

7 23.8 Method for continuing services in the event of a natural disaster.

8 24. BUSINESS CONTINUITY PLAN

9 24.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)
10 that identifies how CONTRACTOR will continue to provide services after a
11 business interruption, including, but not limited to a natural disaster. The
12 BCP will include a Disaster Preparedness and Response Plan and will be
13 submitted to ADMINISTRATOR within thirty (30) days of the commencement of this
14 Agreement. The BCP shall be reviewed, updated, and resubmitted to
15 ADMINISTRATOR as changes occur.

16 24.2 The Disaster Preparedness and Response Plan shall include, but not
17 be limited to, the following:

18 24.2.1 Evacuation protocols and procedures that include
19 CONTRACTOR's responsibility for the safety, relocation, and tracking of all
20 YOUNG ADULTs in its care during any disaster event.

21 24.2.2 Notification to be made to ADMINISTRATOR with regard to
22 YOUNG ADULTs' welfare, including the provision of on-site emergency contact
23 information.

24 24.2.3 Provisions for maintaining court ordered services during a
25 disaster.

26 24.2.4 Protection and recovery of YOUNG ADULTs' records.

27 24.2.5 Provision of crisis-response services to YOUNG ADULTs such
28 as crisis counseling, medical needs, both through the provision of prescribed

1 medications, or through the provision of emergency medical services.

2 24.2.6 Disaster response training for staff.

3 24.2.7 Maintenance and review of plan at regular intervals.

4 25. CONTRACTOR PERFORMANCE MONITORING

5 25.1 CONTRACTOR's performance will be monitored and reviewed by
6 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of
7 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in
8 providing the information necessary for performance monitoring.

9 25.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
10 CONTRACTOR's performance, including, but not be limited to, the following:

11 25.2.1 ADMINISTRATOR will inspect CONTRACTOR's cases and
12 applicable data reports to ensure compliance with the outcome objectives;

13 25.2.2 Random sampling of Program activities including a review of
14 case files each month;

15 25.2.3 Activity checklists and random observations;

16 25.2.4 Inspection of output items on a periodic basis as deemed
17 necessary;

18 25.2.5 COUNTY computer data system reports;

19 25.2.6 YOUNG ADULT complaints and/or YOUNG ADULT questionnaires;

20 and

21 25.2.7 Service provider complaints or reports.

22 25.3 When it is determined that services were not performed in
23 accordance with this Agreement and/or COUNTY policies during the review period,
24 ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall, within
25 the time period specified in any such corrective action plan, remedy the
26 performance defects.

27 25.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
28 information necessary for performance monitoring, and with authorized State or

1 Federal representatives who may audit Program services.

2 25.5 Performance evaluation meetings will be conducted as deemed
3 necessary by ADMINISTRATOR.

4 26. STAFF

5 26.1 All direct service positions are required to have the ability to
6 speak, read and write in English, and in the specified language, (i.e. Spanish
7 or Vietnamese) in which services are to be delivered. At a minimum, CONTRACTOR
8 shall provide translation services for all languages as needed to ensure all
9 YOUNG ADULTs are provided services in the language they speak. Additionally,
10 all direct services staff shall have the ability to prepare clear, complete and
11 concise reports in English.

12 26.2 CONTRACTOR's direct service staff will not live on the site, but
13 will use the office space that is available.

14 26.3 CONTRACTOR's staff shall respect the cultural diversity of each
15 YOUNG ADULT served and provide culturally responsive direct service employees,
16 as described in Subparagraph 3.4 of this Agreement.

17 26.4 Case Manager staff shall be available on a twenty-four (24) hours
18 basis for crisis intervention and support, which will include providing each
19 YOUNG ADULT with a twenty-four (24) hour emergency telephone number to assist
20 the YOUNG ADULT in living independently.

21 26.5 CONTRACTOR shall provide direct service staff with a minimum of one
22 (1) hour of individual supervision per week, four (4) hours of group
23 supervision per month, and ensure that they complete six (6) hours of training
24 per quarter in child abuse and adolescent issues and other topics related to
25 Program delivery.

26 26.6 CONTRACTOR shall provide ongoing staff training and assistance to
27 its staff to ensure that all assignments are effectively handled.

28 26.7 CONTRACTOR shall provide staff training in understanding cultural

1 differences among YOUNG ADULTs to ensure that staff recognize and effectively
2 intervenes to overcome any language and/or cultural barriers to employment that
3 may be evident.

4 26.8 CONTRACTOR shall provide a training program designed to educate
5 employees who work directly with YOUNG ADULTs about the characteristics of THP+
6 YOUNG ADULTs. The training shall be designed to ensure that these employees
7 are able to adequately supervise and counsel YOUNG ADULTs and provide them with
8 ILS training.

9 26.9 CONTRACTOR shall employ staff that serve as role models and support
10 to YOUNG ADULTs.

11 26.10 CONTRACTOR shall maintain a log of in-house training activities and
12 YOUNG ADULTs. This log will be made available to ADMINISTRATOR upon request.

13 26.11 CONTRACTOR shall provide the following described Full Time
14 Equivalent (FTE) staff positions:

15 26.12 One (1) FTE Program Supervisor

16 Duties:

17 26.12.1 Recruit, hire and train staff.

18 26.12.2 Conduct interview and screening of referred YOUNG
19 ADULT.

20 26.12.3 Provide weekly and monthly supervision,

21 26.12.4 Conduct on-going staff evaluations.

22 26.12.5 Submit all reports as requested by ADMINISTRATOR.

23 26.12.6 Be on-call twenty-four (24) hours a day.

24 26.12.7 Maintain collaborative relationships with outside
25 partner agencies, COUNTY staff, and TFC contracted service providers.

26 Qualifications:

27 Master's degree in social work, psychology, counseling or
28 related field; and one (1) to two (2) years of progressively responsible social

work casework experience in a public or private organization. Must be at least twenty-one (21) years of age. Must possess a valid California driver's license with proof of insurance, a basic understanding of adolescent and child abuse issues, and experience in assigning and monitoring of other's work.

26.13 ~~Eight (8)~~ FTE Case Managers:

The Case Manager staff shall be scheduled to provide awake supervision 24 hours per day, seven days per week. The work shifts shall be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. The Case Manager shall be responsible for performing the following duties:

26.13.1 Participate in Program development.

26.13.2 Facilitate application and intake process.

26.13.3 Assist YOUNG ADULTs through the move-in and orientation process.

26.13.4 Attend weekly THP+ staff meeting and community building THP+ YOUNG ADULTs meetings.

26.13.5 Facilitate monthly support group meetings.

26.13.6 Implement YOUNG ADULTs' treatment plans as devised by the team.

26.13.7 Support each YOUNG ADULT in developing and meeting the TILP goals.

26.13.8 Coordinate the transportation of each YOUNG ADULT to medical appointments and any emergencies as needed.

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

26.13.10 Match YOUNG ADULT with a mentor when appropriate.

26.13.11 Supervise mentors.

26.13.12 Coordinate medical and dental needs of YOUNG ADULT.
26.13.13 Be on-call twenty-four (24) hours a day.
26.13.14 Coordinate after-care support for YOUNG ADULTs.
26.13.15 Maintain frequent and consistent contact with
representatives of all involved agencies.

Qualifications:

Bachelor's degree in social work, psychology, human services or
related field with one (1) to two (2) years' experience in working in a human
services field. Must be at least twenty-one (21) years of age. Must possess a
valid California driver's license with proof of insurance. Must possess a
basic understanding of adolescent and child abuse issues.

26.14 ~~(.50 FTE)~~ Administrative Assistant

Duties:

- 26.14.1 Answer phones.
- 26.14.2 Maintain office equipment.
- 26.14.3 Stock office supplies.
- 26.14.4 Assist staff as needed.

Qualifications:

High School diploma and be a minimum of twenty-one (21) years
of age.

26.15 ~~(.50 FTE)~~ Education Specialist

Duties:

- 26.15.1 Meet with all YOUNG ADULTs who need educational
guidance.
- 26.15.2 Follow up on a monthly basis to advise and monitor
YOUNG ADULT's progress.
- 26.15.3 Partner with foster youth services and the
educational system to ensure that YOUNG ADULTs pursuing a High School diploma,

GED, or High School Proficiency Certificate are receiving the support they need to succeed.

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

26.15.5 Organize school tours and interviews.

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

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

Qualifications:

26.15.8 Bachelor's degree in social work, psychology, human services or related field with one (1) to two (2) years' experience in working in a human services field. Must be at least twenty-one (21) years of age. Must possess a valid California driver's license with proof of insurance. Must possess a basic understanding of adolescent and child abuse issues.

26.16 ~~(.50 FTE)~~ Employment Specialist

Duties:

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

26.16.2 Assist YOUNG ADULTs in obtaining employment and build their employment skills in order to retain their jobs.

26.16.3 Coach YOUNG ADULTs on job applications, resume, and interviewing skills.

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

26.16.5 Monitor progress and maintain accurate records and

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

Qualifications:

26.16.6 Bachelor's degree in social work, psychology, human services or related field with one (1) to two (2) years' experience in working in a human services field. Must be at least twenty-one (21) years of age. Must possess a valid California driver's license with proof of insurance. Must possess a basic understanding of adolescent and child abuse issues.

26.17 ~~(.25 FTE)~~ Bookkeeper/Accounting Clerk

Duties:

26.17.1 Prepare accounting summaries of contract expenditures at month-end.

26.17.2 Prepare bi-weekly payroll from approved time sheets to payroll supervisor.

26.17.3 Obtain contract billing information from Program Supervisor and prepare monthly claims for reimbursement from COUNTY.

26.17.4 Prepare accounts receivables for Chief Accountant.

26.17.5 Prepare the payable checks from approved invoices and present for signature.

26.17.6 Prepare signed checks for mailing to vendors.

26.17.7 Prepare other bookkeeping functions as directed by Chief Accountant.

Qualifications:

Minimum two (2) years of computer experience including payroll, accounts payable, and general ledger. Ability to operate ten key calculator by touch. Must be proficient in Microsoft Office, Excel and Word software. Must have a minimum six (6) units of general bookkeeping or related field.

26.18 Adult Mentor (Volunteer)

Duties:

20.5.1 Participate in a volunteer training and pass background check through a criminal clearance, child abuse index check, Department of Motor Vehicles clearance, and must provide two (2) references prior to having any contact with YOUNG ADULT.

20.5.2 Assist YOUNG ADULT with building community relationships.

Qualifications:

Minimum one (1) year experience in working with at-risk transitional aged youth. Must attend mentor orientation for the rules and regulations of the Transitional Residential Homes Services Program and for an understanding of the mentor and YOUNG ADULT relationship and YOUNG ADULTs' background.

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