

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF FOSTER FAMILY AGENCY SERVICES

This AGREEMENT, entered into this 1st day of _____, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and _____, licensed as a "Foster Family Agency", 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 Foster Family Agency Services to increase available Resource Family Approval (RFA) Home; 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 Welfare and Institutions Code Sections 16501.1(c)(1), 11400(v)(2); and California Department of Social Services Manual of Policies and Procedures, Section 11-403:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

TABLE OF CONTENTS

1	1.	TERM	4
2	2.	ALTERATION OF TERMS	4
3	3.	STATUS OF CONTRACTOR	4
4	4.	DEFINITIONS	5
5	5.	DESCRIPTION OF SERVICES AND STAFFING	11
6	6.	LICENSES AND STANDARDS	11
7	7.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	12
8	8.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	14
9	9.	NON-DISCRIMINATION	15
10	10.	NOTICES	18
11	11.	NOTICE OF DELAYS	19
12	12.	INDEMNIFICATION	19
13	13.	INSURANCE	19
14	14.	NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS	24
15	15.	CONFLICT OF INTEREST	25
16	16.	ANTI-PROSELYTISM PROVISION	25
17	17.	SUPPLANTING GOVERNMENT FUNDS	25
18	18.	BREACH SANCTIONS	26
19	19.	PAYMENTS - FFA GENERAL SERVICES	26
20	20.	PAYMENTS - COMPLETED PYSCHOSOCIAL ASSESMENT	27
21	21.	OVERPAYMENTS	30
22	22.	OUTSTANDING DEBT	31
23	23.	RECORDS, INSPECTIONS, AND AUDITS	31
24	24.	PERSONNEL DISCLOSURE	33
25	25.	EMPLOYMENT ELIGIBILITY VERIFICATION	36
26	26.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	36
27	27.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	37
28	28.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	37
29	29.	CONFIDENTIALITY	38
30	30.	SECURITY	39
31	31.	COPYRIGHT ACCESS	41
32	32.	WAIVER	41
33	33.	PETTY CASH	42
34	34.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA	42
35	35.	REFERRALS	43
36	36.	REPORTS	43
37	37.	ENERGY EFFICIENCY STANDARDS	43
38	38.	ENVIRONMENTAL PROTECTION STANDARDS	44
39	39.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	44
40	40.	POLITICAL ACTIVITY	46
41	41.	TERMINATION PROVISIONS	46
42	42.	GOVERNING LAW AND VENUE	47
43	43.	SIGNATURE IN COUNTERPARTS	48

EXHIBIT A

1.	POPULATION TO BE SERVED	1
2.	GOAL	1
3.	SERVICES	1
4.	CHILD AND FAMILY TEAM (CFT)	8
5.	BASIC NEEDS	8
6.	SPECIAL OR UNPLANNED INCIDENTS	12
7.	REMOVAL, TRANSFER, AND/OR RESPITE OF FOSTER CHILD/NMD	14
8.	RECRUITMENT OF RESOURCE PARENTS	15
9.	CONTRACTOR'S PROGRAM STATEMENT	15
10.	NEEDS AND SERVICES PLAN	15
11.	SMOKE FREE ENVIRONMENT	16
12.	FACILITIES	16
13.	CONTRACT ADMINISTRATION	17
14.	ADDITIONAL RESPONSIBILITIES	17
15.	FOSTER CHILD/NMD'S CASE RECORDS	19
16.	REPORTS	20
17.	CONFLICT RESOLUTION	23
18.	CONTRACTOR'S STAFF	23

EXHIBIT B

1.	POPULATION TO BE SERVED	1
2.	WORKLOAD STANDARDS	1
3.	HOURS OF OPERATION	1
4.	SERVICES	2
5.	FACILITIES	4
6.	CASE RECORDS	5
7.	UTILIZATION REVIEW	5
8.	COMPENSATION FEE-FOR-SERVICE	6
9.	STAFF REQUIREMENTS	6

1 1. TERM

2 The term of this Agreement shall commence on _____, and terminate on
3 June 30, 2021, unless earlier terminated pursuant to the provisions of
4 Paragraph 41 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 2.1 This Agreement, including any Exhibit(s) attached hereto and
10 incorporated by reference, fully expresses all understandings of the parties
11 and is the total Agreement between the parties as to the subject matter of
12 this Agreement. No addition to, or alteration of, the terms of this
13 Agreement, whether written or verbal, are valid or binding unless made in the
14 form of a written amendment to this Agreement which is formally approved and
15 executed by both parties.

16 2.2 The various headings, numbers, and organization herein are for the
17 purpose of convenience only and shall not limit or otherwise affect the
18 Agreement.

19 3. STATUS OF CONTRACTOR

20 3.1 CONTRACTOR is, and shall at all times be deemed to be, an
21 independent contractor, and shall be wholly responsible for the manner in
22 which it performs the services required of it by the terms of this Agreement.
23 Nothing herein contained shall be construed as creating the relationship of
24 employer and employee, or principal and agent, between COUNTY and CONTRACTOR
25 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
26 the responsibility for the acts of its employees or agents as they relate to
27 services to be provided during the course and scope of their employment.

28 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any

1 rights and/or privileges of COUNTY employees, and shall not be considered in
2 any manner to be COUNTY employees.

3 4. DEFINITIONS

4 4.1 Assembly Bill 12 (AB 12): California legislation known as
5 “Fostering Connections to Success Act,” signed into law on September 30, 2010,
6 became effective January 1, 2012, and was phased in through January 2014,
7 extending foster care services beyond age eighteen (18) years.

8 4.2 Adoption Assistance Program (AAP): A financial and/or medical
9 assistance program to facilitate the adoption of children who otherwise would
10 remain in long-term foster care, as described in Welfare and Institutions Code
11 (WIC) Section 16115 through 16125.

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

16 4.4 Child and Family Team (CFT): Formerly known as Team Decision
17 Making (TDM) is a group process facilitated by Social Services Agency (SSA)
18 wherein individuals are convened and engaged through a variety of team-based
19 processes to identify the strengths and needs of the child or youth and his or
20 her family, to help achieve positive outcomes for safety, permanency and well-
21 being.

22 4.5 Community Care Licensing Division (CCLD): A division of CDSS
23 responsible for the licensing and monitoring of FFA for compliance with
24 Community Care Licensing (CCL) regulations within the State of California.

25 4.6 Case Plan: A court ordered, written document that, at a minimum,
26 specifies the type of home in which a Foster Child/Non-Minor Dependent (NMD)
27 shall be placed, the safety of that home, and the appropriateness of that home
28 to meet the Foster Child’s/NMD’s needs.

1 4.7 COUNTY Social Worker: An SSA employee assigned as the case-
2 carrying social worker responsible for a Foster Child's/NMD's placement and
3 care.

4 4.8 Court Appointed Special Advocate (CASA): A trained volunteer,
5 assigned by the CASA office, who meets regularly with Foster Child/NMD. Each
6 CASA shall serve at the pleasure of the court having jurisdiction over the
7 proceedings in which a CASA has been appointed and that appointment may
8 continue after the child attains his or her age at majority, with the consent
9 of the nonminor dependent, as described in Welfare and Institution Code (WIC)
10 Section 103.

11 4.9 Dependent: Children ages birth to eighteen (0-18) years, who have
12 been adjudicated as either a dependent or ward of the juvenile court pursuant
13 to WIC Sections 300 or 602 and who would be placed in a Short-Term Residential
14 Program (STRTP) licensed by CDSS at a Rate Classification Level (RCL) ten to
15 fourteen (10 to 14).

16 4.10 Education Case Plan: Public Law 110-351 (Fostering Connections to
17 Success and Increasing Adoptions Act of 2008) amended Title IV-E of the Social
18 Security Act to require that a case plan include a plan for ensuring the
19 educational stability of Foster Child/NMD while in foster care. Placement of
20 the child in foster care takes into account the appropriateness of the current
21 educational setting and the proximity of the RFA Home placement to the school
22 in which the child is enrolled at the time of placement.

23 4.11 Extended Foster Care: Period of time when NMDs, defined in
24 Subparagraph 4.21 are eligible to receive support services under AB 12.

25 4.12 Fee-for-Service (FFS): A payment model where services are bundled
26 and contractors are reimbursed for specific services rendered.

27 4.13 Foster Care: Twenty-four (24) hour out-of-home care provided to a
28 minor or NMD whose biological or adoptive family is unable or unwilling to

1 care for them and who is in need of temporary or long-term substitute care.

2 4.14 Foster Family Agency (FFA): Any organization engaged in the
3 recruiting, certifying, and training of, and providing professional support
4 to, Resource Parents, or in finding homes for placement of children for
5 temporary or permanent care who require a level of care as an alternative to
6 an STRTP.

7 4.15 Foster Child: A child or youth between the ages of birth to
8 eighteen (0-18) years, referred for foster care services by ADMINISTRATOR to
9 CONTRACTOR, who is raised by someone that is not the child's natural or
10 adoptive parent, and is under the jurisdiction of the juvenile court, or
11 otherwise in the care of a county child welfare agency or probation
12 department.

13 4.16 Health and Education Passport (HEP): Document available via the
14 California Child Welfare Services Case Management System (CWS/CMS) that
15 provides all current educational, medical, mental health, and dental
16 information on a Foster Child/NMD.

17 4.17 Ice Breaker: Informal Foster Child/NMD-focused meeting involving
18 FFA staff, COUNTY Social Workers, biological parents, and FFA caregivers held
19 prior to, or soon after, a Foster Child/NMD is placed in out-of-home care to
20 facilitate the sharing of information about the Foster Child/NMD and for team
21 building between biological parents and FFA caregivers.

22 4.18 Individual Education Plan (IEP): An assessment procedure requested
23 by parents, guardians, school staff, and/or other involved parties, to
24 determine a youth's educational needs.

25 4.19 Minor: A person who is under the age of eighteen (18) years.

26 4.20 Needs and Services Plan: Written plan required by California Code
27 of Regulations (CCR), Title 22, Division 6, Sections 84068.2 and 84268.2
28 relating to the licensing of community care facilities.

1 4.21 Non-Minor Dependent (NMD): Pursuant to California WIC Section
2 11400(v), a foster child who has attained the age of eighteen (18) years while
3 in foster care and is younger than nineteen (19) years as of January 1, 2012;
4 younger than twenty (20) years as of January 1, 2013; or younger than twenty-
5 one (21) years as of January 1, 2014. The NMD must meet the goals outlined in
6 his/her Transitional Independent Living Plan (TILP) Case Plan, and participate
7 in six (6) month review hearing; and meets one (1) or more of the five (5)
8 Extended Foster Care participation conditions. NMD may be in a Supervised
9 Independent Living Placement (SILP) or placed in Extended Foster Care (EFC).

10 4.22 Nonrelative Extended Family Member (NREFM): An adult who has an
11 established familial relationship with a relative of a foster child or a
12 familial or mentoring relationship with a foster child as described in
13 California WIC Section 362.7.

14 4.23 Notice of Hearing: Notification by certified mail of Foster
15 Child/NMD's dependency status review hearing. Included with the Notice of
16 Hearing is the Summary of Recommendation for Disposition form, which is
17 required to be provided to the Resource Parents having physical custody of the
18 Foster Child/NMD, if the Foster Child/NMD is not residing with his/her
19 parents.

20 4.24 Permanency: Safe, stable, sustainable, and committed relationship
21 between a Foster Child/NMD and an adult across time and circumstances.

22 4.25 Placement Disruption: An occasion requiring the removal of a
23 Foster Child/NMD from the FFA certified home. Placement disruption may occur
24 in conjunction with a CFT meeting when the Foster Child/NMD is no longer
25 compatible with the ability of the FFA home to manage Foster Child/NMD's
26 behavior, the security of the Foster Child/NMD is at risk, the Foster
27 Child/NMD's needs cannot be met by the RFA Home due to a Resource Family
28 emergency, and/or the juvenile court has ordered the Foster Child/NMD

1 transferred.

2 4.26 Program Statement: Document prepared by the FFA, as required by
3 CDSS regulations, and filed with CCL, providing details of the day-to-day
4 operations of the FFA, including, but not limited to, staffing, training,
5 therapy, selection criteria for Resource Parents, intake criteria, and record-
6 keeping.

7 4.27 Psychosocial Assessment (also known as Family Evaluation): A
8 component of the permanency assessment, which includes a thorough evaluation
9 of an applicant or Resource Family, his or her family system dynamics and
10 strengths, and areas where more support or resources may be needed for more
11 effective and quality parenting skills.

12 4.28 Private Adoption Agency Reimbursement Program (PAARP): Governed by
13 WIC Section 16122, which requires CDSS to reimburse private adoption agencies
14 for otherwise unreimbursed costs incurred, in completing the adoptions of
15 children who are eligible for AAP benefits because of age, membership in a
16 sibling group, medical or psychological problems, adverse parental background
17 or other circumstances that would make placement of the children especially
18 difficult.

19 4.29 Relative: An adult who is related to a child by blood, adoption,
20 or affinity within the fifth degree of kinship, including stepparents,
21 stepsiblings and all relatives whose status is preceded by the words "great,"
22 "great-great," or "grand" or the spouse of any of those persons even if the
23 marriage was terminated by death or dissolution, as defined in WIC Section
24 11400.

25 4.30 Resource Family: A related or unrelated individual or couple
26 (formerly referred to as foster parent/family). NREFMs, and/or a relative that
27 a County determines to have successfully met the application and assessment
28 criteria necessary for providing foster care for a child or NMD who is under

1 the jurisdiction of the juvenile court, or otherwise in the care of a county
2 child welfare agency or probation department.

3 4.31 Resource Family Approval: An applicant or Resource Family who
4 successfully meets the home environment assessment and permanency assessment
5 standards adopted pursuant to WIC Section 16519.5.

6 4.32 Resource Family Approval (RFA) Program: The single process
7 mandated by CDSS for approving Resource Families for foster care, legal
8 guardianship and adoption.

9 4.33 RFA Assigned Social Worker: An SSA social worker within the RFA
10 program assigned to a Resource Family.

11 4.34 RFA Guidelines: Requirements under CDSS for the RFA Program. The
12 RFA Guidelines govern how Psychosocial Assessments are completed.

13 4.35 Senior Social Worker (SSW): An SSA employee classification that
14 may be case carrying and responsible for a Foster Child/NMDs placement and
15 care.

16 4.36 School of Origin Travel Plan: Public Law 110-351 (Fostering
17 Connections to Success and Increasing Adoptions Act of 2008) amended Title IV-
18 E of the Social Security Act to ensure case plans include an educational
19 stability plan for Foster Child/NMD while in foster care. Public Law allows
20 for the cost of reasonable travel for the Foster Child/NMD to remain in the
21 school of origin in which the child/NMD is enrolled at the time of placement
22 as an allowable foster care maintenance cost.

23 4.37 Special Education Local Planning Agency (SELPA): Provides county-
24 wide support to special education staff and administration to encourage high
25 quality instructional and professional practice.

26 4.38 Short-Term Residential Therapeutic Program (STRTP): A residential
27 facility operated by a public agency or private organization and licensed by
28 CCLD, a department of CDSS pursuant to Health and Safety Code (HSC) Section

1 1562.01 that provides an integrated program of specialized and intensive care
2 and supervision, services and supports, treatment, and short-term twenty-four
3 (24) hour care and supervision to foster children.

4 5. DESCRIPTION OF SERVICES AND STAFFING

5 5.1 CONTRACTOR shall provide those services, facilities, equipment,
6 and supplies, as described in the Exhibits A and B, as applicable to the
7 Agreement between County of Orange and _____, for the Provision
8 of FFA Services, attached hereto and incorporated herein by reference: Exhibit
9 "A" relating to FFA General Services, and Exhibit "B" relating to Psychosocial
10 Assessment Services. CONTRACTOR shall operate continuously throughout the term
11 of this Agreement with the number and type of staff described and as required
12 for provision of services hereunder.

13 5.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
14 may require changes in staffing allocations to reflect current workload
15 demands or service needs as long as COUNTY's maximum obligation, as set forth
16 in this Agreement, is not exceeded.

17 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
18 appropriate staff to attend an orientation session and subsequent training
19 sessions given by COUNTY.

20 6. LICENSES AND STANDARDS

21 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
22 required by the laws of the United States, State of California (hereinafter
23 referred to as "State"), County of Orange, and all other appropriate
24 governmental agencies to perform the services described in this Agreement, and
25 agrees to maintain these licenses and permits in effect for the duration of
26 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct
27 themselves in compliance with such laws and licensure requirements, including,
28 without limitation, compliance with laws applicable to sexual harassment and

1 ethical behavior.

2 6.2 In the performance of this Agreement, CONTRACTOR shall comply with
3 all applicable provisions of the California Welfare and Institutions Code
4 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
5 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
6 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
7 31.2; and all applicable laws and regulations of the United States, State of
8 California, County of Orange, and County of Orange Social Services Agency, and
9 all administrative regulations, rules, and policies adopted thereunder, as
10 each and all may now exist or be hereafter amended.

11 6.2.1 For federally funded Agreements in the amount of \$25,000
12 or more, CONTRACTOR certifies that its officers and/or principals are not
13 debarred or suspended from federal financial assistance programs and/or
14 activities

15 6.3 CONTRACTOR shall cooperate with the California Department of
16 Social Services (CDSS) on the implementation, monitoring, and evaluation of
17 the State's Child Abuse and Neglect Prevention and Intervention Program, and
18 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
19 reporting and evaluation requirements established by CDSS.

20 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

21 7.1 Delegation and Assignment

22 In the performance of this Agreement, CONTRACTOR may neither
23 delegate its duties or obligations nor assign its rights, either in whole or
24 in part, without the prior written consent of COUNTY. Any attempted
25 delegation or assignment without prior written consent shall be void. The
26 transfer of assets in excess of ten percent (10%) of the total assets of
27 CONTRACTOR, or any change in the corporate structure, the governing body, or
28 the management of CONTRACTOR, which occurs as a result of such transfer, shall

1 be deemed an assignment of benefits under the terms of this Agreement
2 requiring COUNTY approval.

3 7.2 Subcontracts

4 CONTRACTOR shall not subcontract for services under this Agreement
5 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
6 in writing to a subcontract, in no event shall the subcontract alter, in any
7 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
8 be in writing and copies of same shall be provided to ADMINISTRATOR.
9 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
10 require.

11 7.2.1 Subcontracts of \$50,000 or less:

12 CONTRACTOR shall develop a standard form Purchase Order,
13 subject to prior written approval of ADMINISTRATOR, to be utilized for the
14 purchase of services by CONTRACTOR when the cumulative total cost of the
15 services to be provided by any organization is anticipated to be fifty
16 thousand dollars (\$50,000) or less during the term of this Agreement. The
17 basis for costs incurred by any such Purchase Order(s) shall be the actual
18 cost of providing services or the usual and customary charges established by
19 the organization(s) providing the services.

20 7.2.2 Subcontracts in excess of \$50,000:

21 CONTRACTOR shall develop and submit for approval to
22 ADMINISTRATOR a system for the procurement of subcontracts with any
23 organization in which the total cumulative cost of services provided by any
24 single organization is anticipated to exceed fifty thousand dollars (\$50,000)
25 during the term of this Agreement. CONTRACTOR's proposed procurement system
26 shall take into consideration such factors as: degree of price competition;
27 pricing policies and techniques; experience and quality of service; methods of
28 evaluating subcontractor responsibility; relationship of subcontractor to

1 CONTRACTOR; and planning, award, and post-award management of subcontracts,
2 including internal audit procedures and monitoring of subcontractor's
3 performance until completion of services.

4 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
5 procurement system, CONTRACTOR shall comply with such procurement system in
6 obtaining subcontracts with a total cost in excess of fifty thousand dollars
7 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall
8 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
9 with any organization when the total cumulative cost of services to be
10 provided by that organization is anticipated to exceed fifty thousand dollars
11 (\$50,000) during the term of this Agreement.

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

18 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

19 8.1 Form of Business Organization

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

24 8.1.1 The form of CONTRACTOR's business organization, i.e.,
25 proprietorship, partnership, corporation, etc.

26 8.1.2 A detailed statement indicating the relationship of
27 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
28 individual.

1 8.1.3 A detailed statement indicating the relationship of
2 CONTRACTOR to any subsidiary business organization or to any individual who
3 may be providing services, supplies, material, or equipment to CONTRACTOR or
4 in any manner does business with CONTRACTOR under this Agreement.

5 8.2 Change in Form of Business Organization

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

13 9. NON-DISCRIMINATION

14 9.1 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
18 other respect, on the basis of race, religious creed, color, national origin,
19 ancestry, physical disability, mental disability, medical condition, genetic
20 information, marital status, sex, gender, gender identity, gender expression,
21 age, sexual orientation, military and veteran status, or any other protected
22 group, in accordance with the requirements of all applicable federal or State
23 laws.

24 9.2 CONTRACTOR shall furnish any and all information requested by
25 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
26 books, records, and accounts in order to ascertain CONTRACTOR's compliance
27 with Paragraph 9 et seq.

28 9.3 Non-Discrimination in Employment

1 9.3.1 CONTRACTOR shall comply with Executive Order 11246,
2 entitled "Equal Employment Opportunity," as amended by Executive Order 11375
3 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

4 9.3.2 All solicitations or advertisements for employees placed
5 by or on behalf of CONTRACTOR shall state that all qualified applicants will
6 receive consideration for employment without regard to race, religious creed,
7 color, national origin, ancestry, physical disability, mental disability,
8 medical condition, genetic information, marital status, sex, gender, gender
9 identity, gender expression, age, sexual orientation, military and veteran
10 status, or any other protected group, in accordance with the requirements of
11 all applicable federal or State laws. Notices describing the provisions of
12 the equal opportunity clause shall be posted in a conspicuous place for
13 employees and job applicants.

14 9.3.3 CONTRACTOR shall refer any and all employees desirous of
15 filing a formal discrimination complaint to:

16 California Department of Social Services

17 Public Inquiry and Response Bureau

18 P.O. Box 944243, M.S. 8-4-23

19 Sacramento, CA 95814

20 Telephone: (800) 952-5253

21 (800) 952-8349 (For the hard of hearing)

22 9.4 Non-Discrimination in Service Delivery

23 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the
24 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
25 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
26 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
27 of the Americans with Disabilities Act of 1990, as amended; California Civil
28 Code Section 51 et seq., as amended; California Government Code (CGC) Sections

1 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
2 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
3 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
4 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
5 and other applicable federal and State laws, as well as their implementing
6 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
7 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
8 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist
9 or be hereafter amended. CONTRACTOR shall not implement any administrative
10 methods or procedures which would have a discriminatory effect or which would
11 violate the California Department of Social Services (CDSS). Manual of
12 Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any
13 violations of this Paragraph, CDSS shall have the right to invoke fiscal
14 sanctions or other legal remedies in accordance with WIC Section 10605, or CGC
15 Sections 11135-11139.5, or any other laws, or the issue may be referred to the
16 appropriate federal agency for further compliance action and enforcement of
17 Subparagraph 9.4 et seq.

18 9.4.2 CONTRACTOR shall provide any and all clients desirous of
19 filing a formal complaint any and all information as appropriate:

20 9.4.2.1 Pamphlet: "Your Rights Under California
21 Welfare Programs" (PUB 13)

22 9.4.2.2 Discrimination Complaint Form

23 9.4.2.3 Civil Rights Contacts:

24 County Civil Rights Contact:

25 Orange County Social Services Agency

26 Program Integrity

27 Attn: Civil Rights Coordinator

28 P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd, Suite #100
Orange, CA 92868

CONTRACTOR: _____

10.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this

1 Agreement addressed in any other fashion shall be deemed not given. The
2 parties each may designate by written notice from time to time, in the manner
3 aforesaid, any change in the address to which notices must be sent.

4 11. NOTICE OF DELAYS

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

10 12. INDEMNIFICATION

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

24 13. INSURANCE

25 13.1 Prior to the provision of services under this Agreement,
26 CONTRACTOR shall purchase all required insurance at CONTRACTOR's expense,
27 including all endorsements required herein, necessary to satisfy COUNTY that
28 the insurance provisions of this Agreement have been complied with. CONTRACTOR

1 shall keep such insurance coverage. Certificates of Insurance and endorsements
2 on deposit with ADMINISTRATOR during the entire term of this Agreement. In
3 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant
4 to this Agreement shall obtain insurance subject to the same terms and
5 conditions as set forth herein for CONTRACTOR.

6 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
7 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
8 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
9 to the same terms and conditions as set forth herein for CONTRACTOR.
10 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
11 than the level of coverage required by COUNTY from CONTRACTOR under this
12 Agreement. It is the obligation of CONTRACTOR to provide notice of the
13 insurance requirements to every subcontractor and to receive proof of
14 insurance prior to allowing any subcontractor to begin work. Such proof of
15 insurance must be maintained by CONTRACTOR through the entirety of this
16 Agreement for inspection by COUNTY representative(s) at any reasonable time.

17 13.3 All self-insured retentions (SIRs) shall be clearly stated on the
18 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
19 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
20 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
21 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
22 addition to, and without limitation of, any other indemnity provision(s) in
23 the Agreement, agrees to all of the following:

24 13.3.1 In addition to the duty to indemnify and hold COUNTY
25 harmless against any and all liability, claim, demand or suit resulting from
26 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
27 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
28 counsel approved by Board of Supervisors against same; and

1 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be
2 absolute and irrespective of any duty to indemnify or hold harmless; and

3 13.3.3 The provisions of California Civil Code Section 2860
4 shall apply to any and all actions to which the duty to defend stated above
5 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
6 CONTRACTOR was an insurer and COUNTY was the insured.

7 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
8 the full term of this Agreement, COUNTY may terminate this Agreement.

9 13.5 Qualified Insurer

10 13.5.1 The policy or policies of insurance required herein must
11 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
12 Rating) and VIII (Financial Size Category as determined by the most current
13 edition of the Best's Key Rating Guide/Property-Casualty/United States or
14 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
15 to do business in the state of California (California Admitted Carrier).

16 13.6 If the insurance carrier does not have an A.M. Best Rating of A-
17 /VIII, the CEO/Office of Risk Management retains the right to approve or
18 reject a carrier after a review of the company's performance and financial
19 rating.

20 13.7 The policy or policies of insurance maintained by CONTRACTOR shall
21 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
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7)	\$2,000,000 per occurrence

1	passengers, not including the driver	
2	Passenger Vehicles for eight (8) or more	\$5,000,000 per occurrence
3	passengers, not including the driver	
4	Workers' Compensation	Statutory
5	Employer's Liability Insurance	\$1,000,000 per occurrence
6	Network Security & Privacy Liability	\$1,000,000 per claims made
7	Professional Liability Insurance	\$1,000,000 per claims made
8		\$1,000,000 aggregate
9	Sexual Misconduct Liability	\$1,000,000 per occurrence

13.8 Required Coverage Forms

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

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

13.9 Required Endorsements

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

13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.9.2 The Network Security and Privacy Liability policy shall

1 contain the following endorsements which shall accompany the Certificate of
2 Insurance.

3 13.9.2.1 An Additional Insured endorsement naming the
4 County of Orange, its elected and appointed officials, officers, agents and
5 employees as Additional Insureds for its vicarious liability.

6 13.9.2.2 A primary and non-contributing endorsement
7 evidencing that the CONTRACTOR's insurance is primary and any insurance or
8 self-insurance maintained by the County of Orange shall be excess and non-
9 contributing.

10 13.10 The Workers' Compensation policy shall contain a waiver of
11 subrogation endorsement waiving all rights of subrogation against the County
12 of Orange, its elected and appointed officials, officers, agents and employees
13 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14 13.11 All insurance policies required by this Agreement shall waive all
15 rights of subrogation against the County of Orange, its elected and appointed
16 officials, officers, agents and employees when acting within the scope of
17 their appointment or employment.

18 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
19 of any policy cancellation and ten (10) days for non-payment of premium and
20 provide a copy of the cancellation notice to COUNTY. Failure to provide
21 written notice of cancellation may constitute a material breach of the
22 contract, upon which the COUNTY may suspend or terminate this Agreement.

23 13.13 If CONTRACTOR's Professional Liability and Network Security and
24 Privacy Liability policies are a "claims made" policies, CONTRACTOR shall
25 agree to maintain Professional Liability and Network Security and Privacy
26 Liability coverage for two (2) years following completion of this Agreement.

27 13.14 The Commercial General Liability policy shall contain a
28 severability of interests clause also known as a "separation of insureds"

1 clause (standard in the ISO CG 0001 policy).

2 13.15 Insurance certificates should be mailed to COUNTY at the address
3 indicated in Paragraph 10 of this Agreement.

4 13.16 If CONTRACTOR fails to provide the insurance certificates and
5 endorsements within seven (7) days of notification by CEO/County Procurement
6 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

7 13.17 COUNTY expressly retains the right to require CONTRACTOR to
8 increase or decrease insurance of any of the above insurance types throughout
9 the term of this Agreement. Any increase or decrease in insurance will be as
10 deemed by County of Orange Risk Manager as appropriate to adequately protect
11 COUNTY.

12 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
13 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
14 certificates of insurance and endorsements with COUNTY incorporating such
15 changes within thirty (30) days of receipt of such notice, this Agreement may
16 be in breach without further notice to CONTRACTOR, and COUNTY shall be
17 entitled to all legal remedies.

18 13.19 The procuring of such required policy or policies of insurance
19 shall not be construed to limit CONTRACTOR's liability hereunder nor to
20 fulfill the indemnification provisions and requirements of this Agreement, nor
21 act in any way to reduce the policy coverage and limits available from the
22 insurer.

23 14. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

24 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24)
25 hours of occurrence, the following:

26 14.1 Any accident or incident relating to services performed under this
27 Agreement that involves injury or property damage which may result in the
28 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

1 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
2 from or relating to services performed by CONTRACTOR under this Agreement.

3 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
4 property.

5 14.4 Any loss, disappearance, destruction, misuse or theft of any kind
6 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
7 under the term of this Agreement.

8 15. CONFLICT OF INTEREST

9 The CONTRACTOR shall exercise reasonable care and diligence to prevent
10 any actions or conditions that could result in a conflict with the best
11 interests of COUNTY. This obligation shall apply to CONTRACTOR, CONTRACTOR's
12 employees, agents, and subcontractors associated with accomplishing work and
13 services hereunder. The CONTRACTOR's efforts shall include, but not be
14 limited to establishing precautions to prevent its employees, agents, and
15 subcontractors from providing, or offering gifts, entertainment, payments,
16 loans, or other considerations which could be deemed to influence or appear to
17 influence COUNTY staff or elected officers from acting in the best interests
18 of COUNTY.

19 16. ANTI-PROSELYTISM PROVISION

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

24 17. SUPPLANTING GOVERNMENT FUNDS

25 CONTRACTOR shall not supplant any federal, State, or COUNTY funds
26 intended for the purposes of this Agreement with any funds made available
27 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
28 for, or apply sums received from COUNTY with respect to, that portion of its

1 obligations which have been paid by another source of revenue. CONTRACTOR
2 agrees that it shall not use funds received pursuant to this Agreement, either
3 directly or indirectly, as a contribution or compensation for purposes of
4 obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY
5 program without prior written approval of ADMINISTRATOR.

6 18. BREACH SANCTIONS

7 18.1 Failure by CONTRACTOR to comply with any of the provisions,
8 covenants, or conditions of this Agreement shall be a material breach of this
9 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
10 termination and any other remedies available at law, in equity, or otherwise
11 specified in this Agreement:

12 18.1.1 Afford CONTRACTOR a time period within which to cure the
13 breach, which period shall be established by ADMINISTRATOR; and/or

14 18.1.2 Discontinue reimbursement to CONTRACTOR for and during
15 the period in which CONTRACTOR is in breach, which reimbursement shall not be
16 entitled to later recovery; and/or

17 18.1.3 Offset against any monies billed by CONTRACTOR but yet
18 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2
19 above.

20 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
21 pursuant to this Paragraph, which notice shall be deemed served on the date of
22 mailing.

23 19. PAYMENTS - FFA GENERAL SERVICES

24 19.1 Residential Care:

25 19.1.1 During the term of this Agreement, COUNTY shall pay
26 CONTRACTOR monthly in arrears, the rate of reimbursement for the services
27 provided under this Agreement as established by the State of California in
28 CDSS MPP, Division 11, Section 11-403. Payments shall accrue from the date a

1 Foster Child/NMD is placed and terminate on the date before the Foster
2 Child/NMD is discharged from CONTRACTOR's RFA Home.

3 19.1.2 Upon written approval by COUNTY Social Worker, COUNTY may
4 continue to pay for foster care for up to fourteen (14) days when a Foster
5 Child/NMD leaves CONTRACTOR's RFA Home prior to the planned discharge date
6 (e.g., runaway), if CONTRACTOR has agreed to take Foster Child/NMD back
7 immediately upon notice during the period of continued payment.

8 19.1.3 CONTRACTOR shall provide written notice to COUNTY within
9 thirty (30) days of the receipt of a payment for an Orange County placement
10 which is inconsistent with the period of placement and results in an
11 overpayment or an underpayment.

12 19.2 Medical Costs:

13 19.2.1 It is anticipated that any medical costs for Foster
14 Child/NMD placed by COUNTY under this Agreement shall be paid the State Medi-
15 Cal program during such periods as the Foster Child/NMD is eligible for health
16 care services under that program.

17 19.2.2 If Foster Child/NMD is ineligible for Medi-Cal services,
18 CONTRACTOR shall notify COUNTY Social Worker and specify the medical payment
19 needed and approximate cost, as determined by the medical provider. Except in
20 emergencies, written authorization by COUNTY Social Worker must be obtained
21 prior to incurring any medical expenses not covered by Medi-Cal. COUNTY may
22 pay for medical services if deemed necessary, in accordance with COUNTY
23 "Special Needs: County Funding" procedure, if Medi-Cal rejects coverage. In
24 all circumstances, COUNTY will reimburse based on Medi-Cal rates.

25 19.2.3 CONTRACTOR shall be responsible for controlling the use
26 of each Foster Child/NMD's Medi-Cal proof-of-eligibility card.

27 20. PAYMENTS - COMPLETED PSYCHOSOCIAL ASSESMENT

28 20.1 Maximum Contract Obligation

1 The maximum obligation for the FFA Psychosocial Assessment
2 services portion of this Agreement is \$200,000 annually. Referred psychosocial
3 assessments will be completed on County Resource Family Approval (RFA) homes
4 in effort to assist SSA with expediting the approval process for COUNTY RFA
5 applicants. FFAs participating in these services will be paid on a fee-for-
6 service basis, \$2,000 per completed psychosocial assessment.

7 20.2 Subparagraphs 20.3 and 20.4 are applicable to CONTRACTORS
8 providing psychosocial assessment services as specified in Exhibit B.

9 20.3 Allowable Costs and Usage:

10 20.3.1 COUNTY does not guarantee CONTRACTOR any specified
11 minimum number of referrals or minimum sum of money during the term of this
12 Agreement. CONTRACTOR shall provide services requested as needed by COUNTY,
13 at the compensation structure agreed upon in this Agreement, regardless of the
14 quantity of referrals made by COUNTY.

15 20.3.2 During the term of this Agreement, COUNTY shall pay
16 CONTRACTOR monthly in arrears, two thousand dollars (\$2,000), as applicable
17 for each completed Psychosocial Assessments referred subject to any exclusions
18 or limitations specified in Exhibit B. No guarantee is given by COUNTY to
19 CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the
20 services at the unit price listed above, regardless of the number of referrals
21 from COUNTY.

22 20.4 Claims:

23 20.4.1 CONTRACTOR shall submit monthly claims for referred
24 psychosocial assessment to be received by ADMINISTRATOR no later than the
25 twentieth (20th) calendar day of the month for expenses incurred in the
26 preceding month. In the event the twentieth (20th) calendar day falls on a
27 weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business
28 day. COUNTY holidays include New Year's Day, Martin Luther King Day,

1 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
2 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
3 Thanksgiving Day, and Christmas Day.

4 20.4.2 All claims must be submitted on a form approved by
5 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
6 source documents with the monthly claim, including, inter alia, a monthly
7 statement of services, general ledgers, supporting journals, time sheets,
8 invoices, canceled checks, receipts and receiving records, some of which may
9 be required to be copied. Source documents that CONTRACTOR must submit shall
10 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
11 shall retain all financial records in accordance with Paragraph 23 of this
12 Agreement.

13 20.4.3 Payments should be released by COUNTY within a reasonable
14 time period of approximately thirty (30) days after receipt of a correctly
15 completed claim form and required supporting documentation.

16 20.4.4 Year End and Final Claims:

17 20.4.4.1 During each COUNTY fiscal year, July 1
18 through June 30, covered under the term of this Agreement, COUNTY may
19 establish two (2) billing periods (June 1st through June 15th and June 16th
20 through June 30th) for the month of June which shall require CONTRACTOR submit
21 separate invoice claims for each billing period. In the event COUNTY
22 determines a need for two (2) billing periods during any or all COUNTY fiscal
23 years, COUNTY will provide written notification to CONTRACTOR by the 15th of
24 May of each corresponding fiscal year, which will inform CONTRACTOR of
25 applicable invoice claim deadlines.

26 20.4.4.2 CONTRACTOR shall submit a final claim for
27 each COUNTY fiscal year, July 1 through June 30, covered under the term of
28 this Agreement as stated in Paragraph 1, by no later than August 30th of each

1 corresponding COUNTY fiscal year. Claims received after August 30th of each
2 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
3 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
4 per each COUNTY fiscal year must be received, upon written notice to
5 CONTRACTOR.

6 20.4.4.3 The basis for final settlement shall be the
7 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
8 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
9 to the maximum obligation of COUNTY. In the event that any overpayment has
10 been made, COUNTY may offset the amount of the overpayment against the final
11 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
12 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
13 Nothing herein shall be construed as limiting the remedies of COUNTY in the
14 event an overpayment has been made.

15 21. OVERPAYMENTS

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

1 22. OUTSTANDING DEBT

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

5 23. RECORDS, INSPECTIONS, AND AUDITS

6 23.1 Financial Records

7 23.1.1 CONTRACTOR shall prepare and maintain accurate and
8 complete financial records. Financial records shall be retained by CONTRACTOR
9 for a minimum of five (5) years from the date of final payment under this
10 Agreement, or until all pending COUNTY, State, and federal audits are
11 completed, whichever is later.

12 23.1.2 CONTRACTOR shall establish and maintain reasonable
13 accounting, internal control, and financial reporting standards in conformity
14 with generally accepted accounting principles established by the American
15 Institute of Certified Public Accountants and to the satisfaction of
16 ADMINISTRATOR.

17 23.2 Client Records

18 23.2.1 CONTRACTOR shall prepare and maintain accurate and
19 complete records of clients served and dates and type of services provided
20 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

21 23.2.2 CONTRACTOR shall keep all COUNTY data provided to
22 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
23 years from the date of final payment under this Agreement, or until all
24 pending COUNTY, State, and federal audits are completed, whichever is later.
25 These records shall be stored in Orange County, unless CONTRACTOR requests and
26 COUNTY provides written approval for the right to store the records in another
27 county. Notwithstanding anything to the contrary, upon termination of this
28 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to

1 COUNTY in accordance with Subparagraph 41.2.

2 23.2.3 COUNTY may refuse payment for a claim if client records
3 are determined by COUNTY to be incomplete or inaccurate. In the event client
4 records are determined to be incomplete or inaccurate after payment has been
5 made, COUNTY may treat such payment as an overpayment within the provisions of
6 this Agreement.

7 23.3 Public Records

8 To the extent permissible under the law, all records, including,
9 but not limited to, reports, audits, notices, claims, statements, and
10 correspondence, required by this Agreement, may be subject to public
11 disclosure. COUNTY will not be liable for any such disclosure.

12 23.4 Inspections and Audits

13 23.4.1 The U.S. Department of Health and Human Services,
14 Comptroller General of the United States, Director of CDSS, State Auditor-
15 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
16 Department, or any of their authorized representatives, shall have access to
17 any books, documents, papers, and records, including medical records, of
18 CONTRACTOR which any of them may determine to be pertinent to this Agreement.
19 Further, all the above mentioned persons have the right at all reasonable
20 times to inspect or otherwise evaluate the work performed or being performed
21 under this Agreement and the premises in which it is being performed.

22 23.4.2 CONTRACTOR shall make its books and records available
23 within the borders of Orange County within ten (10) days of receipt of written
24 demand by ADMINISTRATOR.

25 23.4.3 In the event CONTRACTOR does not make available its books
26 and financial records within the borders of Orange County, CONTRACTOR agrees
27 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
28 designee, necessary to obtain CONTRACTOR's books and records.

1 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of
2 COUNTY's liability to the State or Federal Government or any agency thereof
3 resulting from any disallowances or other audit exceptions to the extent that
4 such liability is attributable to CONTRACTOR's failure to perform under this
5 Agreement.

6 23.5 Evaluation Studies

7 23.5.1 CONTRACTOR shall participate, as requested by COUNTY, in
8 research and/or evaluative studies designed to show the effectiveness and/or
9 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
10 project.

11 24. PERSONNEL DISCLOSURE

12 24.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
13 all personnel providing services hereunder, including résumés and job
14 applications. Changes to the list will be immediately provided to
15 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job
16 application. The list shall include:

17 24.1.1 Names and dates of birth of all full or part-time
18 personnel by title, including volunteer personnel, whose direct services are
19 required to provide the programs described herein;

20 24.1.2 A brief description of the functions of each position and
21 the hours each person works each week, or for part-time personnel, each day or
22 month, as appropriate;

23 24.1.3 The professional degree, if applicable, and experience
24 required for each position; and

25 24.1.4 The language skill, if applicable, for all personnel.

26 24.2 Where authorized by law, and in a manner consistent with
27 California Government Code §12952, CONTRACTOR shall require prospective
28 employees to provide detailed information regarding the conviction of a crime

1 by any court for offenses other than minor traffic offenses. Information
2 discovered subsequent to the hiring or promotion of any prospective employee
3 shall be cause for termination from the performance of services under this
4 Agreement.

5 24.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
6 COUNTY, a clearance on the following public websites of the names and dates of
7 birth for all employees and/or volunteers who will have direct, interactive
8 contact with clients served through this Agreement: U.S. Department of Justice
9 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
10 Registry (www.meganslaw.ca.gov).

11 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
12 COUNTY, a criminal record background check on all employees (direct service
13 and administrative) funded through this Agreement and also all non-funded
14 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
15 interactive contact with clients served through this Agreement. Background
16 checks conducted through the California Department of Justice shall include a
17 check of the California Central Child Abuse Index, when
18 applicable. Candidates will satisfy background checks consistent with this
19 Paragraph and their performance of services under this Agreement.

20 24.5 CONTRACTOR shall ensure that clearances and background checks
21 described in Subparagraphs 24.3 and 24.4 are completed prior to CONTRACTOR's
22 personnel providing services under this Agreement.

23 24.6 In the event a record is revealed through the processes described
24 in Subparagraphs 24.3 and 24.4, COUNTY will be available to consult with
25 CONTRACTOR on appropriateness of personnel providing services through this
26 Agreement.

27 24.7 CONTRACTOR warrants that all persons employed or otherwise
28 assigned by CONTRACTOR to provide services under this Agreement have

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

10 24.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
11 arrest and/or subsequent conviction, for offenses, other than minor traffic
12 offenses, of any paid employee and/or volunteer staff performing services
13 under this Agreement, when such information becomes known to CONTRACTOR.
14 ADMINISTRATOR may determine whether such employee and/or volunteer may
15 continue to provide services under this Agreement and shall provide notice of
16 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
17 with ADMINISTRATOR's decision shall be deemed a material breach of this
18 Agreement, pursuant to Paragraph 18 above.

19 24.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's
20 staff performing work hereunder, and any proposed changes in CONTRACTOR's
21 staff.

22 24.10 COUNTY shall have the right to require CONTRACTOR to remove any
23 employee from the performance of services under this Agreement. At the
24 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

25 24.11 CONTRACTOR shall notify COUNTY immediately when staff is
26 terminated for cause from working on this Agreement.

27 24.12 Disqualification, if any, of CONTRACTOR staff, pursuant to
28 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all

1 work in accordance with the terms and conditions of this Agreement.

2 25. EMPLOYMENT ELIGIBILITY VERIFICATION

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

20 26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

21 26.1 CONTRACTOR certifies it is in full compliance with all applicable
22 federal and State reporting requirements regarding its employees and with all
23 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments
24 and will continue to be in compliance throughout the term of the Agreement
25 with the County of Orange. Failure to comply shall constitute a material
26 breach of the Agreement and failure to cure such breach within sixty (60)
27 calendar days of notice from the COUNTY shall constitute grounds for
28 termination of the Agreement.

1 26.2 In the case of an individual contractor or contractor doing
2 business in a form other than an individual, CONTRACTOR agrees to furnish
3 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

4 26.2.1 His His/her name, date of birth, Social Security Number,
5 and residence address; or

6 26.2.2 In the case of a contractor doing business in a form
7 other than as an individual, the name, data of birth, Social Security Number,
8 and residence address of each individual who owns an interest of ten percent
9 (10%) or more in the contracting entity.

10 26.3 It is expressly understood that this data will be transmitted to
11 governmental agencies charged with the establishment and enforcement of child
12 support orders, and for no other purpose.

13 27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

14 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
15 ensure that all employees, agents, subcontractors, and all other individuals
16 performing services under this Agreement report child abuse or neglect to one
17 of the agencies specified in Penal Code Section 11165.9 and dependent adult or
18 elder abuse as defined in Section 15610.07 of the WIC to one of the agencies
19 specified in WIC Section 15630. CONTRACTOR shall require such employees,
20 agents, subcontractors, and all other individuals performing services under
21 this Agreement to sign a statement acknowledging the child abuse reporting
22 requirements set forth in Sections 11166 and 11166.05 of the Penal Code and
23 the dependent adult and elder abuse reporting requirements, as set forth in
24 Section 15630 of the WIC, and shall comply with the provisions of these code
25 sections, as they now exist or as they may hereafter be amended.

26 28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

27 CONTRACTOR shall notify and provide to its employees, a fact sheet
28 regarding the Safely Surrendered Baby Law, its implementation in Orange

1 County, and where and how to safely surrender a baby. The fact sheet is
2 available on the Internet at www.babysafe.ca.gov for printing purposes. The
3 information shall be posted in all reception areas where clients are served.

4 29. CONFIDENTIALITY

5 29.1 CONTRACTOR agrees to maintain the confidentiality of its records
6 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
7 and all other provisions of law, and regulations promulgated thereunder
8 relating to privacy and confidentiality, as each may now exist or be hereafter
9 amended.

10 29.2 All records and information concerning any and all persons
11 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
12 kept confidential by CONTRACTOR and CONTRACTOR's employees, agents,
13 subcontractors, and all other individuals performing services under this
14 Agreement. CONTRACTOR shall require all of its employees, agents,
15 subcontractors, and all other individuals performing services under this
16 Agreement to sign an agreement with CONTRACTOR before commencing the provision
17 of any such services, agreeing to maintain confidentiality pursuant to State
18 and federal law and the terms of this Agreement.

19 29.3 CONTRACTOR shall inform all of its employees, agents,
20 subcontractors, and all other individuals performing services under this
21 Agreement of this provision and that any person violating the provisions of
22 said California state law may be guilty of a crime.

23 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall
24 be subject to the confidentiality requirements of this Agreement.

25 29.5 CONTRACTOR agrees to maintain the confidentiality of its records
26 with respect to Juvenile Court matters, in accordance with WIC Section 827,
27 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
28 regarding Confidentiality, as it now exists or may hereafter be amended.

1 29.5.1 No access, disclosure, or release of information
2 regarding a child who is the subject of Juvenile Court proceedings shall be
3 permitted except as authorized. If authorization is in doubt, no such
4 information shall be released without the written approval of a Judge of the
5 Juvenile Court.

6 29.5.2 CONTRACTOR must receive prior written approval of the
7 Juvenile Court before allowing any child to be interviewed, photographed, or
8 recorded by any publication or organization, or to appear on any radio,
9 television, or internet broadcast or make any other public appearance. Such
10 approval shall be requested through child's Social Worker.

11 30. SECURITY

12 30.1 Security Requirements

13 30.1.1 CONTRACTOR agrees to maintain the confidentiality of all
14 COUNTY and COUNTY-related records and information pursuant to all statutory
15 laws relating to privacy and confidentiality that currently exists or exists
16 at any time during the term of this Agreement. CONTRACTOR represents and
17 warrants that it has implemented and will maintain during the term of this
18 Agreement administrative, physical, and technical safeguards to reasonably
19 protect private and confidential client information, to protect against
20 anticipated threats to the security or integrity of COUNTY data, and to
21 protect against unauthorized physical or electronic access to or use of COUNTY
22 data. Such safeguards and controls shall include at a minimum:

23 30.1.1.1 Storage of confidential paper files that
24 ensures records are secured, handled, transported, and destroyed in a manner
25 that prevents unauthorized access.

26 30.1.1.2 Control of access to physical and electronic
27 records to ensure COUNTY data is accessed only by individuals with a need to
28 know for the delivery of contract services.

1 30.1.1.3 Control to prevent unauthorized access and to
2 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
3 individuals.

4 30.1.1.4 Firewall protection.

5 30.1.1.5 Use of encryption methods of electronic
6 COUNTY data while in transit from CONTRACTOR networks to external networks,
7 when applicable.

8 30.1.1.6 Measures to securely store all COUNTY data,
9 including, but not be limited to, encryption at rest and multiple levels of
10 authentication and measures to ensure COUNTY data shall not be altered or
11 corrupted without COUNTY's prior written consent. CONTRACTOR further
12 represents and warrants that it has implemented and will maintain during the
13 term of this Agreement administrative, technical, and physical safeguards and
14 controls consistent with State and federal security requirements.

15 30.2 Security Breach Notification

16 30.2.1 CONTRACTOR shall have policies and procedures in place
17 for the effective management of Security Breaches, as defined below. In the
18 event of any actual, attempted, suspected, threatened, or reasonably
19 foreseeable circumstance CONTRACTOR experiences or learns of that either
20 compromises or could reasonably be expected to comprise COUNTY data through
21 unauthorized use, disclosure, or acquisition of COUNTY data ("Security
22 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After
23 such notification, CONTRACTOR shall, at its own expense, immediately:

24 30.2.1.1 Investigate to determine the nature and
25 extent of the Security Breach.

26 30.2.1.2 Contain the incident by taking necessary
27 action, including, but not limited to, attempting to recover records, revoking
28 access, and/or correcting weaknesses in security.

1 30.2.1.3 Report to COUNTY the nature of the Security
2 Breach, the COUNTY data used or disclosed, the person who made the
3 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
4 done or will do to mitigate any harmful effect of the unauthorized use or
5 disclosure, and the corrective action CONTRACTOR has taken or will take to
6 prevent future similar unauthorized use or disclosure.

7 30.2.2 The COUNTY, at its sole discretion and on a case-by-case
8 basis, will determine what actions are necessary in response to the Security
9 Breach and who will perform these actions. Actions may include, but are not
10 limited to: notifications; investigation and remediation costs, including
11 notification of all whose personal information was disclosed; outside
12 investigation; forensics; counsel; crisis management; and credit monitoring.
13 In the event COUNTY determines CONTRACTOR will conduct additional action(s),
14 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
15 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
16 shall reimburse COUNTY for costs associated to legally required actions.

17 31. COPYRIGHT ACCESS

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

22 32. WAIVER

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

1 breach thereof, or of any other covenant, condition, or agreement herein
2 contained.

3 33. PETTY CASH

4 CONTRACTOR is authorized to establish a petty cash fund in an amount not
5 to exceed one thousand dollars (\$1,000).

6 34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

7 34.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
8 The use and/or reproduction of COUNTY's name, logos, or symbols for any
9 purpose, including commercial advertisement, promotional purposes,
10 announcements, displays, or press releases, without COUNTY's prior written
11 consent is expressly prohibited.

12 34.2 CONTRACTOR may develop and publish information related to this
13 Agreement where all of the following conditions are satisfied:

14 34.2.1 ADMINISTRATOR provides its written approval of the
15 content and publication of the information at least thirty (30) days prior to
16 CONTRACTOR publishing the information, unless a different timeframe for
17 approval is agreed upon by the ADMINISTRATOR;

18 34.2.2 Unless directed otherwise by ADMINISTRATOR, the
19 information includes a statement that the program, wholly or in part, is
20 funded through County, State, and Federal Government funds;

21 34.2.3 The information does not give the appearance that the
22 COUNTY, its officers, employees, or agencies endorse:

23 34.2.3.1 Any commercial product or service; and,

24 34.2.3.2 Any product or service provided by
25 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

26 34.2.4 If CONTRACTOR uses social media (such as Facebook,
27 Twitter, YouTube, or other publicly available social media sites) to publish
28 information related to this Agreement, CONTRACTOR shall develop social media

1 policies and procedures and have them available to the ADMINISTRATOR.
2 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
3 they pertain to any social media developed in support of the services
4 described within this Agreement. The policy is available on the Internet at
5 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

6 35. REFERRALS

7 35.1 FFA General Services

8 CONTRACTOR shall not refuse individuals without approval of and
9 concurrence by the ADMINISTRATOR.

10 CONTRACTOR shall ensure referred Foster Child/NMDs individuals are
11 placed within seventy-two (72) hours from the date of referral, unless
12 otherwise authorized by ADMINISTRATOR.

13 35.2 FFA Psychosocial Assessments

14 CONTRACTOR shall not refuse referred RFA applicant families
15 without approval from the ADMINISTRATOR.

16 CONTRACTOR shall ensure referred Psychosocial Assessments are
17 completed within forty-five (45) days from the date of referral, unless
18 otherwise authorized by ADMINISTRATOR.

19 36. REPORTS

20 36.1 CONTRACTOR shall provide information deemed necessary by
21 ADMINISTRATOR to complete any State-required reports related to the services
22 provided under this Agreement.

23 36.2 CONTRACTOR shall maintain records and submit reports containing
24 such data and information regarding the performance of CONTRACTOR's services,
25 costs, or other data relating to this Agreement, as may be requested by
26 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
27 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

28 37. ENERGY EFFICIENCY STANDARDS

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

4 38. ENVIRONMENTAL PROTECTION STANDARDS

5 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC
6 Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et
7 seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter
8 referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be
9 hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

10 38.1 No facility to be utilized in the performance of the proposed
11 grant has been listed on the EPA List of Violating Facilities;

12 38.2 It will notify COUNTY prior to award of the receipt of any
13 communication from the Director, Office of Federal Activities, U.S. EPA,
14 indicating that a facility to be utilized for the grant is under consideration
15 to be listed on the EPA List of Violating Facilities; and

16 38.3 It will notify COUNTY and EPA about any known violation of the
17 above laws and regulations.

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

20 39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
21 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect
22 to those provisions set down by the OMB and published in the Federal Register
23 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these
24 laws and regulations, it is mutually understood that any contract which
25 utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR
26 must certify compliance utilizing a form provided by ADMINISTRATOR that cites
27 the following:

28 39.1.1 The definitions and prohibitions contained in the clause

1 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to
2 Influence Certain Federal Transactions, included in this solicitation, are
3 hereby incorporated by reference in Subparagraph B of this certification.

4 39.1.2 The offeror, by signing its offer, hereby certifies to
5 the best of his or her knowledge and belief as of December 23, 1989, that

6 39.1.2.1 No federal appropriated funds have been paid
7 or will be paid to any person for influencing or attempting to influence an
8 officer or employee of any agency, a Member of Congress, an officer or
9 employee of Congress, or an employee of a Member of Congress on his or her
10 behalf in connection with the awarding of any federal contract, the making of
11 any federal grant, the making of any federal loan, the entering into of any
12 cooperative agreement, and the extension, continuation, renewal, amendment, or
13 modification of any federal contract, grant, loan or cooperative agreement;

14 39.1.2.2 If any funds other than federal appropriated
15 funds (including profit or fee received under a covered federal transaction)
16 have been paid, or will be paid, to any person for influencing or attempting
17 to influence an officer or employee of any agency, a Member of Congress, an
18 officer or employee of Congress, or an employee of a Member of Congress on his
19 or her behalf in connection with this solicitation, the offeror shall complete
20 and submit with its offer, OMB standard form LLL, Disclosure of Lobbying
21 Activities, to the Contracting Officer; and

22 39.1.2.3 He or she will include the language of this
23 certification in all subcontract awards at any tier and require that all
24 recipients of subcontract awards in excess of \$100,000 shall certify and
25 disclose accordingly.

26 39.1.3 Submission of this certification and disclosure is a
27 prerequisite for making or entering into this Agreement imposed by Section
28 1352, Title 31, USC. Any person who makes an expenditure prohibited under

1 this provision or who fails to file or amend the disclosure form to be filed
2 or amended by this provision, shall be subject to a civil penalty of not less
3 than \$10,000, and not more than \$100,000, for each such failure.

4 40. POLITICAL ACTIVITY

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

8 41. TERMINATION PROVISIONS

9 41.1 ADMINISTRATOR may terminate this Agreement without penalty,
10 immediately with cause or after thirty (30) days written notice without cause,
11 unless otherwise specified. Notice shall be deemed served on the date of
12 mailing. Cause shall include, but not be limited, to any breach of contract,
13 any partial misrepresentation whether negligent or willful, fraud on the part
14 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
15 reasonable control, and repeated or continued violations of COUNTY ordinances
16 unrelated to performance under this Agreement that, in the reasonable opinion
17 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and
18 regulations. Exercise by ADMINISTRATOR of the right to terminate this
19 Agreement shall relieve COUNTY of all further obligations under this
20 Agreement.

21 41.2 For ninety (90) calendar days prior to the expiration date of this
22 Agreement, or upon notice of termination of this Agreement ("Transition
23 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
24 transfer of service responsibilities, case records, and pertinent documents.
25 The Transition Period may be modified as agreed upon in writing by the
26 parties. During the Transition Period, service and data access shall continue
27 to be made available to COUNTY without alteration. CONTRACTOR also shall
28 assist COUNTY in extracting and/or transitioning all data in the format

1 determined by COUNTY.

2 41.3 In the event of termination of this Agreement, cessation of
3 business by CONTRACTOR, or any other event preventing CONTRACTOR from
4 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
5 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
6 requested to do so on such media as reasonably requested by COUNTY, even if
7 COUNTY is then or is alleged to be in breach of this Agreement.

8 41.4 The obligations of COUNTY under this Agreement are contingent upon
9 the availability of federal and/or State funds, as applicable, for the
10 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
11 for the services hereunder in the budget approved by the Orange County Board
12 of Supervisors each fiscal year this Agreement remains in effect or operation.
13 In the event that such funding is terminated or reduced, ADMINISTRATOR may
14 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
15 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
16 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
17 notification of such determination. CONTRACTOR shall immediately comply with
18 ADMINISTRATOR's decision.

19 41.5 If any term, covenant, condition, or provision of this Agreement
20 or the application thereof is held invalid, void, or unenforceable, the
21 remainder of the provisions in this Agreement shall remain in full force and
22 effect and shall in no way be affected, impaired, or invalidated thereby.

23 42. GOVERNING LAW AND VENUE

24 This Agreement has been negotiated and executed in the State of
25 California and shall be governed by and construed under the laws of the State
26 of California, without reference to conflict of law provisions. In the event
27 of any legal action to enforce or interpret this Agreement, the sole and
28 exclusive venue shall be a court of competent jurisdiction located in Orange

1 County, California, and the parties hereto agree to and do hereby submit to
2 the jurisdiction of such court, notwithstanding Code of Civil Procedure
3 Section 394. Furthermore, the parties specifically agree to waive any and all
4 rights to request that an action be transferred for trial to another county.

5 43. SIGNATURE IN COUNTERPARTS

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

9 CONTRACTOR represents and warrants that the person executing this
10 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
11 actual authority to bind CONTRACTOR to each and every term, condition and
12 obligation of this Agreement and that all requirements of CONTRACTOR have been
13 fulfilled to provide such actual authority.

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

By: _____	By: _____
NAME	DIRECTOR
TITLE	COUNTY OF ORANGE
ORGANIZATION	SOCIAL SERVICES AGENCY

Dated: _____	Dated: _____
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APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF FOSTER FAMILY AGENCY

GENERAL SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to Foster Child and Non-Minor Dependent (NMD) under the terms of this Agreement.

2. GOAL

CONTRACTOR's goal is to _____

3. SERVICES

CONTRACTOR shall provide the following services:

3.1 Certified RFA Homes

CONTRACTOR shall provide RFA homes, also referred to as foster homes, certified by CONTRACTOR's trained evaluator that are in compliance with COUNTY regulations, state law, and federal law. Requirements that must be satisfied, approved, and/or cleared prior to certification and receiving any placements from COUNTY include, but are not limited to, the following:

3.1.1 A completed, signed, and approved application;

3.1.2 Completion of CONTRACTOR's certification training or annual recertification training, as required by HSC Section 1506(b)(2) by all adults residing in Resource Family home;

1 3.1.3 Submission of fingerprints to the U.S. Department of
2 Justice (DOJ), and clearance by the State Department of Social Services, if
3 necessary, for all adults residing in the Resource Family homes;

4 3.1.4 An approved physical examination for all adults residing
5 in the Resource Family home;

6 3.1.5 An approved tuberculosis test for all adults residing in
7 the Resource Family home;

8 3.1.6 Three (3) personal references for each certified Resource
9 Family residing in the Resource Family home;

10 3.1.7 A signed statement that acknowledges the requirement to
11 report suspected child and dependent adult/elder abuse, pursuant to Paragraph
12 27 of this Agreement;

13 3.1.8 A floor plan with dimensions of the Resource Family
14 homes, including all bedroom dimensions;

15 3.1.9 A disaster/emergency plan posted in an accessible area of
16 the Resource Family home and documentation evidencing assurance that disaster
17 drills are conducted once every six (6) months;

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

20 3.1.11 Functioning smoke alarms in appropriate locations;

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

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

25 3.1.14 A California Department of Motor Vehicles (DMV) printout
26 for all potential drivers; and whose driving records must not reflect
27 unacceptable moving violations and/or driver license suspensions.

28 3.1.15 A thorough, typewritten home study by CONTRACTOR's

evaluator to assess the suitability of the Resource Family home and to determine the type of Foster Child/NMD most appropriate for the home. The home study shall include an inspection for safety defects which could pose a hazard to children, including but not limited to, verification of compliance with HSC Section 1500 et seq., and CCR Section 89387 et seq., including the inaccessibility of swimming pools and other bodies of water.

3.2 Resource Family Training

All applicable requirements of WIC Section 18358 through 18358.36 And Continuum of Care Reform (CCR), Title 22, Division 6, Chapters 8.8 and 9.5 shall be met by CONTRACTOR.

3.2.1 CONTRACTOR shall ensure that all Resource Parents complete Prudent Parent training prior to accepting COUNTY placements.

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

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

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

3.2.3.2 Extended Foster Care;

3.2.3.3 Trauma Informed Parenting;

3.2.3.4 _____;

3.2.3.5 _____;

3.2.3.6 _____;

3.2.3.7 _____;

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

3.2.4 CONTRACTOR shall ensure training requirements are met and

1 shall retain written documentation of all training completed by Resource
2 Parents in the appropriate Resource Parents' files. Failure to comply will
3 result in a hold placed on the specific RFA home from future COUNTY placements
4 until compliance with training requirements are met.

5 3.3 FFA General Services

6 CONTRACTOR shall:

7 3.3.1 Actively recruit and maintain Resource Family Homes;

8 3.3.2 Collaborate with SSA to ensure placement is appropriate
9 and remains stable;

10 3.3.3 Accept Foster Child/NMD for placement in their approved
11 RFA homes;

12 3.3.4 Provide services that are client-centered, client-
13 friendly and provided in the Resource Family home as necessary;

14 3.3.5 Provide supportive services to approved Resource Family
15 homes as required by the State of California, as documented in FFA's approved
16 or pending approval program statements, and as necessary to maintain and
17 preserve placement;

18 3.3.6 Comply with State approved program statements which
19 includes provisions for Intensive Services Foster Care (ISFC) and/or
20 Therapeutic Foster Care (TFC) (hereafter referred to as "treatment agencies")
21 as currently defined by or as may be modified by the State. FFAs shall recruit
22 and maintain homes to provide these levels of care. Agencies providing neither
23 ISFC not TFC shall be referred to as non-treatment agencies.

24 3.3.7 Provide visitation monitoring and transportation as
25 needed in collaboration with Social Services Agency (SSA);

26 3.3.8 Attempt to make available Resource Family Homes that can
27 accommodate large (three or more) sibling sets;

28 3.3.9 Attempt to prioritize the placement of Orange County

1 children/NMDs in any Resource Family homes that lie within the boundaries of
2 Orange County.

3 3.3.10 Provide at a minimum a fourteen (14) calendar days
4 advanced written notice to have a child removed from placement in their
5 Resource Family Homes;

6 3.3.11 Utilize a mutually agreed upon secured method of
7 communication for all referrals on a form provided by SSA;

8 3.3.12 Confirm receipt of referrals using a mutually agreed upon
9 method;

10 3.3.13 Maintain safeguards set by SSA to ensure the
11 confidentiality of clients and all documents; and

12 3.3.14 Appear and testify at Juvenile Court hearings, if
13 subpoenaed.

14 3.3.15 Employ social workers responsible for ascertaining that
15 each Foster Child/NMD, for the purpose of placement, receives adequate support
16 services to ensure placement stability, and that Resource Parents receive
17 proper programmatic supervision, support and guidance. The social worker
18 shall meet respectively with the Foster Child/NMD and Resource Parents a
19 minimum of two (2) times per month. CONTRACTOR's social workers shall be
20 Master's degree level unless waived by California Department of Social
21 Services (CDSS) and Community Care Licensing Division (CCLD).

22 3.3.16 Ensure social workers's caseload not exceed fifteen (15)
23 Foster Child/NMDs for treatment agencies.

24 3.3.17 Ensure social workers's caseload not exceed twenty-five
25 (25) Foster Child/NMDs for non-treatment agencies.

26 3.3.18 Ensure CONTRACTOR's social worker works with COUNTY
27 Social Worker to find and support efforts in developing permanency, as defined
28 in Paragraph 4, Definitions, of this Agreement.

CONTRACTOR's social worker shall be responsible for:

3.3.18.1 _____

3.3.18.2 _____

3.3.18.3 _____;and

3.3.18.4 Ensuring that Foster Child/NMD is enrolled and maintains attendance in the local school district and/or school of origin, including cooperation with the Special Education Local Planning Agency (SELPA) in any needed assessment and follow-up for special education services, in the development and implementation of an Individual Education Plan (IEP), and surrogate parent appointment, as appropriate.

3.3.19 Promote and support the development of permanent connections that will serve as a support system for Foster Child/NMD.

3.3.20 Work with Foster Child/NMDs and COUNTY Social Worker to develop a list of expectations and limits regarding house rules appropriate for Foster Child/NMD.

3.3.21 Provide services as required by the Juvenile Court Order applicable to Foster Child/NMD or as determined by the Needs and Services Plan developed by COUNTY and CONTRACTOR to include but not be limited to therapy and medical appointments, monitored and/or supervised visitation, and transportation to and from visitation.

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

3.3.23 Assist COUNTY Social Worker in achieving timely family reunification, adoption, emancipation, and/or overall well-being of the Foster Child/NMD.

3.3.24 Provide the following with regard to NMDs:

1 3.3.24.1 Ensure NMD is consistent in participating in
2 AB 12 activities as defined in the Transitional Independent Living Plan
3 (TILP).

4 3.3.24.2 Support services and/or community resource
5 linkages that will facilitate the NMD's transition to independent living and
6 accomplish the goals set forth in the NMD's TILP.

7 3.3.25 Work with COUNTY Social Worker and NMD to support the
8 development of an independent living plan in the event of NMD's unplanned
9 termination.

10 3.4 Placements

11 COUNTY makes no warranty, expressed or implied, that CONTRACTOR will be
12 sent any minimum number of referrals. CONTRACTOR, therefore, may accept
13 placements referred by other public or private agencies not fully utilized by
14 COUNTY.

15 COUNTY reserves the right to assess the qualifications, capabilities,
16 etc., of the designated RFA homes prior to the Foster Child's/NMD's placement,
17 and reject the placement if the home is not suitable.

18 3.4.1 CONTRACTOR shall collaborate with SSA to ensure placement
19 is appropriate and remains stable.

20 3.4.2 CONTRACTOR shall accept, and provide services to Foster
21 Child/NMD and, as applicable, NMDs placed with CONTRACTOR by ADMINISTRATOR.

22 3.4.3 CONTRACTOR shall prioritize placement of Foster Child/NMD
23 as follows: 1) parents, 2) other relatives, 3) NREFM, 4) COUNTY RFA Homes, and
24 5) FFA certified homes.

25 3.5 Intake

26 3.5.1 Intake shall be handled by CONTRACTOR's social worker,
27 who will assess the referred Foster Child/NMD for the purpose of determining
28 if CONTRACTOR has a family available that will best meet Foster Child's/NMD's

1 needs. In the event a Foster Child/NMD is not accepted by CONTRACTOR,
2 CONTRACTOR shall provide details to COUNTY Social Worker as to the reason(s).

3 3.5.2 Respite and short-term placements may be accepted by
4 CONTRACTOR as space permits. Additionally, Foster Child/NMD completing a
5 twenty-four (24) hour residential care program, who is in need of and would
6 benefit from foster care, may be accepted by CONTRACTOR.

7 4. CHILD AND FAMILY TEAM (CFT)

8 4.1 CONTRACTOR shall provide CFT (formerly known as TDM) training to
9 CONTRACTOR's social workers and Resource Parents as the process for all
10 placement change decisions.

11 4.2 In the event of a placement instability or disruption,
12 CONTRACTOR's social worker and Resource Parents agree to participate in a CFT
13 meeting with all treatment providers to formulate a resolution that will best
14 serve the needs of the Foster Child/NMD.

15 5. BASIC NEEDS

16 CONTRACTOR shall provide the following basic needs:

17 5.1 Clothing

18 5.1.1 Within seven (7) business days of initial placement,
19 CONTRACTOR shall provide clothing as requested by SSA Placement staff or
20 COUNTY Social Worker. CONTRACTOR shall have available funds for initial
21 clothing expenses if the RFA Home is unable to provide for these costs.

22 5.1.2 CONTRACTOR shall designate in its Program Statement an
23 amount of money each month to be used to purchase clothing that will meet
24 Foster Child's/NMD's basic needs in a manner appropriate to his/her social
25 environment and daily activities that also support Foster Child/NMD's self-
26 esteem. This amount shall be in accordance with CDSS Children and Family
27 Services (CFS) Division Resource Family home Rates.

28 CONTRACTOR shall document all clothing purchases in Foster

1 Child's/NMD's record.

2 5.1.3 Clothing items are the property of each Foster Child/NMD
3 and shall be retained by Foster Child/NMD when placement is terminated.

4 5.2 Personal Needs

5 5.2.1 CONTRACTOR shall ensure each Foster Child/NMD is provided
6 with personal care items, including, but not limited to, toothpaste,
7 toothbrush, soap, hair care items and hygienic supplies. Ethnically
8 appropriate and/or specialty personal care items shall be provided when
9 applicable.

10 5.2.2 CONTRACTOR shall ensure that the Foster Child's/NMD's
11 belongings are properly stored and can be easily transported in
12 luggage/suitcase(s), canvas bags, plastic bins, drawstring bags, etc.

13 5.2.3 CONTRACTOR shall contact local community resources and/or
14 COUNTY Social Worker for possible assistance if necessary.

15 5.2.4 CONTRACTOR shall ensure that each school age Foster
16 Child/NMD is provided appropriate weather attire, a book bag, and other items
17 identified as essential by officials at Foster Child/NMD's school.

18 5.2.5 CONTRACTOR shall ensure that a separate and secure
19 storage area for personal items is made available for each Foster Child/NMD.

20 CONTRACTOR shall ensure that each Foster Child/NMD is provided
21 clean, fresh towels, mattress pads, sheets, blankets and pillows in a
22 sufficient number to ensure cleanliness and warmth.

23 5.2.6 Personal items are to be the property of each Foster
24 Child/NMD and shall be retained by Foster Child/NMD when placement is
25 terminated.

26 5.3 Food

27 CONTRACTOR shall ensure each Foster Child/NMD is provided an adequate
28 balanced diet as required by CCLD regulations. Such food shall be prepared

1 and served in sanitary surroundings.

2 5.4 Allowance

3 5.4.1 CONTRACTOR shall ensure each Foster Child/NMD is provided
4 with a minimum weekly allowance according to age, as follows:

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

5
6
7
8 5.4.2 CONTRACTOR shall encourage RFA Homes to provide Foster
9 Child/NMD with a higher allowance than indicated.

10 5.4.3 CONTRACTOR shall document the payment of allowance in
11 each Foster Child's file with the record initialed by the Foster Child/NMD to
12 verify receipt.

13 5.5 Physical Plan

14 5.5.1 CONTRACTOR shall require that its RFA homes are
15 maintained in a manner that ensures the well-being, protection, health,
16 safety, and comfort of each Foster Child/NMD as defined by CCLD regulations
17 and applicable California health and safety regulations. Alcohol shall be
18 locked up and inaccessible to all Foster Child/NMD in the RFA Home.

19 5.5.2 Each Foster Child/NMD shall be afforded a degree of
20 privacy, as described in WIC Section 16001.9.

21 5.6 Medical Needs

22 5.6.1 CONTRACTOR shall ensure that information regarding proper
23 medical, dental, mental health, educational, and specialty care resources are
24 provided to Resource Parents as appropriate to meet the individualized needs
25 of each Foster Child/NMD. Minimum medical and dental care to be made
26 available to Foster Child/NMD are as follows:

27 5.6.1.1 Physical examination within thirty (30) days
28 of placement, unless CONTRACTOR has written documentation from a previous

1 caregiver of an examination within the previous eleven (11) months with no
2 follow-up recommended. A physical examination is to be provided every twelve
3 (12) months thereafter.

4 5.6.1.2 Dental examination within thirty (30) days of
5 placement for Foster Child/NMD age three (3) years if the physical examination
6 report warrants it or as required by COUNTY Social Worker. CONTRACTOR's
7 social worker or attending physician shall refer Foster Child/NMD for a dental
8 appointment.

9 5.6.2 CONTRACTOR shall maintain medical documentation in the
10 Foster Child's/NMD's file for the following:

11 5.6.2.1 Authorization by a physician for the
12 administration of specified over-the-counter medication;

13 5.6.2.2 Authorization for prescribed medication, at
14 minimum, in the form of a pharmacy fill notice;

15 5.6.2.3 A copy of the court order authorizing
16 psychotropic medication(s) when applicable;

17 5.6.2.4 Administration of needed immunizations;

18 5.6.2.5 Monthly weight monitoring; and

19 5.6.2.6 Monitoring of overall physical development
20 and care.

21 5.6.3 CONTRACTOR shall provide COUNTY with timely updates of
22 information as defined by COUNTY policies and procedures regarding the Health
23 and Education Passport (HEP).

24 5.6.4 CONTRACTOR shall recognize the NMD's legal right to
25 maintain the confidentiality of his/her personal medical conditions, consent
26 for medical treatment, and consent to take medication, including psychotropic
27 medication.

28 5.6.5 CONTRACTOR shall maintain the confidentiality of

1 information contained in the NMD's HEP. Information contained in the HEP
2 shall only be provided to NMD's caregiver, if NMD provides prior written
3 consent to release to specified parties.

4 5.6.6 CONTRACTOR shall assist the NMD to develop the skills to
5 select, obtain, or decline medical, dental, vision, and mental health
6 services, and ensure the NMD receives necessary services.

7 5.6.7 CONTRACTOR shall determine the best needs for the NMD
8 only in the event that NMD cannot make the determination independently.

9 6. SPECIAL OR UNPLANNED INCIDENTS

10 6.1 Serious Illness, Accident/Injury or Death

11 CONTRACTOR shall immediately telephone COUNTY Social Worker upon
12 becoming aware of any serious illness, accident/injury or death of a Foster
13 Child/NMD in CONTRACTOR's care. If COUNTY Social Worker is unavailable,
14 CONTRACTOR shall notify Orangewood Children and Family Center (OCFC) Intake
15 Services at (714) 935-7171. CONTRACTOR shall follow the verbal report with
16 the submission of an electronic Special Incident Report, via the online Foster
17 Child/NMD Information (FYI) System, within one (1) business day of such
18 serious illness, accident/injury or death occurs. In the event the FYI System
19 is not available, CONTRACTOR shall submit the Special Incident Report via
20 facsimile within one (1) business day of the incident to avoid delinquency.
21 Standard protocol shall resume once the FYI System becomes available. The
22 verbal and electronic/facsimile reports shall include, but not be limited to:

23 6.1.1 Name of the Foster Child/NMD;

24 6.1.2 Date of serious illness, accident/injury or death;

25 6.1.3 Nature of the illness/injury or the circumstances of the
26 death;

27 6.1.4 Name or names of CONTRACTOR's officers, employees or
28 agents with knowledge of the event;

1 6.1.5 Name of the attending physician;

2 6.1.6 Name of the hospital;

3 6.1.7 When applicable, the police report number, name of the
4 police agency handling the incident, date of the police report, and a summary
5 of the circumstances.

6 6.2 Absence Without Leave

7 An authorized absence is one in which COUNTY Social Worker and
8 CONTRACTOR have mutually agreed upon the specific dates and/or circumstances
9 of the absence. In the occurrence of any other absence of a Foster Child/NMD
10 from his/her placement, CONTRACTOR shall immediately telephone COUNTY Social
11 Worker and the local law enforcement agency. If COUNTY Social Worker is not
12 available, CONTRACTOR shall notify OCFC Intake Services at (714) 935-7171.
13 The verbal report shall be followed by written notification from CONTRACTOR to
14 ADMINISTRATOR within three (3) business day of such absence without leave.

15 6.2.1 CONTRACTOR shall immediately notify COUNTY Social Worker
16 and local law enforcement agency if Foster Child/NMD returns voluntarily.

17 6.2.2 CONTRACTOR shall meet with Foster Child/NMD to discuss
18 the significance of his/her absence upon the return of Foster Child/NMD. All
19 resulting discussion shall be documented in Foster Child's/NMD's record.

20 6.2.3 CONTRACTOR shall file a report, including local law
21 enforcement agency information, in Foster Child's/NMD's record of the action
22 taken by CONTRACTOR as a result of the absence, with a copy to COUNTY Social
23 Worker.

24 6.2.4 CONTRACTOR shall deliver Foster Child's/NMD's clothing
25 and personal needs items to SSA/CFS Division office located at 800 North
26 Eckhoff Street, Orange, CA 92868, within seven (7) calendar days if Foster
27 Child/NMD does not return to the home.

28 6.3 Other Special Incidents

1 6.3.1 CONTRACTOR shall notify COUNTY Social Worker immediately,
2 within ten (10) minutes by telephone if any of the following occurs:

3 6.3.1.1 Foster Child's/NMD's school takes suspension
4 or expulsion action;

5 6.3.1.2 Foster Child/NMD engages in behavior which
6 comes to the attention of law enforcement agencies;

7 6.3.1.3 Any behavior or activity by any Foster
8 Child/NMD which substantially disrupts activities within the RFA home and
9 jeopardizes the status, safety, and health of another person; and/or

10 6.3.1.4 A serious incident involving a person other
11 than a Foster Child/NMD placed by COUNTY that could jeopardize the status,
12 safety, or health of a Foster Child/NMD placed by COUNTY.

13 6.3.2 CONTRACTOR shall follow the telephone report with the
14 submission of an electronic Special Incident Report via the online FYI System
15 to COUNTY Social Worker and SSA Contract Administrator within three (3)
16 business days of the incident, or as otherwise instructed by ADMINISTRATOR.

17 6.4 Unplanned Termination

18 CONTRACTOR shall work with COUNTY Social Worker for the best
19 transition in the event of the NMD's unplanned termination from services.

20 7. REMOVAL, TRANSFER, AND/OR RESPITE OF FOSTER CHILD/NMD

21 7.1 ADMINISTRATOR may, in its sole discretion, remove, any or all
22 Foster Child/NMDs placed with CONTRACTOR at any time with or without stating
23 cause. COUNTY will conduct CFT meetings that include CONTRACTOR's social
24 worker and Resource Parents prior to non-emergent placement changes.

25 7.2 Except in the case of a critical emergency, no Foster Child/NMD
26 shall be removed by CONTRACTOR without prior authorization from COUNTY Social
27 Worker including a move to and from respite care. CONTRACTOR shall notify
28 COUNTY Social Worker within fifteen (15) minutes of any placement disruption.

1 If COUNTY Social Worker is not available, CONTRACTOR shall immediately notify
2 the CFS Officer of the Day and/or COUNTY Social Worker's supervisor. If none
3 of the above individuals are available, CONTRACTOR shall notify OCFC Intake
4 Services at (714) 935-7080. CONTRACTOR shall retain in Foster Child's/NMD's
5 file, documentation of such authorization and notification.

6 7.3 CONTRACTOR shall contact COUNTY Social Worker to request a CFT
7 meeting at the earliest sign of a placement disruption and prior to the
8 submittal of a fourteen (14) days removal notice.

9 8. RECRUITMENT OF RESOURCE PARENTS

10 8.1 CONTRACTOR shall not recruit any Resource Parent who is currently
11 licensed by COUNTY or has submitted an application to COUNTY for licensing.
12 Prior to the evaluation and certification of Resource Parents by CONTRACTOR,
13 CONTRACTOR shall contact COUNTY RFA home Licensing Unit to ensure that there
14 will be no duplication of licensing/certification.

15 8.2 CONTRACTOR shall not utilize false or misleading advertisements
16 when recruiting Resource Parents.

17 9. CONTRACTOR'S PROGRAM STATEMENT

18 9.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or
19 revised Program Statement submitted to the CDSS Foster Care Rates Bureau
20 and/or CCLD prior to the execution of this Agreement and shall submit all
21 revised Program Statements thereafter. Provisions of the revised Program
22 Statement shall supersede the provisions contained in the previous Program
23 Statement to the extent that they conflict.

24 9.2 CONTRACTOR shall complete the number of contacts per month with
25 each Foster Child/NMD as indicated in their Program Statement.

26 10. NEEDS AND SERVICES PLAN

27 10.1 The Needs and Services Plan shall apply only to Foster Child/NMD
28 and shall be developed in partnership with all of Foster Child/MND's treatment

1 providers, including CONTRACTOR's social worker, within the first thirty (30)
2 days of placement. A copy of the plan, signed by all parties, shall be placed
3 in Foster Child/NMD's file. The plan shall be based on information including,
4 but not limited to:

5 10.1.1 Review of the HEP;

6 10.1.2 Placement information;

7 10.1.3 Service needs of Foster Child/NMD;

8 10.1.4 Transportation and monitored visitation requirements; and
9 Support for Foster Child/NMD, age fifteen and one-half (15½) years and older,
10 in the development of a TILP.

11 10.2 CONTRACTOR shall update The Needs and Services Plan with all
12 applicable signatures on a quarterly basis, unless otherwise specified. The
13 quarterly review may be conducted at CONTRACTOR's facility with CONTRACTOR's
14 social worker and CONTRACTOR.

15 11. SMOKE FREE ENVIRONMENT

16 CONTRACTOR shall be in compliance with HSC Sections 1530.7 and 118948
17 and CCR, Title 22, Division 6, Chapter 9.5, Article 3, Section 89374(a)(1),
18 which precludes anyone from smoking inside a motor vehicle.

19 11.1 HSC Section 1530.7 extends the health and safety protection
20 specifically to foster children by providing that:

21 11.1.1 Persons who are licensed or certified to provide
22 residential care in a Resource Family home or certified family home shall not
23 smoke or permit any other person to smoke inside the facility, or on the
24 outdoor grounds when the Foster Child/NMD is present;

25 11.1.2 A person licensed or certified to provide residential
26 foster care shall not smoke in any motor vehicle regularly used to transport
27 the child.

28 12. FACILITIES

1 12.1 Services shall be provided in certified FFA homes and at
2 CONTRACTOR's main office located at:

3 _____
4 _____
5 _____

6 12.2 CONTRACTOR shall immediately notify ADMINISTRATOR of changes to
7 its main office location.

8 13. CONTRACT ADMINISTRATION

9 CONTRACTOR shall, with ADMINISTRATOR approval, designate a liaison to
10 have primary responsibility for the coordination activities required to comply
11 with this Agreement.

12 14. ADDITIONAL RESPONSIBILITIES

13 CONTRACTOR shall:

14 14.1 Comply with requirements, including initial data entry and ongoing
15 maintenance of information on the automated, secure, web-based Foster Family
16 Agency Placement System, which could be implemented by COUNTY during the term
17 of this Agreement. The automated placement system pertains to CONTRACTOR'S
18 agency and Resource families it oversees. The data system is intended to
19 facilitate suitable placements while maintaining confidentiality of
20 CONTRACTOR's information.

21 14.2 Participate in Ice Breaker meetings between Foster Child/NMD's
22 parents and FFA caregivers as a team-building experience. CONTRACTOR shall be
23 responsible for training its social workers and caregivers in conducting Ice
24 Breakers. The Ice Breaker meeting shall take place at the time of placement
25 to discuss Foster Child/NMD's needs, visitation arrangements, and collaborate
26 on appropriate ways to best serve the needs of Foster Child/NMD and assist
27 with placement transitions.

28 14.3 Provide transportation for Foster Child/NMD as indicated in the

1 Needs and Services Plan, Education Case Plan, School of Origin Travel Plan, or
2 as requested by COUNTY Social Worker. Transportation requested may include,
3 but is not be limited to, transportation to and from medical/dental
4 appointments, court hearings, school of origin, and monitored visits. On an
5 emergency basis or as deemed necessary, CONTRACTOR shall assist the certified
6 RFA home with transportation. CONTRACTOR shall ensure transportation needs
7 are met.

8 14.4 Transport for NMDs in compliance with CCR, Title 22, Division 6,
9 Sections 893174, which requires CONTRACTOR to permit the NMD to arrange for
10 his/her own transportation, unless otherwise specified in the TILP.

11 14.5 Provide professional treatment suited to Foster Child/NMD's needs
12 and assist NMD with decisions related to professional treatment, if necessary
13 or as requested by NMD.

14 14.6 Provide Foster Child/NMD with a nurturing, caring, and familial
15 environment.

16 14.7 Consider the cultural, religious, ethnic, and/or racial background
17 of the Foster Child/NMD as well as the capacity of the prospective Resource
18 Parents to meet the needs of Foster Child/NMD.

19 14.8 Consider proximity to school, family, and community.

20 14.9 Confirm with COUNTY Social Worker that services are consistent
21 with the court ordered Case Plan and the Needs and Services Plan.

22 14.10 Follow intake requirements related to medical, dental, behavioral,
23 and developmental screening, physical examination, and medication policies as
24 designated by COUNTY.

25 14.11 Comply with federal, State, and COUNTY requirements, and work with
26 COUNTY in planning for Foster Child/NMD.

27 14.12 Transport Foster Child/NMD to hearing, if requested by
28 ADMINSTRATOR, upon receipt of the Notice of Hearing, as defined in

1 Subparagraph 4.24 of this Agreement.

2 14.13 Encourage the maintenance of the parent-child relationship,
3 encourage other familial relationships, and include parents, relatives, and
4 NREFMs in the Foster Child/NMD's Treatment Plan, as defined in Subparagraph
5 16.2 of this Exhibit A, unless determined by COUNTY to be contraindicated.

6 14.14 Not use any type of degrading or humiliating punishment, such as
7 corporal punishment, deprivation of meals, cessation of visits from parents or
8 siblings, threat of removal as a punishment or disciplinary method.

9 14.15 Comply with Foster Child's/NMD's Treatment Plan and meet as
10 requested by COUNTY Social Worker, with maximum involvement of Foster
11 Child/NMD, parents, the Court Appointed Special Advocate (CASA), and
12 ADMINISTRATOR.

13 14.16 Collaborate with COUNTY Social Worker in support of Foster
14 Child/NMD's permanency.

15 15. FOSTER CHILD/NMD'S CASE RECORDS

16 Records of Foster Child/NMD shall be subject to the provisions of any
17 applicable policies and orders of the Orange County Juvenile Court.

18 In addition to the requirements of Subparagraph 23.2 of this Agreement,
19 Foster Child's/NMD's records shall be maintained by CONTRACTOR and include,
20 but not be limited to, the following:

21 15.1 Copies of the initial and all revised Needs and Services Plans;

22 15.2 A copy of the court ordered Case Plan as provided by COUNTY Social
23 Worker;

24 15.3 Diagnostic studies;

25 15.4 Reports on interviews with Foster Child/NMD;

26 15.5 Progress notes and school performance;

27 15.6 Special Incident Reports;

28 15.7 Written quarterly treatment summaries, copies of which are to be

1 submitted to COUNTY Social Worker upon completion:

2 15.8 Any reports from behavioral health treatment professionals as
3 provided to CONTRACTOR by COUNTY Social Worker;

4 15.9 Foster Child's/NMD's foster placement packet as provided by COUNTY
5 Social Worker;

6 15.10 Updated copies of the HEP;

7 15.11 Termination summary, a copy of which is to be submitted to COUNTY
8 Social Worker within ten (10) business days of termination of placement; and

9 15.12 Foster Child's/NMD's records to be maintained in the RFA Home
10 which shall include, but are not limited to:

11 15.12.1 Foster care agreement;

12 15.12.2 Medical authorization;

13 15.12.3 Visitation order; and

14 15.12.4 Case Plan and TILP for NMD.

15 16. REPORTS

16 CONTRACTOR shall provide the following reports and any other reports
17 ADMINISTRATOR may deem necessary, in a format and time period approved by
18 ADMINISTRATOR:

19 16.1 Foster Child/NMD Population

20 CONTRACTOR shall prepare and submit to ADMINISTRATOR monthly reports
21 regarding admissions, discharges, service provision and changes in staff
22 positions, placement changes, certification and decertification of homes, and
23 CONTRACTOR's Social Worker contacts with Foster Child/NMD. The first Foster
24 Child/NMD Population monthly report is due _____. Thereafter,
25 CONTRACTOR shall submit the report by the tenth (10th) calendar day of the
26 following month.

27 16.1.1 Notify ADMINISTRATOR of staff changes, such as
28 Supervisor, Social Worker, Program Director, and Therapist, by telephone

1 within one (1) business day and in writing within seven (7) business days.

2 16.2 Treatment Plan

3 16.2.1 CONTRACTOR's social worker shall prepare and submit to
4 COUNTY Social Worker a Treatment Plan for each Foster Child/NMD to whom he/she
5 is assigned within the first (30) days of placement. The Treatment Plan
6 information shall include, but not be limited to:

7 16.2.1.1 Medical and dental needs;

8 16.2.1.2 Psychological/psychiatric evaluations

9 obtained;

10 16.2.1.3 Staffing review summaries;

11 16.2.1.4 Educational assessment;

12 16.2.1.5 Peer adjustment;

13 16.2.1.6 Relationships with staff and Resource
14 Parents;

15 16.2.1.7 Involvement in recreation programs;

16 16.2.1.8 Behavioral problems;

17 16.2.1.9 Involvement/relationship with parents,
18 relatives, and friends; and

19 16.2.1.10 Independent Living Program (ILP), when
20 appropriate.

21 16.2.2 CONTRACTOR shall ensure the Treatment Plan for the NMD is
22 consistent with the NMD's TILP goals and supports the NMD in meeting those
23 goals and working towards achieving self-sufficiency. CONTRACTOR shall ensure
24 medical and dental needs and educational assessments are provided to NMD.

25 16.3 Quarterly Report

26 CONTRACTOR shall submit to COUNTY Social Worker, on a quarterly basis,
27 written evaluations of each Foster Child/NMD and/or NMD placed with CONTRACTOR
28 by COUNTY. These reports shall be submitted by the tenth (10th) calendar day

1 of the month following each three (3) month reporting period, either
2 electronically through SSA's Secure Communication Management System (SCMS), or
3 in another format deemed appropriate by ADMINISTRATOR.

4 16.3.1 The quarterly report for Foster Child/NMD shall include,
5 but not be limited to:

6 16.3.1.1 Progress toward accomplishing long-range
7 goal(s), short-term objectives, and tasks since the previous quarterly report;

8 16.3.1.2 Identification of Foster Child/NMD's unmet
9 needs, assessment of unmet needs and efforts made to meet those needs;

10 16.3.1.3 Reassessment of Foster Child/NMD's adjustment
11 to CONTRACTOR's RFA Home, Treatment Plan, school, and FFA staff;

12 16.3.1.4 Current status of Foster Child/NMD's physical
13 and psychological health, and report of medical care received and
14 medication(s) given;

15 16.3.1.5 Modification of the Treatment Plan, and as
16 necessary, the tasks to be performed and changes in the anticipated length of
17 placement; and

18 16.3.1.6 Summary of contacts with Foster Child/NMD,
19 CONTRACTOR's RFA Home, and Foster Child/NMD's biological family.

20 16.3.2 Quarterly report for the NMD shall include, but not be
21 limited to:

22 16.3.2.1 NMD's progress in meeting at least one
23 Extended Foster Care participation requirement as defined in the TILP;
24 progress in meeting TILP goals for maintaining eligibility for Extended Foster
25 Care; and, as applicable, progress toward transitioning to self-sufficiency,
26 including educational achievements, employment search/job retention, housing
27 search, and other relevant activities; and

28 16.3.2.2 Summary of support services CONTRACTOR

1 provided to NMD to facilitate achieving goals set forth in the TILP.

2 16.4 Termination Summary

3 CONTRACTOR shall prepare and submit to COUNTY Social Worker, within ten
4 (10) business days of termination of placement, a closing summary of the
5 records relating to treatment of Foster Child/NMD.

6 17. CONFLICT RESOLUTION

7 In the event CONTRACTOR and COUNTY are unable to resolve differences of
8 opinion regarding the necessity and/or appropriateness of services and length
9 of services, the parties shall attempt to resolve the dispute in the following
10 order:

11 17.1 CONTRACTOR and COUNTY Social Worker shall first attempt to resolve
12 the dispute;

13 17.2 CONTRACTOR and COUNTY Senior Social Services Supervisor shall then
14 attempt to resolve the dispute if CONTRACTOR and COUNTY Social Worker are
15 unable to resolve the dispute;

16 17.3 CONTRACTOR and COUNTY Program Managers from the assigned CFS
17 program and the Foster Care Support and Development Program shall then attempt
18 to resolve the dispute if CONTRACTOR and COUNTY Senior Social Services
19 Supervisor are unable to resolve the dispute; and

20 17.4 CONTRACTOR shall accept Director of CFS Division final authority
21 and sole discretion to resolve any dispute as to the necessity and
22 appropriateness of services and length of services.

23 18. CONTRACTOR'S STAFF

24 In addition to personnel disclosure requirements set forth in Paragraph
25 24 of this Agreement, during the term of this Agreement, CONTRACTOR shall:

26 18.1 Hire qualified staff in accordance with all applicable statutes
27 and regulations and comply with CCR Title 22, Division 6 for criminal record
28 clearances.

1 18.2 Maintain a personnel file on each employee, which shall include,
2 but not be limited to, the following information:

3 18.2.1 The name of the person who completed employment
4 application;

5 18.2.2 A completed and signed criminal record statement;

6 18.2.3 Written performance evaluations;

7 18.2.4 Proof of automobile insurance;

8 18.2.5 Completed reference checks;

9 18.2.6 Completed initial physical exam;

10 18.2.7 Completed tuberculosis test (within seven (7) days of
11 employment);

12 18.2.8 Department of Motor Vehicle (DMV) driving record
13 printout;

14 18.2.9 Confidentiality agreement;

15 18.2.10 Child abuse reporting statement;

16 18.2.11 Education credentials;

17 18.2.12 Annual training completed; and

18 18.2.13 Disciplinary actions taken, if applicable.

19 18.3 Establish and maintain documentation of in-service training for
20 staff involved in direct contact with Foster Child/NMDs. Each personnel file
21 shall contain documentation of attendance and content provided to that
22 employee.

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EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF FOSTER FAMILY AGENCY
PSYCHOSOCIAL ASSESSMENT SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to ADMINISTRATOR referred Resource Family Applicants, including relative caretakers, Non-Related Extended Family Members (NREFMs), seeking to provide a Resource Family Home for related and unrelated children and Non-Minor dependents (NMD) in out-of-home care placement, hereinafter referred to as "CLIENTS".

2. WORKLOAD STANDARDS

CONTRACTOR shall count each Psychosocial Assessment as one (1) assessment regardless of the number of family or household members being served. Psychosocial Assessments shall be completed in entirety to qualify for reimbursement.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s), as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors.

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday

1 schedule which is as follows: New Year's Day, Martin Luther King Day,
2 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
3 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
4 Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written
5 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
6 schedule and the hours listed in Subparagraph 3.1 of this Exhibit B. Any
7 unauthorized closure shall be deemed a material breach of this Agreement,
8 pursuant to Paragraph 18, and shall not be reimbursed.

9 4. SERVICES

10 4.1 CONTRACTOR shall:

11 4.1.1 Provide services that are client-centered, client-
12 friendly, and provided in the family's residence and/or an agreed upon
13 location as necessary.

14 4.1.2 Utilize a mutually agreed upon secured method of
15 communication for all referrals on a form provided by ADMINISTRATOR.

16 4.1.3 Complete Psychosocial Assessments on referred CLIENTS in
17 a manner consistent with current RFA State of California Written Directives.

18 4.1.4 Conduct face-to-face interviews with RFA applicant, all
19 members of their household and any other person(s) deemed necessary.

20 4.1.5 Conduct interviews with applicant and/or other
21 individuals in the family home and other convenient locations such as during
22 trainings or in a classroom environment, as necessary, to complete the
23 Psychosocial Assessment.

24 4.1.6 Complete any and all forms necessary to complete the
25 Psychosocial Assessment as approved and provided by ADMINISTRATOR.

26 4.1.7 Accept a maximum of five (5) Psychosocial Assessment
27 referrals per month; however, ADMINISTRATOR reserves the right to exceed the
28 monthly maximum as agreed and based upon FFA's ability to accept additional

1 referrals.

2 4.1.8 Complete Psychosocial Assessments on the referred CLIENTS
3 within forty-five (45) calendar days of receiving referral. The first day
4 begins the next business day after the referral is sent.

5 4.1.9 Notify ADMINISTRATOR's staff in writing by the thirty-
6 first (31st) day from initial referral, if CONTRACTOR is unable to complete
7 Psychosocial Assessment. Written notice shall include an explanation of any
8 barriers that have contributed to the delay.

9 4.1.10 Maintain verbal and/or written contact with ADMINISTRATOR
10 RFA Program staff at a minimum of every fifteen (15) calendar days to discuss
11 progress toward completing Psychosocial Assessment and any encountered
12 barriers.

13 4.1.11 Receive ADMINISTRATOR approval to terminate CLIENT
14 services.

15 4.1.12 Provide to ADMINISTRATOR's designate staff a minimum of
16 one (1) business day, advance written notice to terminate a CLIENT from
17 further service after receiving approval for termination.

18 4.1.13 Prepare any additional information regarding Psychosocial
19 Assessments in a format approved by ADMINISTRATOR. ADMINISTRATOR may add,
20 delete, waive or otherwise modify individual reporting requirements.

21 4.1.14 Contact each referred CLIENT, by telephone, within two
22 (2) business days of receiving the referral to schedule an initial
23 appointment. In the event the CLIENT cannot be reached via the telephone,
24 CONTRACTOR shall send a letter to the CLIENT's address inviting the CLIENT to
25 contact CONTRACTOR to schedule an initial appointment. CONTRACTOR shall
26 notify the ADMINISTRATOR's designated staff, by telephone and in writing,
27 within fourteen (14) calendar days of receiving the referral if attempts to
28 reach the CLIENT are unsuccessful. CONTRACTOR must maintain written

1 documentation of all attempted CLIENT contacts and submit to ADMINISTRATOR
2 staff.

3 4.1.15 Contact CLIENTS to provide reminders of appointments to
4 ensure CLIENT compliance;

5 4.1.16 Confirm receipt of referrals using ADMINISTRATOR's
6 approved form. CONTRACTOR shall document the date the referral is received.

7 4.1.17 Collaborate with ADMINISTRATOR in signing the Adoption
8 Placement Agreement to qualify for PAARP funding reimbursement as applicable.

9 4.1.18 Seek compensation through PAARP when appropriate and/or
10 as eligible and reimburse ADMINISTRATOR when obtained.

11 4.1.19 Maintain safeguards set by ADMINISTRATOR to ensure the
12 confidentiality of clients and all paperwork.

13 4.1.20 Appear and testify at Juvenile Court hearings when
14 requested by ADMINISTRATOR.

15 4.1.21 Require CLIENT to sign authorization to release
16 information between ADMINISTRATOR and CONTRACTOR for the purpose of
17 facilitating psychosocial assessment.

18 4.1.22 Complete, at minimum, seventy percent (70%) of referred
19 Psychosocial Assessments within forty-five (45) calendar days.

20 4.1.23 Provide referred CLIENT(s) an opportunity to comply with
21 required RFA Psychosocial Assessment by offering client-friendly and
22 professionally delivered services in the CLIENT's home and/or other agreed
23 upon locations.

24 5. FACILITIES

25 5.1 Administrative services under this Agreement shall be provided at:

26 FFA AGENCY

27 FFA Contact

28 Street Address

1 City, State, Zip

2 5.2 Psychosocial Assessments shall be provided in the homes of CLIENTS
3 referred for service or CLIENT convenient locations, as necessary.

4 6. CASE RECORDS

5 CONTRACTOR shall maintain case records on each referral which shall
6 include, but not be limited to the following:

7 6.1 Psychosocial Assessments and any related documentation;

8 6.2 Authorization to release information between ADMINISTRATOR, and
9 CONTRACTOR.

10 7. UTILIZATION REVIEW

11 7.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-
12 annually to review and evaluate a random selection of family case records.
13 The review may include, but is not limited to, an evaluation of the necessity
14 and appropriateness of services provided and length of services. CLIENT cases
15 to be reviewed shall be randomly selected by ADMINISTRATOR and may include
16 both open and closed cases.

17 7.2 ADMINISTRATOR may conduct a Utilization Review (UR) at
18 CONTRACTOR'S facility referenced in Paragraph 5 of this Exhibit B, with date
19 and time determined at ADMINISTRATOR'S discretion. ADMINISTRATOR may provide
20 oral and/or written feedback regarding the UR findings. CONTRACTOR shall
21 comply with the findings of the UR and take corrective action accordingly.

22 7.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and
23 Family Services staff representatives and/or ADMINISTRATOR's designee are
24 unable to resolve differences of opinion regarding the necessity and
25 appropriateness of services and length of services, the dispute shall be
26 submitted to COUNTY's Director of Children and Family Services for final
27 resolution. Nothing in this subparagraph shall affect COUNTY's termination
28 rights under Paragraph 41 of this Agreement.

1 8. COMPENSATION FEE-FOR-SERVICE

2 8.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR,
3 monthly in arrears, \$2,000.00 for each completed Psychosocial Assessment.

4 8.2 CONTRACTOR, if eligible, shall submit claims for PAARP funding on
5 all qualified Psychosocial Assessments. If the CONTRACTOR is reimbursed
6 through PAARP funding, CONTRACTOR shall credit reimbursed amount back to the
7 COUNTY within thirty (30) calendar days of PAARP reimbursement being received
8 by CONTRACTOR.

9 8.3 Payment will not be made for an incomplete Psychosocial
10 Assessment.

11 9. STAFF REQUIREMENTS

12 CONTRACTOR's staff shall meet the following requirements:

13 9.1 All Psychosocial Assessments shall be conducted by persons
14 qualified by education and/or experience according to RFA guidelines.

15 9.1.1 Minimum Qualifications:

16 9.1.1.1 Bachelor's degree in social work, psychology,
17 sociology, or a related field and/or three (3) years experience in Human
18 Services.

19 9.1.2 Duties:

20 9.1.2.1 Conduct home visits as required by RFA
21 guidelines to conduct Psychosocial Assessments.

22 9.1.2.2 Conduct interviews to include in-person
23 and/or as required by RFA guidelines.

24 9.1.2.3 Complete all required Psychosocial Assessment
25 paperwork as required by RFA guidelines.

26 9.1.2.4 Maintain regular and ongoing contact per
27 Subparagraph 4.1.10 with the ADMINISTRATOR's RFA assigned staff as needed.

28 9.2 Hire staff in accordance with Subparagraph 9.1.1 above and all

1 applicable statutes and regulations including California Code of Regulations
2 (CCR) Title 22, Division 6 for criminal record clearances.

3 9.3 Maintain and complete a personnel file on each employee, which
4 shall include, but not be limited to, the following information:

5 9.3.1 The name of the person who completed employment
6 application;

7 9.3.2 A completed and signed criminal record statement where
8 employees must self-disclose their criminal records, as permitted by law;

9 9.3.3 Written performance evaluations;

10 9.3.4 Proof of automobile insurance;

11 9.3.5 Approved reference checks;

12 9.3.6 Approved initial physical exam;

13 9.3.7 Approved tuberculosis test (within seven (7) days of
14 employment);

15 9.3.8 Approved DMV driving record printout;

16 9.3.9 Confidentiality agreement;

17 9.3.10 A statement confirming that the employees understands
18 that he/she is a mandated reporter of child abuse;

19 9.3.11 Approved Education credentials;

20 9.3.12 Training completed; and

21 9.3.13 Disciplinary action taken, if applicable.

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