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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.

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

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

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2012, and terminate
3 on June 30, 2015, unless earlier terminated pursuant to the provisions of
4 Paragraph 43 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to, obligations with respect to indemnification, audits, reporting
7 and accounting.

8 2. ALTERATION OF TERMS

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

16 3. DEFINITIONS

17 3.1 Ansell Casey Life Skills Assessment: The assessment tool used
18 before developing the Transitional Independent Living Plan (TILP) with the
19 Young Adult on a six (6) months basis. The tool can be accessed at the
20 following Internet site: [http://www.cdss.ca.gov/cdssweb/entres/forms/
21 English/TILP1.pdf](http://www.cdss.ca.gov/cdssweb/entres/forms/English/TILP1.pdf).

22 3.2 CalWORKS: The California Work Opportunity and Responsibility to
23 Kids Act of 1997 as described in California Welfare and Institutions Code (WIC)
24 Section 11200 et seq.

25 3.3 Case Manager: Employee of CONTRACTOR who is responsible for
26 providing all of the case management duties for Young Adults in the Program.

27 3.4 Cultural Sensitivity: General knowledge of cultural values and
28 morals of individuals from diverse ethnic groups, the ability to recognize,

1 respect, affirm, and value the worth of individuals from different ethnic
2 groups and the ability to interact responsively, respectfully, and effectively
3 with people from diverse cultures, classes, races, ethnic groups, and
4 religious backgrounds in a manner that recognizes, affirms, and values the
5 worth of individuals, families, and communities as well as protecting the
6 dignity of each person.

7 3.5 Independent Living Skills (ILS): CONTRACTOR's Independent Living
8 Skills training program. A program to help Young Adults formulate skills in
9 attainment of educational goals, income maintenance, housing information,
10 vocational goal achievement, daily living skills, and interpersonal skills.
11 The ILS program is used to support, and in conjunction with, the Transitional
12 Independent Living Plan (TILP).

13 3.6 Multi-Disciplinary Team (MDT): A team of individuals from diverse
14 expertise that meet to review the case and Young Adult's elements. The
15 CONTRACTOR Case Manager may be responsible for initiating the MDT meeting. MDT
16 Members may consist of the following: CONTRACTOR Case Manager; Social Services
17 Agency Program Staff; Behavioral Health Services (BHS) staff; educational
18 provider when applicable; any other individual whose relevant expertise would
19 benefit the MDT.

20 3.7 Deputy Probation Officer (DPO): County of Orange Deputy Probation
21 Officer.

22 3.8 Efforts to Outcomes (ETO): The Efforts to Outcomes is an
23 internet-based case management database used by Health, Human and Social
24 Services organizations to gather, use and report client information.

25 3.9 Program Staff: County of Orange Social Services Agency Program
26 staff.

27 3.10 Transitional Independent Living Plan (TILP): A Transitional
28 Independent Living Plan is a State required plan that contains the

1 educational/vocational or other goals related to self-sufficiency mutually
2 agreed upon by the Young Adult and Case Manager.

3 3.11 Transitional Housing Program-Plus (THP+): The Transitional
4 Housing Program-Plus is a program that has been certified and approved by SSA
5 to provide supervised transitional housing opportunities to eligible Young
6 Adults pursuant to Health and Safety Code Section 1559.110 and 1559.115 and
7 California Welfare and Institutions Code (WIC) 11400(r) and (s).

8 3.12 Transitional Planning Services Program (TPSP): COUNTY's
9 Transitional Planning Services Program that provides independent living skills
10 training, services, vocational assessment, and financial assistance for
11 employment and education to Young Adults.

12 3.13 TPSP Liaison: A COUNTY Senior Social Worker responsible for
13 coordinating and supervising Young Adult participating in THP+, overseeing
14 special events and activities, supervising individual TILP Plans, and helping
15 Young Adult accomplish goals and self-sufficiency.

16 3.14 Visitors: Volunteers, repairmen, family members, friends,
17 consulting staff, or any other person who is not a resident or a member of
18 CONTRACTOR's staff.

19 3.15 YOUNG ADULT: Former foster youth between the ages of eighteen
20 (18) and twenty-four (24) years who have aged out of the State's foster care
21 system and were wards of the court through SSA or Probation Department; and
22 foster youth between the ages of eighteen (18) and twenty-one (21) years who
23 continue to remain in foster care, and receive foster care benefits and
24 services. YOUNG ADULTs who remain under the jurisdiction of the court after
25 age eighteen (18) years are referred to as Non-Minor Dependents (NMDs).

26 4. STATUS OF CONTRACTOR

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

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

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

10 5. DESCRIPTION OF SERVICES, STAFFING

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

19 5.2 Subject to thirty (30) days written notice, ADMINISTRATOR may, in
20 his or her sole discretion, require changes in staffing allocations to reflect
21 current workload demands or service needs as long as COUNTY's maximum
22 obligation as set forth in this Agreement is not exceeded.

23 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
24 appropriate staff to attend an orientation session and subsequent training
25 sessions given by COUNTY.

26 6. LICENSES AND STANDARDS

27 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
28 required by the laws of the United States, State of California, County of

1 Orange, and all other appropriate governmental agencies, and agrees to
2 maintain these licenses and permits in effect for the duration of this
3 Agreement. Further, CONTRACTOR warrants that its employees shall conduct
4 themselves in compliance with such laws and licensure requirements including,
5 without limitation, compliance with laws applicable to sexual harassment and
6 ethical behavior.

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

16 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

17 7.1 Delegation and Assignment:

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

25 7.2 Subcontracts:

26 CONTRACTOR shall not subcontract for services under this Agreement
27 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
28 in writing to a subcontract, in no event shall the subcontract alter, in any

1 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
2 be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR
3 shall include in each subcontract any provision ADMINISTRATOR may require.

4 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

5 8.1 Form of Business Organization:

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

10 8.1.1 The form of CONTRACTOR's business organization, i.e.,
11 proprietorship, partnership, corporation, etc.

12 8.1.2 A detailed statement indicating the relationship of
13 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
14 individual.

15 8.1.3 A detailed statement indicating the relationship of
16 CONTRACTOR to any subsidiary business organization or to any individual who
17 may be providing services, supplies, material or equipment to CONTRACTOR or in
18 any manner does business with CONTRACTOR under this Agreement.

19 8.2 Change in Form of Business Organization:

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

27 9. USE OF COUNTY PROPERTY

28 9.1 COUNTY intends to permit CONTRACTOR the use of office space,

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

8 9.2 CONTRACTOR shall enter into a rent free lease or license agreement
9 with ADMINISTRATOR for facilities provided by ADMINISTRATOR and will execute
10 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
11 of said document to CONTRACTOR. Failure to execute the lease or license
12 agreement will result in a breach of this Agreement.

13 10. NON-DISCRIMINATION

14 10.1 In the performance of this Agreement, CONTRACTOR agrees that it
15 shall not engage nor employ any unlawful discriminatory practices in the
16 admission of clients, provision of services or benefits, assignment of
17 accommodations, treatment, evaluation, employment of personnel or in any other
18 respect on the basis of sex, race, color, ethnicity, national origin,
19 ancestry, religion, age, marital status, medical condition, sexual
20 orientation, sexual preference, physical or mental disability or any other
21 protected group in accordance with the requirements of all applicable Federal
22 or State laws.

23 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
24 meets the lawful and applicable requirements of the U.S. Department of Health
25 and Human Services.

26 10.3 CONTRACTOR shall furnish any and all information requested by
27 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
28 books, records and accounts in order to ascertain CONTRACTOR's compliance with

1 Paragraph 10 et seq.

2 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled
3 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
4 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

5 10.5 Non-Discrimination in Employment

6 10.5.1 All solicitations or advertisements for employees placed
7 by or on behalf of CONTRACTOR shall state that all qualified applicants will
8 receive consideration for employment without regard to sex, race, color,
9 ethnicity, national origin, ancestry, religion, age, marital status, medical
10 condition, sexual orientation, sexual preference, physical or mental
11 disability or any other protected group in accordance with the requirements of
12 all applicable Federal or State laws. Notices describing the provisions of
13 the equal opportunity clause shall be posted in a conspicuous place for
14 employees and job applicants.

15 10.5.2 CONTRACTOR shall refer any and all employees desirous of
16 filing a formal discrimination complaint to:

17 California Department of Social Services

18 Public Inquiry and Response Bureau

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

20 Sacramento, CA 94244-2430

21 Telephone: 1-800-952-5253

22 1-800-952-8349 (For the hard of hearing)

23 10.6 Non-Discrimination in Service Delivery

24 10.6.1 CONTRACTOR shall comply with Titles VI and VII of the
25 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
26 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
27 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
28 the Americans with Disabilities Act of 1990; California Civil Code Section 51

1 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
2 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
3 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
4 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
5 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
6 Act of 1996; and other applicable Federal and State laws, as well as their
7 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
8 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
9 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
10 now exist or be hereafter amended. CONTRACTOR shall not implement any
11 administrative methods or procedures which would have a discriminatory effect
12 or which would violate the CDSS Manual of Policies and Procedures (MPP)
13 Division 21, Chapter 21-100. If there are any violations of this paragraph,
14 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
15 in accordance with WIC Section 10605, or Government Code Sections 11135-
16 11139.5, or any other laws, or the issue may be referred to the appropriate
17 Federal agency for further compliance action and enforcement of Subparagraph
18 10.6 et seq.

19 10.6.2 CONTRACTOR shall provide any and all clients desirous of
20 filing a formal complaint any and all information as appropriate:

21 10.6.2.1 Pamphlet: "Your Rights Under California Welfare
22 Programs" (PUB 13)

23 10.6.2.2 Discrimination Complaint Form

24 10.6.2.3 Civil Rights Contacts:

25 County Civil Rights Contact:

26 Orange County Social Services Agency

27 Program Integrity

28 Attn: Civil Rights Coordinator

1 P.O. Box 22001
2 Santa Ana, CA 92702-2001
3 Telephone: (714) 438-8880
4 State Civil Rights Contact:
5 California Department of Social Services
6 Civil Rights Bureau
7 P.O. Box 944243, M.S. 8-16-70
8 Sacramento, CA 94244-2430

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

14 11. NOTICES

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

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

20 CONTRACTOR: New Alternatives, Inc.
21 Attn: Tim Farley, Assistant Executive Director
22 1202 W. Civic Center Drive, Suite 205
Santa Ana, CA 92703

23 All notices shall be deemed effective when in writing and deposited in
24 the United States mail, first class, postage prepaid and addressed as above.
25 Any notices, claims, correspondence, reports and/or statements authorized or
26 required by this Agreement addressed in any other fashion shall be deemed not
27 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
28 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
10 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
11 court of competent jurisdiction because of the concurrent active negligence of
12 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
13 be 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,
16 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
17 and to 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
21 ADMINISTRATOR 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
26 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
27 apply, indicate this on the Certificate of Insurance with a "0" by the
28 appropriate line of coverage. Any self-insured retention (SIR) or deductible

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

4 12.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
5 the full term of this Agreement, COUNTY may terminate this Agreement.

6 Qualified Insurer

7 12.6 Minimum insurance company ratings as determined by the most
8 current edition of the Best's Key Rating Guide/Property-Casualty/United States
9 or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
10 Category).

11 12.7 The policy or policies of insurance required herein must be issued
12 by an insurer licensed to do business in the State of California (California
13 Admitted Carrier). If the insurer is a non-admitted carrier in the state of
14 State of California and does not meet or exceed an A.M. Best rating of A-
15 /VIII, CEO/Office of Risk Management retains the right to approve or reject
16 carrier after a review of the company's performance and financial ratings. If
17 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
18 /VIII, ADMINISTRATOR can accept the insurance.

19 12.8 The policy or policies of insurance maintained by CONTRACTOR shall
20 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

1 Sexual Misconduct Liability \$1,000,000 per occurrence

2 Required Coverage Forms

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

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

9 Required Endorsements

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

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

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

18 12.12 COUNTY shall be the loss payee on the Employee Dishonesty coverage.
19 A Loss Payee endorsement evidencing that COUNTY is a Loss Payee shall accompany
20 the Certificate of Insurance.

21 12.13 All insurance policies required by this Agreement shall waive all
22 rights of subrogation against COUNTY and members of the Board of Supervisors,
23 its elected and appointed officials, officers, agents and employees when acting
24 within the scope of their appointment or employment.

25 12.14 The Workers' Compensation policy shall contain a waiver of
26 subrogation endorsement waiving all rights of subrogation against COUNTY, and
27 members of the Board of Supervisors, its elected and appointed officials,
28 officers, agents and employees.

1 12.15 All insurance policies required by this Agreement shall give COUNTY
2 thirty (30) days' notice in the event of cancellation and ten (10) days for
3 non-payment of premium. This shall be evidenced by policy provisions or an
4 endorsement separate from the Certificate of Insurance.

5 12.16 If CONTRACTOR's Professional Liability policy is a "claims made"
6 policy, CONTRACTOR shall agree to maintain professional liability coverage for
7 two (2) years following completion of this Agreement.

8 12.17 The Commercial General Liability policy shall contain a
9 severability of interests clause also known as a "separation of insureds"
10 clause (standard in the ISO CG 0001 policy).

11 12.18 Insurance certificates should be mailed to COUNTY at the address
12 indicated in Paragraph 11 of this Agreement.

13 12.19 If CONTRACTOR fails to provide the insurance certificates and
14 endorsements within seven (7) days of notification by CEO/County Procurement
15 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

16 12.20 COUNTY expressly retains the right to require CONTRACTOR to
17 increase or decrease insurance of any of the above insurance types throughout
18 the term of this Agreement. Any increase or decrease in insurance will be as
19 deemed by COUNTY Risk Manager as appropriate to adequately protect COUNTY.

20 12.21 COUNTY shall notify CONTRACTOR in writing of changes in the
21 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
22 certificates of insurance and endorsements with COUNTY incorporating such
23 changes within thirty (30) days of receipt of such notice, this Agreement may
24 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
25 to all legal remedies.

26 12.22 The procuring of such required policy or policies of insurance
27 shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill
28 the indemnification provisions and requirements of this Agreement, nor act in

1 any way to reduce the policy coverage and limits available from the insurer.

2 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

3 CONTRACTOR shall report to COUNTY:

4 13.1 Any accident or incident relating to services performed under this
5 Agreement which involves injury or property damage which may result in the
6 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
7 shall be made in writing within twenty-four (24) hours of occurrence.

8 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
9 from or related to services performed by CONTRACTOR under this Agreement. Such
10 report shall be submitted to COUNTY within twenty-four (24) hour of
11 occurrence.

12 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
13 property. Such report shall be submitted to COUNTY within twenty-four (24)
14 hours of occurrence.

15 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
16 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
17 under the term of this Agreement. Such report shall be submitted to COUNTY
18 within twenty-four (24) hour of occurrence.

19 14. CONFLICT OF INTEREST

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

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

1 contrary to the best interests of COUNTY.

2 15. ANTI-PROSELYTISM PROVISION

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

7 16. SUPPLANTING GOVERNMENT FUNDS

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

17 17. EQUIPMENT

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

28 CONTRACTOR further agrees to the following:

1 17.1.1 To maintain all items of Capital Equipment in good working
2 order and condition, normal wear and tear excepted.

3 17.1.2 To label all items of Capital Equipment, do periodic
4 inventories as required by ADMINISTRATOR and to maintain an inventory list
5 showing where and how the Capital Equipment is being used, in accordance with
6 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
7 ADMINISTRATOR within ten (10) days of any request therefore.

8 17.1.3 To report in writing to ADMINISTRATOR immediately after
9 discovery, the loss or theft of any items of Capital Equipment. For stolen
10 items, the local law enforcement agency must be contacted and a copy of the
11 police report submitted to ADMINISTRATOR.

12 17.1.4 To purchase a policy or policies of insurance covering
13 loss or damage to any and all Capital Equipment purchased under this
14 Agreement, in the amount of the full replacement value thereof, providing
15 protection against the classification of fire, extended coverage, vandalism,
16 malicious mischief and special extended perils (all risks) covering the
17 parties' interests as they appear.

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

25 17.3 No personal computers or any component thereof may be purchased
26 with funds provided under this Agreement regardless of purchase price, without
27 prior written approval of ADMINISTRATOR. Any personal computers or any
28 component thereof purchased shall be in accordance with computer

1 specifications provided by ADMINISTRATOR, be subject to the same inventory
2 control conditions specified in Subparagraphs 17.1.1 - 17.1.4, and, at the
3 sole discretion of ADMINISTRATOR, become the property of the COUNTY upon
4 termination of this Agreement.

5 18. BREACH SANCTIONS

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

11 18.1 Afford CONTRACTOR a time period within which to cure the breach,
12 which period shall be established at the sole discretion of ADMINISTRATOR;
13 and/or

14 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
15 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
16 later recovery; and/or

17 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
18 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

21 19. PAYMENTS

22 19.1 COUNTY agrees to pay CONTRACTOR, monthly in arrears, for services
23 rendered to each YOUNG ADULT at the following rates or at such other rates as
24 may be adopted by COUNTY pursuant to the authority of the State of California.
25 Payments shall accrue from the date the YOUNG ADULT enters the Tustin Family
26 Campus THP+ Program and terminate on the date before the YOUNG ADULT is
27 terminated from the Tustin Family Campus THP+ Program. The daily rate shall be
28 paid when an individual YOUNG ADULT occupies a bed for less than a full

1 calendar month. The daily rate is calculated by multiplying the monthly rate
2 times twelve (12) months and dividing by three hundred sixty-five (365) days.
3 The monthly rate shall be paid when individual YOUNG ADULT occupies a bed for a
4 full calendar month.

5 PER DAY	PER MONTH
6 \$121.57	\$3,698.00

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

17 19.3 CONTRACTOR shall provide written notice to COUNTY within thirty
18 (30) days of the receipt of a payment for an Orange County placement, which is
19 inconsistent with the period of placement and results in an overpayment or an
20 underpayment. The overpayment and/or underpayment shall be identified by YOUNG
21 ADULT's name, case number, caseload number and the amount of underpayment
22 and/or overpayment.

23 19.4 Claims:

24 19.4.1 CONTRACTOR shall submit monthly reimbursement claims to be
25 received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the
26 month for expenses incurred in the preceding month. In the event the twentieth
27 (20th) calendar day falls on a weekend or COUNTY Holiday, CONTRACTOR shall
28 submit the claim the next business day. COUNTY holidays include New Year's

Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

19.4.2 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 25 (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 Final claims for the term of July 1, 2012 through June 30, 2013, must be received no later than August 30, 2013 at 5:00 p.m.

1 19.4.4.2 Final claims for the term of July 1, 2013 through
2 June 30, 2014, must be received no later than August 30, 2014 at 5:00 p.m.

3 19.4.4.3 Final claims for the term of July 1, 2014 through
4 June 30, 2015, must be received no later than August 30, 2015 at 5:00 p.m.

5 19.4.4.4 Claims received after the dates specified in
6 Subparagraph 19.4.4.1 to 19.4.4.3 may not be reimbursed. ADMINISTRATOR may, in
7 its sole discretion, modify the date upon which the final claim per term must
8 be received, upon notice to CONTRACTOR.

9 19.4.4.5 The basis for final settlement shall be the
10 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 or
11 Title 48 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR
12 pursuant to this Agreement; limited, however, to the maximum obligation of
13 COUNTY. In the event that any overpayment has been made, COUNTY may offset the
14 amount of the overpayment against the final payment. In the event overpayment
15 exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within
16 five (5) days of notice from COUNTY. Nothing herein shall be construed as
17 limiting the remedies of COUNTY in the event an overpayment has been made.

18 19.4.5 Seventy-Five Percent Expenditure Notification:

19 CONTRACTOR shall maintain a system of record keeping that
20 will allow CONTRACTOR to determine when it has incurred seventy-five percent
21 (75%) of the total contract authorizations under this Agreement. Upon
22 occurrence of this event, CONTRACTOR shall send written notification to the
23 ADMINISTRATOR.

24 20. OVERPAYMENTS

25 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
26 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in
27 accordance with any applicable regulations and/or policies in effect during
28 the term of this Agreement, or as established by COUNTY procedure. Any

1 overpayments made by COUNTY which result from a payment by any other funding
2 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
3 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
4 thirty (30) days after the date of the final audit findings report, and prior
5 to any administrative appeal process. In the event an overpayment owing by
6 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
7 shall reimburse COUNTY within thirty (30) days thereafter, and prior to any
8 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
9 COUNTY necessary to enforce the provisions set forth in this paragraph.

10 21. OUTSTANDING DEBT

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

14 22. REVENUE

15 22.1 Whenever CONTRACTOR receives any money specifically designated for
16 use in programs funded through this Agreement, excluding any funds specified as
17 a CONTRACTOR match under this Agreement, such monies shall be considered to be
18 a cost off-set and treated as a reduction against the amount claimed by
19 CONTRACTOR.

20 22.2 CONTRACTOR is not required to apply grants or gifts which are
21 unrestricted in use to any cost or expense of CONTRACTOR in which the COUNTY
22 participates.

23 23. FINAL REPORT

24 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report
25 within sixty (60) days after the termination of this Agreement, which shall
26 summarize the activities and services provided by CONTRACTOR during the term
27 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing
28 to modify the date upon which the final report must be submitted.

1 24. INDEPENDENT AUDIT

2 24.1 CONTRACTOR shall employ a licensed certified public accountant who
3 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
4 related expenditures during the term of this Agreement in compliance with the
5 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
6 Organizations. The audit must be performed in accordance with generally
7 accepted government auditing standards and OMB Circular A-122. CONTRACTOR
8 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
9 corrective action is taken within six (6) months after issuance of all audit
10 reports with regard to audit exceptions.

11 24.2 It is mutually understood that CONTRACTOR's organization-wide
12 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR
13 agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for
14 the period July 1, 2012 through June 30, 2013, by August 30, 2013. CONTRACTOR
15 further agrees to provide ADMINISTRATOR with copies of its organization-wide
16 audits for the period July 1, 2013 through June 30, 2014, by August 30, 2014;
17 and for the period July 1, 2014 through June 30, 2015, by August 30, 2015.
18 Failure to provide copies of the organization-wide audits, for the periods
19 July 1, 2013 through June, 30, 2013, July 1, 2013 through June 30, 2014, and
20 July 1, 2014 through June 30, 2015, shall be sufficient cause for
21 ADMINISTRATOR, in its sole discretion, to deny payment under this or any
22 subsequent Agreement with CONTRACTOR until such time as the required audits
23 are provided to ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion,
24 modify the date upon which the organization-wide audits must be received, upon
25 notice to CONTRACTOR.

26 25. RECORDS, INSPECTIONS AND AUDITS

27 25.1 Financial Records:

28 25.1.1 CONTRACTOR shall prepare and maintain accurate and

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

5 25.1.2 CONTRACTOR shall establish and maintain reasonable
6 accounting, internal control and financial reporting standards in conformity
7 with generally accepted accounting principles established by the American
8 Institute of Certified Public Accountants and to the satisfaction of
9 ADMINISTRATOR.

10 25.2 Client Records:

11 25.2.1 CONTRACTOR shall prepare and maintain accurate and
12 complete records of clients served and dates and type of services provided
13 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

14 25.2.2 All client records related to services provided under the
15 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
16 (5) years from the date of final payment under this Agreement or until all
17 pending County, State and Federal audits are completed, whichever is later.
18 Notwithstanding anything to the contrary, upon termination of this Agreement,
19 CONTRACTOR shall relinquish control with respect to client records to COUNTY
20 in accordance with Subparagraph 43.2.

21 25.2.3 COUNTY may refuse payment for a claim if client record(s)
22 are determined by COUNTY to be incomplete or inaccurate. In the event client
23 record(s) are determined to be incomplete or inaccurate after payment has been
24 made, COUNTY may treat such payment as an overpayment within the provisions of
25 this Agreement.

26 25.3 Public Records:

27 With the exception of client records or other records referenced
28 in Paragraph 30, entitled Confidentiality, all records, including but not

1 limited to, reports, audits, notices, claims, statements and correspondence,
2 required by this Agreement may be subject to public disclosure. COUNTY will
3 not be liable for any such disclosure.

4 25.4 Inspections and Audits:

5 25.4.1 The U.S. Department of Health and Human Services,
6 Comptroller General of the United States, Director of the California
7 Department of Social Services, State Auditor-General, ADMINISTRATOR, the
8 COUNTY's Auditor-Controller and Internal Audit Department, or any of their
9 authorized representatives, shall have access to any books, documents, papers
10 and records, including medical records, of CONTRACTOR which any of them may
11 determine to be pertinent to this Agreement for the purpose of financial
12 monitoring. Further, all the above mentioned persons have the right at all
13 reasonable times to inspect or otherwise evaluate the work performed or being
14 performed under this Agreement and the premises in which it is being
15 performed.

16 25.4.2 CONTRACTOR shall make available its books and financial
17 records within the borders of Orange County within ten (10) days after receipt
18 of written demand by ADMINISTRATOR.

19 25.4.3 In the event CONTRACTOR does not make available its books
20 and financial records within the borders of Orange County, CONTRACTOR agrees
21 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
22 designee, necessary to obtain CONTRACTOR's books and financial records.

23 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
24 liability to the State or Federal government or any agency thereof resulting
25 from any disallowances or other audit exceptions to the extent that such
26 liability is attributable to CONTRACTOR's failure to perform under this
27 Agreement.

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1 25.5 Evaluation Studies:

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

5 26. PERSONNEL DISCLOSURE

6 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
7 all personnel providing services hereunder, including resumes and job
8 applications. Changes to the list will be immediately provided to
9 ADMINISTRATOR in writing, along with a copy of a resume and/or job
10 application. The list shall include:

11 26.1.1 Names of all full- or part-time personnel by title,
12 including volunteer personnel, whose direct services are required to provide
13 the programs described herein;

14 26.1.2 A brief description of the functions of each position and
15 the hours each person works each week, or for part-time personnel each day or
16 month, as appropriate;

17 26.1.3 The professional degree, if applicable, and experience
18 required for each position; and

19 26.1.4 The language skill, if applicable, for all personnel.

20 26.2 CONTRACTOR's employment application shall require applicants to
21 provide detailed information regarding the conviction of a crime by any court,
22 for offenses other than minor traffic offenses. Information not disclosed in
23 the employment application discovered subsequent to the hiring or promotion of
24 any applicant shall be cause for termination of that employee.

25 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
26 the COUNTY, criminal record background checks on all employees and/or
27 volunteers who will provide services under this Agreement. Candidates will
28 satisfy background checks consistent with and comparable to those required for

1 COUNTY employees.

2 26.4 CONTRACTOR warrants that all persons employed or otherwise
3 assigned by CONTRACTOR to provide services under this Agreement have
4 satisfactory past work records and/or reference checks indicating their
5 ability to perform the required duties and accept the kind of responsibility
6 anticipated under this Agreement. CONTRACTOR shall maintain records of
7 background investigations and reference checks undertaken and coordinated by
8 CONTRACTOR for each employee and/or volunteer assigned to provide services
9 under this Agreement for a minimum of five (5) years from the date of final
10 payment under this Agreement or until all pending COUNTY, State and Federal
11 audits are completed, whichever is later, in compliance with all applicable
12 laws.

13 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
14 arrest and/or subsequent conviction, for offenses other than minor traffic
15 offenses, of any paid employee and/or volunteer staff performing services
16 under this Agreement, when such information becomes known to CONTRACTOR.
17 ADMINISTRATOR, in its sole discretion, may determine whether such employee
18 and/or volunteer may continue to provide services under this Agreement and
19 shall provide notice of such determination to CONTRACTOR in writing.
20 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
21 material breach of this Agreement, pursuant to Paragraph 18 above.

22 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
23 staff performing work hereunder and any proposed changes in CONTRACTOR's
24 staff, including, but not limited to, CONTRACTOR's Program Director.

25 26.7 COUNTY shall have the right, at its sole discretion, to require
26 CONTRACTOR to remove any employee from the performance of services under this
27 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
28 said personnel.

1 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
2 terminated for cause from working on this Agreement.

3 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
4 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
5 work in accordance with the terms and conditions of this Agreement.

6 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

24 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

28 (a) in the case of an individual contractor, his/her name, date of

1 birth, Social Security number, and residence address;

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

6 (c) a certification that CONTRACTOR has fully complied with all
7 applicable Federal and State reporting requirements regarding its employees;
8 and

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

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

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

22 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

23 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
24 ensure that all employees, volunteers, consultants, or agents performing
25 services under this Agreement report child abuse or neglect to one of the
26 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
27 abuse as defined in Section 15610.07 of the WIC to one of the agencies
28 specified in WIC Section 15630. CONTRACTOR shall require such employee,

1 volunteer, consultant or agent to sign a statement acknowledging the child
2 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
3 Penal Code and the dependent adult and elder abuse reporting requirements as
4 set forth in Section 15630 of the WIC and will comply with the provisions of
5 these code sections as they now exist or as they may hereafter be amended.

6 30. CONFIDENTIALITY

7 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
8 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
9 and all other provisions of law, and regulations promulgated thereunder
10 relating to privacy and confidentiality, as each may now exist or be hereafter
11 amended.

12 All records and information concerning any and all persons
13 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
14 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
15 volunteers. CONTRACTOR shall require all of its employees, agents,
16 subcontractors and volunteer staff who may provide services for CONTRACTOR
17 under this Agreement to sign an agreement with CONTRACTOR before commencing
18 the provision of any such services, to maintain the confidentiality of any and
19 all materials and information with which they may come into contact, or the
20 identities or any identifying characteristics or information with respect to
21 any and all participants referred to CONTRACTOR by COUNTY, except as may be
22 required to provide services under this Agreement or to those specified in
23 this Agreement as having the capacity to audit CONTRACTOR, and as to the
24 latter, only during such audit. CONTRACTOR shall comply with any audits
25 specified in Paragraph 25 provide reports and any other information required
26 by COUNTY in the administration of this Agreement, and as otherwise permitted
27 by law.

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1 30.2 CONTRACTOR shall inform all of its employees, agents,
2 subcontractors, volunteers and partners of this provision and that any person
3 knowingly and intentionally violating the provisions of said State law may be
4 guilty of a crime.

5 30.3 CONTRACTOR agrees that any and all subcontracts entered into shall
6 be subject to the confidentiality requirements of this Agreement.

7 30.4 CONTRACTOR agrees to maintain the confidentiality of its records
8 with respect to Juvenile Court matters, in accordance with WIC Section 827,
9 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
10 regarding Confidentiality, as it now exists or may hereafter be amended.

11 30.5 No access, disclosure or release of information regarding a child
12 who is the subject of Juvenile Court proceedings shall be permitted except as
13 authorized. If authorization is in doubt, no such information shall be
14 released without the written approval of a Judge of the Juvenile Court

15 30.6 CONTRACTOR must receive prior written approval of the Juvenile
16 Court before allowing any child to be interviewed, photographed or recorded by
17 any publication or organization or to appear on any radio, television or
18 internet broadcast or make any other public appearance. Such approval shall
19 be requested through child's Social Worker.

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

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

26 32. COPYRIGHT ACCESS

27 The U.S. Department of Health and Human Services, the CDSS, and COUNTY
28 will have a royalty-free, nonexclusive and irrevocable license to publish,

1 translate, or use, now and hereafter, all material developed under this
2 Agreement including those covered by copyright.

3 33. WAIVER

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

12 34. PETTY CASH

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

15 35. PUBLICITY

16 35.1 Information and solicitations, prepared and released by
17 CONTRACTOR, concerning the services provided under this Agreement shall state
18 that the program, wholly or in part, is funded through Federal, State, and
19 COUNTY government funds.

20 35.2 CONTRACTOR shall not disclose any details in connection with this
21 Agreement to any person or entity except as may be otherwise provided
22 hereunder or required by law. However, in recognizing CONTRACTOR's need to
23 identify its services and related clients to sustain itself, COUNTY shall not
24 inhibit CONTRACTOR from publishing its role under this Agreement within the
25 following conditions:

26 35.2.1 CONTRACTOR shall develop all publicity material in a
27 professional manner; and

28 ///

1 35.2.2 During the term of this Agreement, CONTRACTOR shall not,
2 and shall not authorize another to, publish or disseminate any commercial
3 advertisements, press releases, feature articles, or other materials using the
4 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
5 unreasonably withhold written consent.

6 36. COUNTY RESPONSIBILITIES

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

9 37. REFERRALS

10 CONTRACTOR shall provide services to individuals referred by the COUNTY.

11 38. REPORTS

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

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

20 39. ENERGY EFFICIENCY STANDARDS

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

24 40. ENVIRONMENTAL PROTECTION STANDARDS

25 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
26 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
27 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
28 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any

1 may now exist or be hereafter amended. Under these laws and regulations,
2 CONTRACTOR assures that:

3 40.1 No facility to be utilized in the performance of the proposed
4 grant has been listed on the EPA List of Violating Facilities;

5 40.2 It will notify COUNTY prior to award of the receipt of any
6 communication from the Director, Office of Federal Activities, U.S. EPA,
7 indicating that a facility to be utilized for the grant is under consideration
8 to be listed on the EPA List of Violating Facilities; and

9 40.3 It will notify COUNTY and the EPA about any known violation of the
10 above laws and regulations.

11 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
12 CERTAIN FEDERAL TRANSACTIONS

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

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

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

26 1) No Federal appropriated funds have been paid or will
27 be paid to any person for influencing or attempting to influence an officer or
28 employee of any agency, a Member of Congress, an officer or employee of

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

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

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

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

24 42. POLITICAL ACTIVITY

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

28 ///

1 43. TERMINATION PROVISIONS

2 43.1 ADMINISTRATOR may terminate this Agreement without penalty
3 immediately with cause or after thirty (30) days written notice without cause,
4 unless otherwise specified. Notice shall be deemed served on the date of
5 mailing. Cause shall be defined as any breach of Agreement, any
6 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
7 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
8 all further obligation.

9 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to
10 cooperate with ADMINISTRATOR in the orderly transfer of service
11 responsibilities, active case records, and pertinent documents.

12 43.3 The obligations of COUNTY under this Agreement are contingent upon
13 the availability of Federal and/or State funds, as applicable, for the
14 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
15 for the services hereunder in the budget approved by the Orange County Board
16 of Supervisors each fiscal year this Agreement remains in effect or operation.
17 In the event that such funding is terminated or reduced, ADMINISTRATOR may
18 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
19 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
20 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
21 notification of such determination. CONTRACTOR shall immediately comply with
22 ADMINISTRATOR's decision.

23 43.4 If any provision of this Agreement or the application thereof is
24 held invalid, the remainder of this Agreement shall not be affected thereby.

25 44. GOVERNING LAW AND VENUE

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

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

7 45. SIGNATURE IN COUNTERPARTS

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

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1 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 SUSAN NOVAK
17 Clerk of the Board of Supervisors
18 Orange County, California

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

22 By: _____
23 DEPUTY

24 Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 NEW ALTERNATIVES, INC.

8 FOR THE PROVISION OF TRANSITIONAL RESIDENTIAL HOME SERVICES
9 AT TUSTIN FAMILY CAMPUS
10

11 1. POPULATION TO BE SERVED

12 CONTRACTOR shall provide transitional housing and supportive services to
13 up to fourteen (14) YOUNG ADULTs per month between the ages of eighteen (18)
14 and twenty-four (24), to aid in their transition to independent living.
15 Participants shall be voluntary YOUNG ADULTs as defined in Subparagraph 3.15
16 of this Agreement.

17 2. ELIGIBILITY REQUIREMENTS

18 2.1 YOUNG ADULTs shall be as defined in Subparagraph 3.15 of this
19 Agreement are eligible to participate in Transitional Housing Program-Plus
20 (THP+) and shall be:

21 2.1.1 Required to show commitment to begin and remain enrolled
22 in educational classes or training program; seek, secure, and maintain
23 employment; and develop and adhere to a savings plan.

24 2.1.2 Required to complete a detailed application related to why
25 he/she wants to enter the Program and what he/she wants to gain from the
26 Program.

27 2.1.3 Required to sign a Waiver and Release as set forth in
28 Subparagraph 7.3 of this Exhibit A.

1 2.1.4 Required to show monthly proof of satisfactory progress in
2 meeting their Transitional Independent Living Plan (TILP).

3 3. REFERRAL PROCESS

4 3.1 CONTRACTOR shall provide THP+ services to all YOUNG ADULTs
5 referred by ADMINISTRATOR. CONTRACTOR will not refuse YOUNG ADULTs without
6 discussion and concurrence by ADMINISTRATOR. ADMINISTRATOR will discuss and
7 concur prior to any action to minimize issues that impede YOUNG ADULTs'
8 ability to participate in THP+ services.

9 3.2 CONTRACTOR shall ensure that YOUNG ADULTs receiving psychotropic
10 medications are not automatically excluded from services.

11 3.3 CONTRACTOR shall review COUNTY information prior to scheduling an
12 interview with the referred YOUNG ADULT.

13 3.4 CONTRACTOR shall contact YOUNG ADULT to schedule an initial face-
14 to-face interview within three (3) business days of receipt of referral from
15 ADMINISTRATOR. CONTRACTOR shall conduct the initial face-to-face interview
16 within fourteen (14) calendar days. If YOUNG ADULT is working full-time or
17 enrolled in an education or training program, CONTRACTOR shall provide an
18 interview time and place that does not interfere with the YOUNG ADULT's
19 employment, education, or training activity. If YOUNG ADULT misses ("no
20 shows") for three (3) consecutive scheduled Intake appointments, CONTRACTOR
21 shall discuss with ADMINISTRATOR the YOUNG ADULT's failure to participate in
22 the intake process for the Program.

23 4. COUNTY RESPONSIBILITIES

24 ADMINISTRATOR will:

25 4.1 Obtain, whenever possible, YOUNG ADULT's existing available
26 clothing and deliver it to CONTRACTOR within five (5) calendar days of
27 entering the THP+ Program at the Tustin Family Campus.

28 4.2 Provide assistance with emergencies pursuant to guidelines or

1 policies established for the THP+ Program at the Tustin Family Campus.

2 5. PRINCIPLES

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

5 5.1 The provision of services shall be conducted in a manner sensitive
6 to literacy, language, and socio-cultural issues that may impact 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,
13 coordinated 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
18 motivational and strength-based techniques; and

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

22 6. THP+ COUNTY CERTIFICATION

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

27 7. SERVICES TO BE PROVIDED

28 CONTRACTOR shall provide the following:

1 7.1 Independent living support for up to twenty-four (24) cumulative
2 months, to YOUNG ADULTs to assist them in developing life skills to
3 successfully transition into adult life. The approach of the Transitional
4 Residential Homes shall be based on a campus model versus apartment model.

5 7.2 Twenty-four (24) hours per day, seven (7) days per week awake on-
6 site supervision and crisis intervention services.

7 7.3 Ensure YOUNG ADULT has executed a written Waiver and Release with
8 the Transitional Planning Services Program (TPSP) Liaison prior to entering
9 into the Transitional Residential Homes Program. In said Waiver and Release,
10 YOUNG ADULT shall acknowledge that they are voluntarily entering the Program
11 with the understanding that they will be waiving privacy and confidential
12 rights otherwise guaranteed under California law. This voluntary Waiver and
13 Release will enable reports to be provided to ADMINISTRATOR regarding YOUNG
14 ADULT's progress in the Program, will allow assessments of the Transitional
15 Residential Homes Program to be undertaken, and will allow some restrictions
16 to be placed upon visitation by family and friends, as set forth in this
17 Exhibit A.

18 7.4 Obtain all standard release forms as needed for collateral
19 contacts.

20 7.5 Develop a TILP with the input from YOUNG ADULT and the TPSP
21 Liaison upon acceptance into the program. The TILP shall include, but not be
22 limited to, the following:

23 7.5.1 Learning how to secure essential records such as ID,
24 birth certificate, and social security card;

25 7.5.2 Development of basic life skills, including hygiene,
26 personal responsibility, interpersonal skills, communication skills;

27 7.5.3 Development of appropriate coping and problem-solving
28 strategies; and

1 7.5.4 Address mental health needs.

2 7.6 The TILP plan shall include contingency elements relating to YOUNG
3 ADULT having a planned or unplanned pregnancy while residing in the THP+
4 facility.

5 7.7 Develop a detailed plan as part of the TILP with each YOUNG ADULT
6 upon acceptance into the program, which addresses the behavioral challenges
7 that the YOUNG ADULT might demonstrate (i.e., drug/alcohol use, maintain
8 positive relationships, maintain a healthy life style, work a predetermined
9 number of hours per week).

10 7.8 Upon intake, provide YOUNG ADULT with CONTRACTOR's Participant-
11 Provider contract. The Participant-Provider contract shall include, but not be
12 limited to, the following:

13 7.8.1 Description of the Program:

14 7.8.2 YOUNG ADULT's rights and responsibilities;

15 7.8.3 What the YOUNG ADULT can expect from their Case Manager, and

16 7.8.4 Expectations of the YOUNG ADULT.

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

21 7.9 Participate in and support efforts to re-establish relationships
22 between YOUNG ADULT and his/her relatives, or non-relative extended family
23 members (NREFM), who may serve as mentors or support persons.

24 7.10 Collaborate with the YOUNG ADULT to develop a plan to pursue
25 college or post-high school training to better prepare for his/her self-
26 sufficiency, as appropriate, and incorporate the plan into the TILP.

27 7.11 Support the YOUNG ADULTs in developing independent living skills
28 in order to meet the goals outlined in YOUNG ADULTs' TILP.

1 7.12 Provide the following case management services at a ratio of one
2 (1) Case Manager per seven (7) YOUNG ADULTs. The Case Manager shall meet daily
3 with each YOUNG ADULT to provide:

4 7.12.1 Twenty-four (24) hour supervision and crisis intervention
5 services.

6 7.12.2 Individual and group therapy either directly or through
7 referral to a community organization.

8 7.12.3 Ongoing educational advocacy and support, including
9 linkages to Foster Youth Services with the goals of each YOUNG ADULT obtaining
10 a High School diploma, General Educational Development (GED) certificate, or
11 High School Proficiency certificate prior to completing the THP+ program.

12 7.12.4 Assistance to YOUNG ADULTs in developing the skills
13 necessary to establish and maintain positive, healthy, and meaningful
14 relationships.

15 7.12.5 Assistance to YOUNG ADULTs in maintaining a substance-
16 free lifestyle.

17 7.12.6 Ongoing support for YOUNG ADULTs to develop and sustain
18 money management skills to facilitate self-sufficiency.

19 7.12.7 Assistance to YOUNG ADULTs to develop the life skills
20 necessary to secure and maintain permanent housing and employment.

21 7.12.8 A strength-based coaching, mentoring model and
22 motivational interviewing approach with YOUNG ADULTs, which has been
23 identified as an evidenced based best practice by the National Institutes of
24 Health.

25 7.12.9 Training components on interpersonal relationships,
26 parenting, sex education, personal safety and hygiene, health issues, alcohol,
27 drugs and tobacco, anger management, budget management, banking, nutrition and
28 cooking, shopping, substance abuse prevention, mental health services, and

1 other topics as they are identified.

2 7.12.10 Monitoring and documentation of YOUNG ADULT's attendance
3 and progress in accordance with THP+ Policies and Procedures, as set forth in
4 Paragraph 8 of Exhibit A. This includes the use of attendance reports and
5 monitoring participants involved in education and training programs.

6 7.12.11 A record of YOUNG ADULT's participation efforts on a flow
7 basis and prepare standard quarterly reports for CDSS.

8 7.12.12 Instructions to YOUNG ADULTs on conflict resolution
9 skills by presenting them with problem solving skills, principles of conflict
10 resolution, the basics of effective communication and listening, critical and
11 creative thinking, with an emphasis on personal responsibility and self-
12 discipline.

13 7.12.13 Job readiness training and support including linkages to
14 Workforce Investment Act partners, One-Stop Centers, mentor programs, and
15 other appropriate employment resources.

16 7.12.14 Identification of any barriers to employment and evaluate
17 the need for referrals to other service providers in the community.

18 7.12.15 Facilitation and/or participation in outreach activities
19 that may benefit the YOUNG ADULT and his/her family.

20 7.12.16 Development and implementation within 60 days of the
21 commencement of this Agreement, an incentive program/plan to motivate YOUNG
22 ADULTs in meeting the goals as specified in their TILP.

23 7.12.17 Coordinate a monthly Community Dinner, which serves as a
24 support group for YOUNG ADULTs. Guest speakers shall include successful
25 former foster youth, professors, and other inspirational figures.

26 7.12.18 Care coordination and advocacy for YOUNG ADULT, including
27 all medical and non-medical care, mental health care, referrals, resources,
28 and support (including personal care services, support networks, coordination

1 of information and care amongst staff).

2 7.13 Provide a mentor to YOUNG ADULTs while participating in THP+ and
3 for six (6) months after the YOUNG ADULT completes the program. YOUNG ADULTs
4 shall receive assistance and support for interpersonal and social skills, and
5 increase their awareness of resources available to them in and around their
6 community. Each mentor shall be carefully screened through a criminal
7 background check, child abuse index check, Department of Motor Vehicles
8 clearance, and two (2) references prior to having any contact with YOUNG
9 ADULT.

10 7.14 Incorporate CONTRACTOR's ILS program along with the COUNTY's THP+.

11 7.15 Provide YOUNG ADULT with a working phone, which can be restricted
12 to local phone calls.

13 7.16 Facilitate YOUNG ADULT's communication with the Family Self
14 Sufficiency (FSS) Division regarding available services and participate in
15 Multidisciplinary Team (MDT) meetings. .

16 7.17 Attend all mandated trainings and meetings as requested by
17 ADMINISTRATOR.

18 7.18 Conduct a monthly case review conference with the TPSP Liaison
19 concerning the status of each YOUNG ADULT.

20 7.19 Assist YOUNG ADULT when leaving THP including location and/or
21 maintaining affordable housing.

22 7.20 Provide a secure, separate storage area for personal items for
23 each YOUNG ADULT.

24 7.21 CONTRACTOR shall provide YOUNG ADULT with the following after-care
25 support for up to two (2) years after leaving the program:

26 7.21.1 Monthly support groups; and

27 7.21.2 Service referrals as needed.

28 7.22 CONTRACTOR shall assist YOUNG ADULT to maintain compliance with

1 Court-ordered activities.

2 8. PROGRAM POLICIES AND PROCEDURES

3 CONTRACTOR shall address and assist YOUNG ADULTs in following program
4 categories:

5 8.1 Education Model/Plan:

6 YOUNG ADULTs shall attend and show satisfactory progress in the
7 education classes or training program to facilitate a scheduled
8 graduation/completion as described in their TILP.

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
21 per week. YOUNG ADULTs attending school part-time shall work twenty-five to
22 thirty (25-30) hours per week.

23 8.2.4 CONTRACTOR shall ensure that the 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 Act partners and One-Stop Centers, or
27 other employment programs, as directed by COUNTY, to provide employment and
28 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
15 facility.

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
19 acts 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
28 into the Transitional Residential Homes at any time. Allowing a runaway into

1 a Transitional Residential Home may result in YOUNG ADULT's immediate
2 termination 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 or 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
9 be reported as soon as possible to the Case Manager or Program Supervisor who
10 shall notify the TPSP Liaison, Assigned Social Worker (ASW), or DPO, as
11 appropriate.

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

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

22 8.7 Health and Dental Care Model/Plan:

23 8.7.1 Upon entry to the program, YOUNG ADULTs and the Case
24 Manager and/or TPSP Liaison, ASW or DPO shall clarify the appropriate
25 resources to be used in the event of a medical problem or medical emergency,
26 as well as routine medical checkups and preventative care as set forth in
27 Paragraph 20 of Exhibit A.

28 ///

1 8.7.2 In case of medical emergency, YOUNG ADULTs shall notify
2 CONTRACTOR as soon as possible.

3 8.8 Lending or Borrowing Money:

4 8.8.1 YOUNG ADULTs are strongly discouraged from lending or
5 borrowing money.

6 8.8.2 Neither CONTRACTOR nor TPSP Liaison nor ASW shall assume
7 responsibility for replacement or return of funds that YOUNG ADULTs lend or
8 borrow.

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

11 8.9 Budgeting and Payment of Bills:

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

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

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

21 8.10 Savings:

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

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

27 8.11 Pregnancy:

28 8.11.1 A pregnant YOUNG ADULT may continue her involvement in the

1 program as long as appropriate progress is maintained toward education and
2 employment goals and no medical conditions/restrictions develop as determined
3 by a physician that would preclude her from safe independent living.

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

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

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

18 8.12 Residence Care and Cleanliness:

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

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

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

28 8.12.3.1 Dusting.

1 8.12.3.2 Vacuuming.

2 8.12.3.3 Cleaning dishes.

3 8.12.3.4 Making the bed.

4 8.12.3.5 Respecting others in terms of material displayed
5 in the Transitional Residential Homes.

6 8.12.3.6 Unplugging electrical items and small appliances
7 (i.e., iron, toaster, curling iron, etc.).

8 8.12.3.7 Informing CONTRACTOR's staff if something in the
9 Transitional Residential Homes breaks or requires repair/maintenance.

10 8.13 Furnishings:

11 8.13.1 Prior to YOUNG ADULT moving into the Transitional
12 Residential Homes, the Case Manager shall make sure the appropriate furniture,
13 beddings and household items are in order.

14 8.14 Property:

15 8.14.1 Deliberate destruction of property, which includes
16 physical damage to the Transitional Residential Homes, shall not be tolerated,
17 including marking on walls and intentional damage to another person's
18 belongings, etc.

19 8.14.2 A YOUNG ADULT deliberately damaging property will be
20 subject to termination from the Program. YOUNG ADULT shall be required to pay
21 for damages.

22 8.15 Alcohol and Other Drugs:

23 8.15.1 No drugs or alcohol is permitted on the TFC premises nor
24 in the Transitional Residential Homes.

25 8.15.2 Any YOUNG ADULTs caught possessing drugs or alcohol (on
26 their person, in their belongings or in their bedroom) are subject to
27 termination from the program at the discretion of the TPSP Liaison or ASW.
28 This includes a guest bringing the drugs or alcohol into the Transitional

1 Residential Homes. Each case shall be individually assessed.

2 YOUNG ADULT caught taking drugs or alcohol may be subject to a program
3 violation or discharge from the program. The policy may be implemented at the
4 discretion of the TPS Program Manager and SSA.

5 8.15.3 YOUNG ADULTs may not smoke within twenty (20) feet from an
6 exterior door of the TFC premises and Transitional Residential Homes.

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

10 8.16 Decorating:

11 8.16.1 YOUNG ADULT is required to obtain the permission of the
12 Case Manager before decorating their room.

13 8.16.2 All décor must be appropriate and must not contain, for
14 example, obscenities, vulgar content, and/or gang-related material.

15 8.17 Noise Level:

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

19 8.18 Dating:

20 8.18.1 YOUNG ADULT will be responsible for his/her own dating.

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

23 8.19 Vehicles:

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

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1 8.19.2 Failure to follow these vehicle rules shall be grounds for
2 termination from the program.

3 8.20 Use of Utilities & Telephone:

4 8.20.1 All Transitional Residential Homes will contain a
5 telephone, and be supplied with utilities, including water, electricity, and
6 heating.

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

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

13 8.21 Ground rules for termination:

14 CONTRACTOR shall ensure YOUNG ADULTs receive written and verbal
15 ground rules for termination from the program.

16 9. CONTRACTOR RESPONSIBILITIES

17 CONTRACTOR shall provide the following basic needs requirements:

18 9.1 Housing Allocation:

19 9.1.1 On a monthly basis, CONTRACTOR shall allocate funds to
20 provide YOUNG ADULT with housing, to include rent and utilities,
21 transportation, purchase of food, cleaning supplies, clothing, telephone and
22 other necessities as set forth in Paragraph 19, Budget, of this Exhibit A.

23 9.2 Personal Needs:

24 9.2.1 CONTRACTOR shall provide groceries for meals and snacks
25 that YOUNG ADULT can prepare. Grocery shopping shall include participation by
26 YOUNG ADULTs.

27 9.2.2 CONTRACTOR shall furnish personal care items, including
28 but not limited to toothpaste, toothbrush, soap, hair care items and hygienic

1 supplies. Personal items shall be the property of each YOUNG ADULT and shall
2 be retained by YOUNG ADULT upon ending participation.

3 9.2.3 CONTRACTOR shall furnish sufficient number of clean fresh
4 towels, mattress pads, pillows, sheets and blankets to ensure cleanliness and
5 warmth.

6 9.2.4 All YOUNG ADULTs shall take their clothing with them when
7 participation ends. If this is not possible, all clothing shall immediately
8 be stored separately and securely for each individual YOUNG ADULT by
9 CONTRACTOR for a period of thirty (30) days.

10 9.3 Safeguards for Cash Resources, Personal Property and
11 Valuables:

12 9.3.1 In accordance with CCR Section 80026, Division 6, Title
13 22, CONTRACTOR shall assist each YOUNG ADULT in keeping cash resources,
14 personal property and valuables separate and intact. CONTRACTOR shall
15 maintain accurate records of such resources.

16 9.3.2 In the event that YOUNG ADULT is employed, CONTRACTOR
17 shall assist YOUNG ADULT in setting up an interest bearing Federal Deposit
18 Insurance Corporation (FDIC) or Federal Savings and Loan Insurance Corporation
19 (FSLIC) savings account to the satisfaction of YOUNG ADULT.

20 9.3.3 CONTRACTOR shall provide a stipend of a minimum of fifty
21 dollars (\$50) a month to each YOUNG ADULT for food and other necessities.

22 9.3.4 In the event that CONTRACTOR requires YOUNG ADULT to pay a
23 portion of the rent, CONTRACTOR shall deposit YOUNG ADULT's contribution into
24 a savings account to the satisfaction of YOUNG ADULT as referenced in
25 Subparagraph 9.3.2 above. YOUNG ADULT's portion of the rent shall not exceed
26 thirty (30) percent of YOUNG ADULT's income.

27 9.3.5 YOUNG ADULT's funds shall not be commingled with
28 CONTRACTOR's funds or petty cash and shall be released in full to YOUNG ADULT

1 upon exiting the Transitional Residential Homes Program.

2 10. BEHAVIORAL HEALTH SERVICES

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

6 10.1 Evaluation to identify the level of YOUNG ADULT's mental health
7 needs and the appropriate level of treatment and rehabilitation.

8 10.2 Case Management of mental health or substance abuse services.

9 10.3 Treatment and rehabilitation services with a focus on counseling
10 to overcome the barriers to obtaining and retaining employment in coordination
11 with the YOUNG ADULT's TILP.

12 11. DISCIPLINE POLICIES

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

15 11.1 Visitor restrictions.

16 11.2 More frequent meetings with CONTRACTOR staff, TPSP Liaison, or ASW
17 to develop an intervention plan.

18 11.3 ADMINISTRATOR shall determine appropriate disciplinary action when
19 behavioral consequences beyond standard interventions are required.

20 11.4 Termination from the program.

21 12. TERMINATION POLICIES

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

25 12.1 Failure to follow the Program rules or agreements.

26 12.2 Involvement in illegal activities (e.g., use of alcohol, drugs,
27 theft, assault, etc.).

28 12.3 Destruction of property.

1 12.4 Participation in high risk or unsafe behavior.

2 12.5 Continual misuse of allowance or personal money without signs of
3 growth.

4 12.6 Violation of visitation policy.

5 12.7 Making threats of any nature to staff or other YOUNG ADULTs in the
6 Program.

7 12.8 AWOL from the Transitional Residential Homes.

8 12.9 Committing arson.

9 12.10 Administrative termination where YOUNG ADULT's services are
10 suspended due to administrative action (i.e. court decision, etc.).

11 12.11 Lack of progress towards meeting TILP goals, with the concurrence
12 of the TPSP Liaison or ASW. The decision of the TPSP Liaison or ASW regarding
13 termination of YOUNG ADULT from the program shall be binding on CONTRACTOR.

14 12.12 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 13. REPORTING REQUIREMENTS

19 13.1 Intake Summary:

20 13.1.1 CONTRACTOR shall prepare an Intake Summary on each YOUNG
21 ADULT to be maintained in the YOUNG ADULT's case file. The Intake Summary
22 shall include, but not be limited to, identification of YOUNG ADULT's
23 strengths; medical and dental needs; psychological/psychiatric evaluations
24 obtained; case staffing review summaries; education assessments; peer
25 adjustment; relationship to staff; involvement in recreation programs;
26 behavioral challenges; and involvement/relationship with parents, relatives,
27 and significant others. The collected information shall be used to aid in
28 proper resource referrals for YOUNG ADULT and provide data for ADMINISTRATOR

1 and/or Probation Department.

2 13.1.2 The Intake Summary shall be completed within thirty (30)
3 days of YOUNG ADULT's start in the THP+ program at the Tustin Family Campus.

4 13.2 Needs and Service Plan:

5 13.2.1 CONTRACTOR shall develop a Needs and Service Plan in
6 partnership with all YOUNG ADULT's treatment providers, including the TPSP
7 Liaison, ASW, Deputy Probation Officer (DPO) or Parole Agent.

8 13.2.2 The Needs and Service Plan for each YOUNG ADULT shall
9 identify the participant's service requirements and services required to
10 address the requirements.

11 13.2.3 The Needs and Service Plan shall be completed within
12 thirty (30) calendar days of the YOUNG ADULT's start in the THP+ program at
13 the Tustin Family Campus.

14 13.3 Monthly Evaluation:

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

20 13.3.1 Progress of the seven (7) focus areas addressed in
21 Subparagraph 14 of Exhibit A of this Agreement.

22 13.3.2 Progress toward accomplishing long-range goal(s), short-
23 term objectives, and tasks.

24 13.3.3 Identification of YOUNG ADULT's unmet needs, assessment
25 of unmet needs and efforts made to meet these needs.

26 13.3.4 Reassessment of YOUNG ADULT's adjustment to the THP+
27 program.

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1 13.3.5 Current status of YOUNG ADULT's physical and
2 psychological health. A report of medical care received and medication given.

3 13.3.6 Modification of YOUNG ADULTS's TILP, as necessary.

4 13.3.7 A record of any serious behavioral problems and how these
5 problems were/are being treated, as well as YOUNG ADULT's response(s).

6 13.3.8 A record of conferences and visits, the contacts with
7 relatives and friends, and any significant others as it relates to permanency
8 connections.

9 13.3.9 CONTRACTOR shall also make available to YOUNG ADULT's
10 TPSP Liaison or ASW, copies of any pertinent information such as school
11 reports, medical reports and psychological/psychiatric reports as completed.

12 13.4 Quarterly Performance Report:

13 CONTRACTOR shall provide a quarterly report of YOUNG ADULT's
14 performance relative to his/her goals, strategies and outcomes identified in
15 Paragraph 14 below. Report shall be submitted to the TPSP Liaison in a format
16 approved by SSA.

17 13.5 Termination Summary:

18 CONTRACTOR shall include a closing summary of all issues regularly
19 reported in the monthly evaluation, including records relating to treatment of
20 the YOUNG ADULT, any monies (i.e., savings) owed to YOUNG ADULT, and an
21 inventory of YOUNG ADULT's personal belongings and clothing. The YOUNG ADULT
22 shall sign the Termination Summary in agreement for the identification of
23 personal belongings and clothing taken from the facility.

24 13.6 Serious Illness, Accident/Injury, Hospitalization or Death:

25 13.6.1 CONTRACTOR shall immediately notify ADMINISTRATOR by
26 telephone (voicemail is not acceptable) upon becoming aware of any serious
27 illness, accident/injury, hospitalization or death of any YOUNG ADULT in
28 CONTRACTOR's care. This verbal report shall be followed by a written Special

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

3 13.6.2 The verbal and written report shall include, but not be
4 limited to:

5 13.6.2.1 The name of YOUNG ADULT and date of birth;

6 13.6.2.2 The date, time, and location of serious illness,
7 accident/injury, hospitalization or death;

8 13.6.2.3 The program under which YOUNG ADULT was
9 receiving treatment; and

10 13.6.2.4 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 13.6.2.5 CONTRACTOR shall comply with the "Special
14 Incident Reporting Guidelines for Residential Facilities" developed by
15 ADMINISTRATOR and the Probation Department, and incorporated herein by
16 reference, as it currently exists or may hereafter be amended.

17 13.7 Absence:

18 13.7.1 An authorized absence of twenty-four (24) hours or more is
19 one upon which the YOUNG ADULT's TPSP Liaison, ASW, DPO, or Parole Agent and
20 CONTRACTOR have mutually agreed.

21 13.7.2 In the case of any other absence, CONTRACTOR shall
22 immediately telephone TPSP Liaison, ASW, DPO or Parole Agent. The TPSP
23 Liaison, ASW, DPO or Parole Agent will receive written notification from
24 CONTRACTOR within twenty-four (24) hours thereafter

25 13.7.3 If YOUNG ADULT returns voluntarily, CONTRACTOR shall
26 immediately notify the TPSP Liaison, ASW, DPO or Parole Agent.

27 13.7.4 CONTRACTOR shall provide an evaluation for YOUNG ADULT
28 emphasizing the significance of their absence following the YOUNG ADULT's

1 return. All discussion resulting from the evaluation will be documented in
2 the YOUNG ADULT's record.

3 13.7.5 CONTRACTOR shall maintain records of authorized and
4 unauthorized absences in YOUNG ADULT's record.

5 13.7.6 CONTRACTOR shall immediately notify ADMINISTRATOR once
6 YOUNG ADULT has been out of the Transitional Residential Homes for more than
7 twenty-four (24) hours.

8 13.8 Special Incidents:

9 13.8.1 CONTRACTOR shall immediately telephone TPSP Liaison and
10 the TPSP Program Manager or designee, if any of the following occurs:

11 13.8.1.1 Any behavior or activities by any YOUNG ADULT
12 which substantially disrupts activities within the Transitional Residential
13 Homes and/or TFC facility and jeopardizes the status, safety, and health of
14 YOUNG ADULTS placed by COUNTY;

15 13.8.1.2 Any behavior or activities by staff while on
16 duty which substantially disrupts activities within the Transitional
17 Residential Homes and jeopardizes the status, safety or health of YOUNG ADULT
18 referred by COUNTY;

19 13.8.1.3 Any other behavior or activity by YOUNG ADULT
20 or staff not listed above, which is required to be reported to COUNTY.

21 13.8.1.4 This verbal report shall be followed by the
22 submission of a Special Incident Report as described in Subparagraph 13.6
23 above, via facsimile, to TPSP Liaison, and within two (2) calendar days of the
24 incident, via the SIR Fax line at (714) 940-3961 [Children and Family Services
25 (CFS)] and (714) 935-7725 (Probation Department).

26 13.9 Resident Population:

27 13.9.1 CONTRACTOR shall report statistical data regarding its
28 resident population to ADMINISTRATOR as requested by ADMINISTRATOR.

1 13.9.2 CONTRACTOR shall provide information deemed necessary by
2 ADMINISTRATOR to complete any State-required reports related to the services
3 provided under this Agreement.

4 13.9.3 CONTRACTOR shall maintain records and submit reports
5 containing such data and information regarding the performance of CONTRACTOR's
6 services, costs or other data relating to this Agreement as may be requested
7 by ADMINISTRATOR, upon a form approved by ADMINISTRATOR.

8 14. ASSESSMENT/OUTCOME AND EVALUATION

9 14.1 Upon acceptance into THP+, each YOUNG ADULT shall be evaluated
10 using an assessment tool as prescribed by the TPSP Liaison.

11 14.2 CONTRACTOR shall track and evaluate YOUNG ADULT's progress on a
12 monthly basis measuring the following seven (7) key focus areas as outcomes to
13 determine individual Program effectiveness using the Efforts to Outcomes (ETO)
14 database. ADMINISTRATOR will provide CONTRACTOR personnel with initial
15 training in the use of the ETO as necessary to comply with the requirements of
16 this Agreement.

17 14.2.1 K-12 Education

18 14.2.2 Post Secondary Education and Training

19 14.2.3 Housing

20 14.2.4 Employment and Career Development

21 14.2.5 Financial Literacy and Competency

22 14.2.6 Personal/Social Asset Development, and

23 14.2.7 Young Adult and Family Permanence

24 14.3 CONTRACTOR shall track and evaluate the success of YOUNG ADULTS
25 every six (6) months for two (2) years using the Ansell-Casey Life Skills
26 Assessments or the Child Welfare League Positive Youth Development evaluation
27 by asking YOUNG ADULTS to answer questions regarding the seven (7) key focus
28 listed in Subparagraph 14.2.

1 14.4 CONTRACTOR shall offer incentives to YOUNG ADULTS to participate
2 in the post-evaluation. Incentives shall be mutually determined by CONTRACTOR
3 and ADMINISTRATOR or Probation Department.

4 15. GOALS, STRATEGIES AND OUTCOMES

5 15.1 The goal of THP+ is to assist YOUNG ADULTS in developing skills,
6 setting goals, and achieving outcomes that will enable them in becoming self-
7 sufficient adults; and to assist YOUNG ADULTS in obtaining housing that will
8 integrate them into the community.

9 15.2 The strategies of THP+ will include developing appropriate
10 services, resources and a supportive environment; engaging YOUNG ADULTS in job
11 development/training, education, personal permanency, and financial awareness;
12 and developing appropriate opportunities to learn and build the structure
13 required to live independently.

14 15.3 CONTRACTOR shall meet the following outcomes during the term of
15 this Agreement:

16 15.3.1 Eighty percent (80%) of YOUNG ADULTS will attend
17 vocational assessment and job readiness training.

18 15.3.2 Eighty percent (80%) of YOUNG ADULTS will attain the
19 educational goal outlined in their TILP plan as established upon entering the
20 Program.

21 15.3.3 Fifty percent (50%) of YOUNG ADULTS will obtain and retain
22 employment for a minimum of thirty (30) days.

23 15.3.4 Eighty percent (80%) of YOUNG ADULTS will establish a
24 permanent personal connection (i.e., family, non-related friend, mentor).

25 15.3.5 Eighty-five percent (85%) of YOUNG ADULTS will have
26 developed and put into a savings account thirty percent (30%) of their income
27 on an ongoing basis.

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1 15.4 ADMINISTRATOR may, in its sole discretion, require changes to the
2 goals stated in Subparagraph 15.1 above, in accordance with any changes in law
3 and/or State policy or regulation.

4 16. CASE RECORDS

5 16.1 CONTRACTOR shall maintain a physical case record (hard copies).
6 The content of the physical case records must be in a format approved by
7 ADMINISTRATOR. The physical case record shall contain any documentation not
8 included in the ETO internet-based information system.

9 16.2 Information in case records shall be treated as confidential and
10 released only to ADMINISTRATOR as required, or to others upon approval of
11 ADMINISTRATOR.

12 16.3 Items in the physical case records may include, but are not
13 limited to, the following:

14 16.3.1 The TILP and THP+ Plan and amendments.

15 16.3.2 Placement agreement.

16 16.3.3 Intake Summary.

17 16.3.4 Needs and Services Plan.

18 16.3.5 Social history report.

19 16.3.6 Documentation of all services provided, including contacts
20 with and on behalf of YOUNG ADULT and general observations.

21 16.3.7 Documentation of community organizations working with the
22 YOUNG ADULT.

23 16.3.8 Child care arrangements/documentation.

24 16.3.9 Documentation/justification for supportive services.

25 16.3.10 Documentation of hours of participation.

26 16.3.11 Documentation regarding any cooperation issues and cause
27 determinations.

28 16.3.12 Attendance and progress reports.

- 1 16.3.13 Family connections.
- 2 16.3.14 Employment information and employment retention tracking.
- 3 16.3.15 Documentation of changes in earnings.
- 4 16.3.16 Standard release forms as needed for collateral contacts.
- 5 16.3.17 Documentation of language needs and how they were
- 6 resolved, as applicable.
- 7 16.3.18 Copies of rights and responsibilities, and other forms and
- 8 documents required in Program procedures.
- 9 16.3.19 Medical verifications, as applicable.
- 10 16.3.20 Monthly Evaluations.
- 11 16.3.21 Quarterly Performance report.
- 12 16.3.22 YOUNG ADULT's financial information, including revenues
- 13 and disbursements for clothing and material provided by COUNTY and signed for
- 14 by YOUNG ADULT; wages and other incomes; and allowances received by and signed
- 15 for by YOUNG ADULT.
- 16 16.3.23 Diagnostic studies.
- 17 16.3.24 Report of interviews with YOUNG ADULT.
- 18 16.3.25 Progress notes, schools performance and employment
- 19 attainment and progress
- 20 16.3.26 Special Incident Reports (SIR).
- 21 16.3.27 Clinical notes on services provided by treatment
- 22 professionals.
- 23 16.3.28 Medical/dental records of visits/treatment.

24 16.4 Upon termination of YOUNG ADULT's participation, CONTRACTOR shall

25 return all original records furnished by COUNTY to TPSP Liaison, ASW, or DPO,

26 upon request, within thirty (30) days after YOUNG ADULT's termination.

27 17. REMOVAL OF YOUNG ADULT

28 17.1 Notwithstanding any other provision of this Agreement, COUNTY may,

1 in its sole discretion, require the removal, with or without stating cause, of
2 any YOUNG ADULT participating in THP+ at any time.

3 17.2 Except in an emergency as defined in Subparagraph 8.6 of Exhibit A
4 of this Agreement, no YOUNG ADULT shall be removed from the Transitional
5 Residential Homes without prior authorization from YOUNG ADULT's TPSP Liaison
6 or ASW.

7 18. CASE NARRATIVES

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

13 18.1 Date referral is received, assessment of service needs, actions
14 taken, and status of referrals;

15 18.2 Overall plan for YOUNG ADULT, outcomes, and follow-up dates
16 arranged during contact;

17 18.3 Weekly participation hours;

18 18.4 Complete and accurate descriptions of the case activity;

19 18.5 Issues related to the YOUNG ADULT's progress toward the
20 established TILP; and

21 18.6 The closing narrative shall include date and reason for the
22 termination, incomplete actions and reasons, actions to be taken upon
23 termination.

24 19. BUDGET

25 19.1 The budget for services provided pursuant to this Agreement is set
26 forth as follows:

27 LINE ITEMS

28 Administrative Cost ⁽¹⁾ \$2,320.00
Service Costs ⁽²⁾ \$ 728.00

Housing Expenses ⁽³⁾	\$ 600.00
Monthly Allowance for Household Items ⁽⁴⁾	<u>\$ 50.00</u>
Maximum Monthly Obligation per Young Adult	\$3,698.00

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

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

⁽³⁾ Housing Expenses to include rent and utilities.

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

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

20. MEDICAL COSTS

20.1 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.

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

20.3 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). Moved from boilerplate

21. MEETINGS

CONTRACTOR shall attend the following meetings scheduled by ADMINISTRATOR:

21.1 Case Review Conferences:

21.1.1 CONTRACTOR shall conduct a monthly Case Review Conference

1 to present and review the progress of participating YOUNG ADULTS and services
2 provided to YOUNG ADULTS with CONTRACTOR's direct service staff, TPSP Liaison,
3 ASW and supervisors and/or ADMINISTRATOR. Topics to be discussed may include
4 but are not limited to, YOUNG ADULTS' dynamics, case challenges, successful
5 strategies for service delivery, resources utilized, and outcomes.

6 21.1.2 CONTRACTOR agrees that all CONTRACTOR's direct staff
7 shall attend these meetings. ADMINISTRATOR may attend CONTRACTOR's Case
8 Review Conference meetings on a quarterly basis, with CONTRACTOR's staff, to
9 provide consultation and assistance in monitoring and determining the focus of
10 the programmatic services provided under this Agreement.

11 21.2 CONTRACTOR shall attend initial training conducted by COUNTY staff
12 with respect to CFS regulations and COUNTY policies and procedures. CONTRACTOR
13 shall be required to attend any additional training(s) that COUNTY determines
14 to be mandatory. CONTRACTOR shall conduct subsequent training(s) for its
15 staff.

16 22. FACILITIES

17 22.1 CONTRACTOR shall provide transitional residential services to up
18 to fourteen (14) YOUNG ADULTS placed in the Transitional Residential Homes and
19 accommodations for staff at:

20 Tustin Family Campus
21 15405 Lansdowne Road
Tustin, CA 92710

22 22.2 The Transitional Residential Homes living unit shall remain
23 locked; however, YOUNG ADULTS will be issued key cards so that they may enter
24 or leave at any time.

25 22.3 CONTRACTOR shall maintain the Transitional Residential Homes in a
26 manner which shall ensure the well-being, protection, health, safety, and
27 comfort of each YOUNG ADULT. Each YOUNG ADULT shall be afforded a reasonable
28 degree of privacy.

1 23. HANDLING COMPLAINTS

2 23.1 CONTRACTOR shall develop, operate, and maintain procedures for
3 receiving, investigating and responding to provider and participant
4 complaints, including Civil Rights complaints, requests for COUNTY reviews,
5 negative comments and other complaints relating to the TFC.

6 23.2 CONTRACTOR shall maintain a log for identification and response to
7 participants' complaints. When complaints cannot be resolved informally, a
8 system of follow-through shall be instituted which adheres to formal plans for
9 specific actions and strict time deadlines. Responses to complaints shall
10 occur within two (2) business days.

11 23.3 For Civil Rights complaints, refer to Subparagraph 10.6.2 of this
12 Agreement.

13 23.4 CONTRACTOR shall identify issues with potential legal
14 implications, and review any such cases with designated COUNTY staff prior to
15 responding to the complaints.

16 23.5 CONTRACTOR shall provide to the COUNTY, in a form approved by the
17 COUNTY, information pertaining to complaints, as well as the CONTRACTOR's
18 response to any complaints as described above within ten (10) business days of
19 the complaint. CONTRACTOR shall provide a summary of all complaints and/or
20 negative comments as prescribed and on a format approved by COUNTY.
21 Complaints include, but are not limited to, complaints from clients, other
22 contract service providers, community organizations, and the public.

23 24. OUTSIDE CONTACTS

24 CONTRACTOR shall immediately inform ADMINISTRATOR of any inquiry from an
25 elected official, their representative, participant advocate, or the press, and
26 immediately provide information in order to permit ADMINISTRATOR to respond.

27 Consult with ADMINISTRATOR prior to initiating contact with a participant
28 advocate or the press.

1 Inform ADMINISTRATOR prior to initiating contact with an elected official
2 or their representative.

3 25. QUALITY CONTROL

4 During the term of this Agreement, CONTRACTOR shall establish and utilize
5 a comprehensive Quality Control Plan, on a format approved by COUNTY, to
6 monitor the level of program service and quality. The Quality Control Plan
7 shall be updated and resubmitted for COUNTY approval when changes occur. The
8 Quality Control Plan shall include, but not be limited to, the following:

9 25.1 The method for ensuring the services, deliverables, and
10 requirements defined in this Agreement are being provided at or above the
11 COUNTY's level of quality;

12 25.2 The method for assuring that the professional staff rendering
13 services under the contract have the necessary qualifications;

14 25.3 The method for identifying and preventing deficiencies in the
15 quality of service as defined by COUNTY policy;

16 25.4 The method for providing COUNTY with a copy of CONTRACTOR's case
17 reviews, a clear description of, and corrective action taken, to resolve
18 identified problems;

19 25.5 Items/areas to be inspected on either a scheduled or unscheduled
20 basis, how often inspections will be accomplished, and the title of the
21 individual(s) who will perform the inspections;

22 25.6 Specific methods for identifying and preventing deficiencies in
23 the quality of service performed, before the level of performance becomes
24 unacceptable,

25 25.7 Maintenance of a file of all inspections conducted by CONTRACTOR
26 and, if necessary, the corrective action taken; and

27 25.8 Method for continuing services in the event of a strike by the
28 CONTRACTOR's employees or a natural disaster.

1 26. BUSINESS CONTINUITY PLAN

2 26.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)
3 that identifies how CONTRACTOR will continue to provide services after a
4 business interruption, including, but not limited to, a strike by CONTRACTOR's
5 employees or a natural disaster. The BCP will include a Disaster Preparedness
6 and Response Plan and will be submitted to COUNTY within thirty (30) days of
7 the commencement of this Agreement. The BCP shall be reviewed, updated, and
8 resubmitted to COUNTY as changes occur.

9 26.2 The Disaster Preparedness and Response Plan shall include, but not
10 be limited to, the following:

11 26.2.1 Evacuation protocols and procedures that include
12 CONTRACTOR's responsibility for the safety, relocation, and tracking of all
13 participants in its care during any disaster event.

14 26.2.2 Notification to be made to ADMINISTRATOR with regard to
15 participants' welfare, including the provision of on-site emergency contact
16 information.

17 26.2.3 Provisions for maintaining court ordered services during a
18 disaster.

19 26.2.4 Protection and recovery of participants' records.

20 26.2.5 Provision of crisis-response services to participants such
21 as crisis counseling, medical needs, both through the provision of prescribed
22 medications, or through the provision of emergency medical services.

23 26.2.6 Disaster response training for staff.

24 26.2.7 Maintenance and review of plan at regular intervals.

25 27. CONTRACTOR PERFORMANCE MONITORING

26 27.1 The CONTRACTOR's performance will be monitored and reviewed by
27 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of the
28 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in

1 providing the information necessary for performance monitoring.

2 27.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
3 CONTRACTOR's performance, including, but not be limited to, the following:

4 27.2.1 ADMINISTRATOR will inspect CONTRACTOR's cases and
5 applicable data reports to ensure compliance with the outcome objectives;

6 27.2.2 Random sampling of Program activities including a review
7 of case files each month;

8 27.2.3 Activity checklists and random observations;

9 27.2.4 Inspection of output items on a periodic basis as deemed
10 necessary;

11 27.2.5 COUNTY computer data system reports;

12 27.2.6 Participant complaints and/or participant questionnaires;
13 and

14 27.2.7 Service provider complaints or reports.

15 27.3 When it is determined that services were not performed in
16 accordance with this Agreement and/or COUNTY policies during the review
17 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall,
18 within the time period specified in any such corrective action plan, remedy
19 the performance defects.

20 27.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
21 information necessary for performance monitoring, and with authorized State or
22 Federal representatives who may audit Program services.

23 27.5 Performance evaluation meetings will be conducted as deemed
24 necessary by ADMINISTRATOR.

25 28. STAFF

26 28.1 All direct service positions are required to have the ability to
27 speak, read and write in English, and in the specified language, (i.e. Spanish
28 or Vietnamese) in which services are to be delivered. At a minimum,

1 CONTRACTOR shall provide translation services for all languages as needed to
2 ensure all participants are provided services in the language they speak.
3 Additionally, all direct services staff shall have the ability to prepare
4 clear, complete and concise reports in English.

5 28.2 CONTRACTOR's direct service staff shall not live on the site, but
6 will use the office space that is available.

7 28.3 CONTRACTOR's staff shall respect the cultural diversity of each
8 YOUNG ADULT served and provide culturally sensitive direct service employees,
9 as described in Subparagraph 3.4 of this Agreement.

10 28.4 Case Manager staff shall be available on a twenty-four (24) hours
11 basis for crisis intervention and support, which shall include providing each
12 YOUNG ADULT with a twenty-four (24) hour emergency telephone number to assist
13 the YOUNG ADULT in living independently.

14 28.5 CONTRACTOR shall provide direct service staff with a minimum of
15 one (1) hour of individual supervision per week, four (4) hours of group
16 supervision per month, and ensure that they complete six (6) hours of training
17 per quarter in child abuse and adolescent issues and other topics related to
18 Program delivery.

19 28.6 CONTRACTOR shall provide ongoing staff training and assistance to
20 its staff to ensure that all assignments are effectively handled.

21 28.7 CONTRACTOR shall provide staff training in understanding cultural
22 differences among YOUNG ADULTS to ensure that staff recognize and effectively
23 intervenes to overcome any language and/or cultural barriers to employment
24 that may be evident.

25 28.8 CONTRACTOR shall provide a training program designed to educate
26 employees who work directly with YOUNG ADULTS about the characteristics of
27 THP+ participants. The training shall be designed to ensure that these
28 employees are able to adequately supervise and counsel YOUNG ADULTS and

1 provide them with ILS training.

2 28.9 CONTRACTOR shall employ staff that serve as role models and
3 support to YOUNG ADULTS.

4 28.10 CONTRACTOR shall maintain a log of in-house training activities
5 and participants. This log shall be made available to the ADMINISTRATOR upon
6 request.

7 CONTRACTOR shall provide the following described Full Time Equivalent
8 (FTE) staff positions:

9 28.11 One (1) FTE Program Supervisor

10 Duties:

11 28.11.1 Recruit, hire and train staff.

12 28.11.2 Conduct interview and screening of referred YOUNG
13 ADULT.

14 28.11.3 Provide weekly and monthly supervision.

15 28.11.4 Conduct on-going staff evaluations.

16 28.11.5 Submit all reports as requested by ADMINISTRATOR.

17 28.11.6 Be on-call twenty-four (24) hours a day.

18 28.11.7 Maintain collaborative relationships with outside
19 partner agencies, County staff, and TFC contracted service providers.

20 Qualifications:

21 Master's degree in social work, psychology, counseling or
22 related field; and one (1) to two (2) years of progressively responsible
23 social work casework experience in a public or private organization. Must be
24 at least twenty-one (21) years of age. Must possess a valid California
25 driver's license with proof of insurance, a basic understanding of adolescent
26 and child abuse issues, and experience in assigning and monitoring of other's
27 work.

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1 28.12 Seven (7) FTE Case Managers:

2 The Case Manager staff shall be scheduled to provide awake
3 supervision 24 hours per day, seven days per week. The work shifts shall be
4 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.
5 The Case Manager shall be responsible for performing the following duties:

6 28.12.1 Participate in program development.

7 28.12.2 Facilitate application and intake process.

8 28.12.3 Assist YOUNG ADULTS through the move-in and
9 orientation process.

10 28.12.4 Attend weekly THP+ staff meeting and community
11 building THP+ participant meetings.

12 28.12.5 Facilitate monthly support group meetings.

13 28.12.6 Implement YOUNG ADULTS treatment plans as devised
14 by the team.

15 28.12.7 Support each YOUNG ADULT in developing and meeting
16 the TILP goals.

17 28.12.8 Coordinate the transportation of each YOUNG ADULT
18 to medical appointments and any emergencies as needed.

19 28.12.9 Maintain accurate records and reports on a daily
20 basis (i.e., intake information, personal logs, treatment notes, staff
21 communication log, termination assessment, incident and runaway reports,
22 behavioral health contacts).

23 28.12.10 Match YOUNG ADULT with a mentor when appropriate.

24 28.12.11 Supervise mentors.

25 28.12.12 Coordinate medical and dental needs of YOUNG ADULT.

26 28.12.13 Be on-call twenty-four (24) hours a day.

27 28.12.14 Coordinate after-care support for YOUNG ADULTs.

28 28.12.15 Maintain frequent and consistent contact with

1 representatives of all involved agencies.

2 Qualifications:

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

8 28.13 (.50 FTE) Administrative Assistant

9 Duties:

10 28.13.1 Answer phones.

11 28.13.2 Maintain office equipment.

12 28.13.3 Stock office supplies.

13 28.13.4 Assist staff as needed.

14 Qualifications:

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

17 28.14 (1.00 FTE) Education Specialist

18 Duties:

19 28.14.1 Meet with all YOUNG ADULTs who need educational
20 guidance.

21 28.14.2 Follow up on a monthly basis to advise and monitor
22 YOUNG ADULT's progress.

23 28.14.3 Partner with foster youth services and the
24 educational system to ensure that YOUNG ADULTs pursuing a High School diploma,
25 GED, or High School Proficiency Certificate are receiving the support they
26 need to succeed.

27 28.14.4 Provide technical assistance with college or post-
28 secondary education applications, enrollment processes, financial aide,

1 scholarships, etc.

2 28.14.5 Organize school tours and interviews.

3 28.14.6 Maintain accurate records and reports on a daily
4 basis (i.e., educational needs, follow up services, achievements, etc.).

5 28.14.7 Maintain frequent and consistent contact with
6 representatives of all involved agencies.

7 Qualifications:

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

13 28.15 (1.00 FTE) Employment Specialist

14 Duties:

15 28.15.1 Assist YOUNG ADULTs with job readiness training and
16 support including linkages to Workforce Investment Act partners, One-Stop
17 Centers, mentor programs, and other appropriate employment resources.

18 28.15.2 Assist YOUNG ADULTs in obtaining employment and
19 build their employment skills in order to retain their jobs.

20 28.15.3 Coach YOUNG ADULTs on job applications, resume, and
21 interviewing skills.

22 28.15.4 Identify any barriers to employment and evaluate
23 the need for referrals to other service providers in the community.

24 28.15.5 Monitor progress and maintain accurate records and
25 reports as needed (i.e., training sessions, interviews, hours worked, etc.)

26 Qualifications:

27 28.15.6 Bachelor's degree in social work, psychology, human
28 services or related field with one (1) to two (2) years' experience in working

1 in a human services field. Must be at least twenty-one (21) years of age.
2 Must possess a valid California driver's license with proof of insurance, must
3 possess a basic understanding of adolescent and child abuse issues.

4 28.16 (.25 FTE) Bookkeeper/Accounting Clerk

5 Duties:

6 28.16.1 Prepare accounting summaries of contract
7 expenditures at month-end.

8 28.16.2 Prepare bi-weekly payroll from approved time sheets
9 to payroll supervisor.

10 28.16.3 Obtain contract billing information from Program
11 Supervisor and prepare monthly claims for reimbursement from COUNTY.

12 28.16.4 Prepare accounts receivables for Chief Accountant.

13 28.16.5 Prepare the payable checks from approved invoices
14 and present for signature.

15 28.16.6 Prepare signed checks for mailing to vendors.

16 28.16.7 Prepare other bookkeeping functions as directed by
17 Chief Accountant.

18 Qualifications:

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

24 28.17 Adult Mentor (Volunteer)

25 Duties:

26 20.5.1 Participate in a volunteer training and pass
27 background check through a criminal clearance, child abuse index check,
28 Department of Motor Vehicles clearance, and must provide two (2) references

1 prior to having any contact with YOUNG ADULT.

2 20.5.2 Assist YOUNG ADULT with building community
3 relationships.

4 Qualifications:

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

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