

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:

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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~~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 ///

1 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any
2 rights and/or privileges of COUNTY employees, and shall not be considered in
3 any manner to be COUNTY employees.

4 4. DEFINITIONS

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

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

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

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

23 4.5 Community Care Licensing Division (CCLD): A division of CDSS
24 responsible for the licensing and monitoring of ~~Foster Family Agencies~~
25 for compliance with Community Care Licensing (CCL) regulations within the State of
26 California.

27 4.6 Case Plan: A court ordered, written document that, at a minimum,
28 specifies the type of home in which a Foster ~~Youth~~ Child/Non-Minor Dependent

1 (NMD) shall be placed, the safety of that home, and the appropriateness of
2 that home to meet the Foster ~~Youth's~~Child's /NMD's needs.

3 4.7 COUNTY Social Worker: ~~An Social Services Agency (SSA) Social~~
4 ~~Worker~~ employee assigned as the case-carrying social worker responsible for a
5 Foster ~~Youth's~~Child's/NMD's placement and care.

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

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

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

27 4.11 Extended Foster Care: Period of time when ~~non-minor dependents~~
28 ~~(NMD)s~~, defined in Subparagraph 4.21 are eligible to receive support services

1 under AB 12.

2 4.12 Fee-for-Service (FFS): A payment model where services are bundled
3 and contractors are reimbursed for specific services rendered.

4 4.13 Foster Care: Twenty-four (24) hour out-of-home care provided to a
5 minor or NMD whose biological or adoptive family is unable or unwilling to
6 care for them and who is in need of temporary or long-term substitute care.

7 4.14 Foster Family Agency (FFA): Any organization engaged in the
8 recruiting, certifying, and training of, and providing professional support
9 to, Resource Parents, or in finding homes for placement of children for
10 temporary or permanent care who require a level of care as an alternative to
11 an STRTP.

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

18 ~~4.16 Foster Youth: An individual between the ages of birth (0) to~~
19 ~~eighteen (18) years, referred for foster care services by ADMINISTRATOR~~
20 ~~to CONTRACTOR.~~

21 4.16 Health and Education Passport (HEP): ~~The~~ Document available via
22 the California Child Welfare Services Case Management System (CWS/CMS) that
23 provides ~~historical and~~ all ~~current~~ health educational, medical, mental
24 health, and dental information on a Foster ~~Youth~~Child/NMD.

25 4.17 Ice Breaker: Informal Foster ~~Youth~~Child/NMD-focused meeting
26 involving FFA staff, COUNTY Social Workers, biological parents, and FFA
27 caregivers held prior to, or soon after, a Foster ~~Youth~~Child/NMD is placed in
28 out-of-home care to facilitate the sharing of information about the Foster

1 ~~Youth~~Child/NMD and for team building between biological parents and FFA
2 caregivers.

3 4.18 Individual Education Plan (IEP): An assessment procedure requested
4 by parents, guardians, school staff, and/or other involved parties, to
5 determine a youth's educational needs.

6 4.19 Minor: A person who is under the age of eighteen (18) years.

7 4.20 Needs and Services Plan: Written plan required by California Code
8 of Regulations (CCR), Title 22, Division 6, Sections 84068.2 and 84268.2
9 relating to the licensing of community care facilities.

10 4.21 Non-Minor Dependent (NMD): Pursuant to California WIC Section
11 11400(v), a foster child who has attained the age of eighteen (18) years while
12 in foster care and ~~was~~ is younger than ~~twenty-one (21)~~ nineteen (19) years as
13 of January 1, ~~2014~~ 2012; younger than twenty (20) years as of January 1, 2013;
14 or younger than twenty-one (21) years as of January 1, 2014. The NMD must meet
15 the goals outlined in his/her Transitional Independent Living Plan (TILP) Case
16 Plan, and participate in six (6) month review hearing; and meets one (1) or
17 more of the five (5) Extended Foster Care participation conditions. ~~at least~~
18 ~~one of the AB12 participation requirements and must participate in a~~
19 ~~Transitional Independent Living Plan under the responsibility of COUNTY~~ NMD
20 may be in a Supervised Independent Living Placement (SILP) or placed in
21 Extended Foster Care (EFC).

22 4.22 Nonrelative Extended Family Member (NREFM): An adult who has an
23 established familial relationship with a relative of a foster child or a
24 familial or mentoring relationship with a foster child as described in
25 California WIC Section 362.7.

26 4.23 Notice of Hearing: Notification by certified mail of Foster
27 ~~Youth~~Child/NMD's dependency status review hearing. Included with the Notice
28 of Hearing is the Summary of Recommendation for Disposition form, which is

1 required to be provided to the ~~foster parents~~ Resource Parents having physical
2 custody of the Foster ~~YouthChild/NMD~~, if the Foster ~~YouthChild/NMD~~ is not
3 residing with his/her parents.

4 4.24 Permanency: Safe, stable, sustainable, and committed relationship
5 between a Foster ~~YouthChild/NMD~~ and an adult across time and circumstances.

6 4.25 Placement Disruption: An occasion requiring the removal of a
7 Foster ~~YouthChild/NMD~~ from the FFA certified home. Placement disruption may
8 occur in conjunction with a ~~Team Decision Making~~CFT meeting when the Foster
9 ~~YouthChild/NMD~~ is no longer compatible with the ability of the FFA home to
10 manage ~~that~~ Foster Child/NMD's behavior, the security of the Foster
11 ~~YouthChild/NMD~~ is at risk, the Foster ~~YouthChild/NMD's~~ needs cannot be met by
12 the ~~foster home~~RFA Home due to a ~~foster~~ Resource Ffamily emergency, and/or the
13 juvenile court has ordered the Foster ~~YouthChild/NMD~~ transferred.

14 4.26 Program Statement: Document prepared by the FFA, as required by
15 CDSS regulations, and filed with CCL, providing details of the day-to-day
16 operations of the FFA, including, but not limited to, staffing, training,
17 therapy, selection criteria for ~~foster parents~~ Resource Parents, intake
18 criteria, and record-keeping.

19 4.27 Psychosocial Assessment (also known as Family Evaluation): A
20 component of the permanency assessment, which includes a thorough evaluation
21 of an applicant or Resource Family, his or her family system dynamics and
22 strengths, and areas where more support or resources may be needed for more
23 effective and quality parenting skills.

24 4.28 Private Adoption Agency Reimbursement Program (PAARP): Governed by
25 WIC Section 16122, which requires CDSS to reimburse private adoption agencies
26 for otherwise unreimbursed costs incurred, in completing the adoptions of
27 children who are eligible for AAP benefits because of age, membership in a
28 sibling group, medical or psychological problems, adverse parental background

1 or other circumstances that would make placement of the children especially
2 difficult.

3 4.29 Relative: An adult who is related to a child by blood, adoption,
4 or affinity within the fifth degree of kinship, including stepparents,
5 stepsiblings and all relatives whose status is preceded by the words “great,”
6 “great-great,” or “grand” or the spouse of any of those persons even if the
7 marriage was terminated by death or dissolution, as defined in WIC Section
8 11400.

9 4.30 Resource Family: A related or unrelated individual or couple
10 (formerly referred to as foster parent/family). NREFMs, and/or a relative that
11 a County determines to have successfully met the application and assessment
12 criteria necessary for providing foster care for a child or NMD who is under
13 the jurisdiction of the juvenile court, or otherwise in the care of a county
14 child welfare agency or probation department.

15 4.31 Resource Family Approval: An applicant or Resource Family who
16 successfully meets the home environment assessment and permanency assessment
17 standards adopted pursuant to WIC Section 16519.5.

18 4.32 Resource Family Approval (RFA) Program: The single process
19 mandated by CDSS for approving Resource Families for foster care, legal
20 guardianship and adoption.

21 4.33 RFA Assigned Social Worker: An SSA social worker within the RFA
22 program assigned to a Resource Family.

23 4.34 RFA Guidelines: Requirements under CDSS for the RFA Program. The
24 RFA Guidelines govern how Psychosocial Assessments are completed.

25 4.35 Senior Social Worker (SSW): An SSA employee classification that
26 may be case carrying and responsible for a Foster ~~Youth~~Child/NMDs placement
27 and care.

28 4.36 School of Origin Travel Plan: Public Law 110-351 (Fostering

Connections to Success and Increasing Adoptions Act of 2008) amended Title IV-E of the Social Security Act to ensure case plans include an educational stability plan for Foster ~~Youth~~Child/NMD while in foster care. Public Law allows for the cost of reasonable travel for the Foster ~~Youth~~Child/NMD to remain in the school of origin in which the ~~youth~~child/NMD is enrolled at the time of placement as an allowable foster care maintenance cost.

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

~~4.38 Team Decision Making (TDM): A group process facilitated by SSA to make decisions critical to a Foster Youth's well-being, including decisions to separate a youth from his/her family, reunify with the family, or to change a placement.~~

4.38 Short-Term Residential Therapeutic Program (STRTP): A residential facility operated by a public agency or private organization and licensed by CCLD, a department of CDSS pursuant to Health and Safety Code (HSC) Section 1562.01 that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term twenty-four (24) hour care and supervision to foster children.

5. DESCRIPTION OF SERVICES AND STAFFING

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

1 hereunder.

2 5.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
3 may require changes in staffing allocations to reflect current workload
4 demands or service needs as long as COUNTY's maximum obligation, as set forth
5 in this Agreement, is not exceeded.

6 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
7 appropriate staff to attend an orientation session and subsequent training
8 sessions given by COUNTY.

9 6. LICENSES AND STANDARDS

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

19 ~~6.2 CONTRACTOR warrants that its certified foster families have all~~
20 ~~necessary licenses and permits required by the laws of the United~~
21 ~~States, State of California, County of Orange and all other appropriate~~
22 ~~governmental agencies to perform the services described in this~~
23 ~~Agreement, and agrees to maintain these licenses and permits in effect~~
24 ~~for the duration of this Agreement.~~

25 6.2 In the performance of this Agreement, CONTRACTOR shall comply
26 ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable
27 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
28 the Code of Federal Regulations (CFR); ~~Federal Office of Management and Budget~~

1 ~~(OMB) Circulars A-21, A-122, and A-87;~~ implementing regulations under 2 CFR
2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
3 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
4 laws and regulations of the United States, State of California, County of
5 Orange, and County of Orange Social Services Agency, and all administrative
6 regulations, rules, and policies adopted thereunder, as each and all may now
7 exist or be hereafter amended.

8 6.2.1 For federally funded Agreements in the amount of \$25,000
9 or more, CONTRACTOR certifies that its officers and/or principals are not
10 debarred or suspended from federal financial assistance programs and/or
11 activities

12 6.3 CONTRACTOR shall cooperate with the California Department of
13 Social Services (CDSS) on the implementation, monitoring, and evaluation of
14 the State's Child Abuse and Neglect Prevention and Intervention Program, and
15 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
16 reporting and evaluation requirements established by CDSS.

17 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

18 7.1 Delegation and Assignment

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

28 7.2 Subcontracts

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

8 7.2.1 Subcontracts of \$50,000 or less:

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

17 7.2.2 Subcontracts in excess of \$50,000:

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

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

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

15 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

16 8.1 Form of Business Organization

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

21 8.1.1 The form of CONTRACTOR's business organization, i.e.,
22 proprietorship, partnership, corporation, etc.

23 8.1.2 A detailed statement indicating the relationship of
24 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
25 individual.

26 8.1.3 A detailed statement indicating the relationship of
27 CONTRACTOR to any subsidiary business organization or to any individual who
28 may be providing services, supplies, material, or equipment to CONTRACTOR or

1 in any manner does business with CONTRACTOR under this Agreement.

2 8.2 Change in Form of Business Organization

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

10 9. NON-DISCRIMINATION

11 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
12 shall not engage nor employ any unlawful discriminatory practices in the
13 admission of clients, provision of services or benefits, assignment of
14 accommodations, treatment, evaluation, employment of personnel, or in any
15 other respect, on the basis of race, religious creed, color, national origin,
16 ancestry, physical disability, mental disability, medical condition, genetic
17 information, marital status, sex, gender, gender identity, gender expression,
18 age, sexual orientation, military and veteran status, or any other protected
19 group, in accordance with the requirements of all applicable federal or State
20 laws.

21 ~~9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which~~
22 ~~meets the lawful and applicable requirements of the U.S. Department of~~
23 ~~Health and Human Services.~~

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 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal~~

1 ~~Employment Opportunity,” as amended by Executive Order 11375 and as~~
2 ~~supplemented in Department of Labor regulations (Title 41 CFR Part 60).~~

3 9.3 Non-Discrimination in Employment

4 9.3.1 CONTRACTOR shall comply with Executive Order 11246,
5 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375
6 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

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

17 9.3.3 CONTRACTOR shall refer any and all employees desirous of
18 filing a formal discrimination complaint to:

19 California Department of Social Services

20 Public Inquiry and Response Bureau

21 P.O. Box 944243, M.S. 8-3 4-23

22 Sacramento, CA ~~94244-2430~~ 95814

23 Telephone: (800) 952-5253

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

25 9.4 Non-Discrimination in Service Delivery

26 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the
27 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
28 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food

Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS). Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

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Program Integrity
Attn: Civil Rights Coordinator
P.O. Box 22001
Santa Ana, CA 92702-2001
Telephone: (714) 438-8877
State Civil Rights Contact:
California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M.S. 15-70
Sacramento, CA 94244-2430
Federal Civil Rights Contact:
U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

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: _____

1 10.2 All notices shall be deemed effective when in writing and
2 deposited in the United States mail, first class, postage prepaid and
3 addressed as above. Any communications, including notices, requests, claims,
4 correspondence, reports, and/or statements authorized or required by this
5 Agreement addressed in any other fashion shall be deemed not given.
6 ~~ADMINISTRATOR and CONTRACTOR may mutually agree in writing~~ The parties each
7 may designate by written notice from time to time, in the manner aforesaid, ~~to~~
8 any change in the address to which notices ~~are~~ must be sent.

9 11. NOTICE OF DELAYS

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

15 12. INDEMNIFICATION

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

13. INSURANCE

13.1 Prior to the provision of services under this Agreement, CONTRACTOR ~~agrees shall to~~ purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR ~~agrees shall to~~ keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ~~the COUNTY~~ ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the Certificate of Insurance. ~~If no self-insured retentions or deductibles apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage.~~ Any self-insured retention (SIR) in an amount in excess of ~~\$25,000 (\$5,000 for automobile liability)~~ fifty thousand dollars (\$50,000) shall specifically be approved by ~~the County Executive Office (CEO)/Office of~~ the COUNTY's Risk Manager, or designee, upon

1 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR
2 is approved, CONTRACTOR, in addition to, and without limitation of, any other
3 indemnity provision(s) in the Agreement, agrees to all of the following:

4 13.3.1 In addition to the duty to indemnify and hold COUNTY
5 harmless against any and all liability, claim, demand or suit resulting from
6 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
7 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
8 counsel approved by Board of Supervisors against same; and

9 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be
10 absolute and irrespective of any duty to indemnify or hold harmless; and

11 13.3.3 The provisions of California Civil Code Section 2860
12 shall apply to any and all actions to which the duty to defend stated above
13 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
14 CONTRACTOR was an insurer and COUNTY was the insured.

15 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
16 the full term of this Agreement, COUNTY may terminate this Agreement.

17 13.5 Qualified Insurer

18 13.5.1 The policy or policies of insurance required herein must
19 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
20 Rating) and VIII (Financial Size Category as determined by the most current
21 edition of the Best's Key Rating Guide/Property-Casualty/United States or
22 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
23 to do business in the state of California (California Admitted Carrier).

24 13.6 If the insurance carrier does not have an A.M. Best Rating of A-
25 /VIII, the CEO/Office of Risk Management retains the right to approve or
26 reject a carrier after a review of the company's performance and financial
27 ratings.

28 13.7 The policy or policies of insurance maintained by CONTRACTOR shall

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

18 13.8 Required Coverage Forms

19 13.8.1 Commercial General Liability coverage shall be written on
20 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
21 liability coverage at least as broad.

22 13.8.2 Business Auto Liability coverage shall be written on ISO
23 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
24 coverage at least as broad.

25 13.9 Required Endorsements

26 13.9.1 Commercial General Liability policy shall contain the
27 following endorsements, which shall accompany the Certificate of Insurance:

28 13.9.1.1 An Additional Insured endorsement using ISO

1 ~~form CG 2010 or CG 2033~~ form CG 20 26 04 13, or a form at least as broad,
2 naming the County of Orange, its elected and appointed officials, officers,
3 agents and employees, as Additional Insureds or provide blanket coverage,
4 which will state AS REQUIRED BY WRITTEN CONTRACT.

5 13.9.1.2 A primary non-contributing endorsement using
6 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
7 CONTRACTOR's insurance is primary and any insurance or self-insurance
8 maintained by the County of Orange shall be excess and non-contributing.

9 13.9.2 The Network Security and Privacy Liability policy shall
10 contain the following endorsements which shall accompany the Certificate of
11 Insurance.

12 13.9.2.1 An Additional Insured endorsement naming the
13 County of Orange, its elected and appointed officials, officers, agents and
14 employees as Additional Insureds for its vicarious liability.

15 13.9.2.2 A primary and non-contributing endorsement
16 evidencing that the CONTRACTOR's insurance is primary and any insurance or
17 self-insurance maintained by the County of Orange shall be excess and non-
18 contributing.

19 ~~13.10 All insurance policies required by this Agreement shall waive all~~
20 ~~rights of subrogation against the County of Orange and members of the~~
21 ~~Board of Supervisors, its elected and appointed officials, officers,~~
22 ~~agents and employees when acting within the scope of their appointment~~
23 ~~or employment.~~

24 13.10 The Workers' Compensation policy shall contain a waiver of
25 subrogation endorsement waiving all rights of subrogation against the County
26 of Orange, its elected and appointed officials, officers, agents and employees
27 ~~when acting within the scope of their appointment or employment~~ or provide
28 blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

1 13.11 All insurance policies required by this Agreement shall waive all
2 rights of subrogation against the County of Orange, its elected and appointed
3 officials, officers, agents and employees when acting within the scope of
4 their appointment or employment.

5 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
6 of any policy cancellation and ten (10) days for non-payment of premium and
7 provide a copy of the cancellation notice to COUNTY. Failure to provide
8 written notice of cancellation ~~or non-payment~~ may constitute a material breach
9 of the ~~Agreement~~ contract, upon which the COUNTY may suspend or terminate this
10 ~~contract~~ Agreement.

11 13.13 If CONTRACTOR's Professional Liability and Network Security and
12 Privacy Liability policyies is-are a "claims made" policies, CONTRACTOR shall
13 agree to maintain Professional Liability and Network Security and Privacy
14 Liability coverage for two (2) years following completion of this Agreement.

15 13.14 The Commercial General Liability policy shall contain a
16 severability of interests clause also known as a "separation of insureds"
17 clause (standard in the ISO CG 0001 policy).

18 13.15 Insurance certificates should be mailed to COUNTY at the address
19 indicated in Paragraph 10 of this Agreement.

20 13.16 If CONTRACTOR fails to provide the insurance certificates and
21 endorsements within seven (7) days of notification by CEO/County Procurement
22 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

23 13.17 COUNTY expressly retains the right to require CONTRACTOR to
24 increase or decrease insurance of any of the above insurance types throughout
25 the term of this Agreement. Any increase or decrease in insurance will be as
26 deemed by County of Orange Risk Manager as appropriate to adequately protect
27 COUNTY.

28 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the

1 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
2 certificates of insurance and endorsements with COUNTY incorporating such
3 changes within thirty (30) days of receipt of such notice, this Agreement may
4 be in breach without further notice to CONTRACTOR, and COUNTY shall be
5 entitled to all legal remedies.

6 13.19 The procuring of such required policy or policies of insurance
7 shall not be construed to limit CONTRACTOR's liability hereunder nor to
8 fulfill the indemnification provisions and requirements of this Agreement, nor
9 act in any way to reduce the policy coverage and limits available from the
10 insurer.

11 14. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

14 14.1 Any accident or incident relating to services performed under this
15 Agreement that involves injury or property damage which may result in the
16 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report~~
17 ~~shall be made in writing within twenty-four (24) hours of occurrence.~~

18 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
19 from or relating to services performed by CONTRACTOR under this Agreement.
20 ~~Such report shall be made in writing within twenty-four (24) hours of~~
21 ~~occurrence.~~

22 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
23 property. ~~Such report shall be made in writing within twenty-four (24) hours~~
24 ~~of occurrence.~~

25 14.4 Any loss, disappearance, destruction, misuse or theft of any kind
26 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
27 under the term of this Agreement. ~~Such report shall be made in writing within~~
28 ~~twenty-four (24) hours of occurrence.~~

15. CONFLICT OF INTEREST

The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR, CONTRACTOR's employees, agents, and subcontractors ~~and third parties~~ associated with accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from ~~making, receiving~~ providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence ~~individuals~~ COUNTY staff ~~to act contrary to~~ or elected officers from acting in the best interests of COUNTY.

16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

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

1 18. BREACH SANCTIONS

2 18.1 Failure by CONTRACTOR to comply with any of the provisions,
3 covenants, or conditions of this Agreement shall be a material breach of this
4 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
5 termination and any other remedies available at law, in equity, or otherwise
6 specified in this Agreement:

7 18.1.1 Afford CONTRACTOR a time period within which to cure the
8 breach, which period shall be established by ADMINISTRATOR; and/or

9 18.1.2 Discontinue reimbursement to CONTRACTOR for and during
10 the period in which CONTRACTOR is in breach, which reimbursement shall not be
11 entitled to later recovery; and/or

12 18.1.3 Offset against any monies billed by CONTRACTOR but yet
13 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2
14 above.

15 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
16 pursuant to this Paragraph, which notice shall be deemed served on the date of
17 mailing.

18 19. PAYMENTS - FFA GENERAL SERVICES

19 19.1 Residential Care:

20 19.1.1 During the term of this Agreement, COUNTY shall pay
21 CONTRACTOR monthly in arrears, the rate of reimbursement for the services
22 provided under this Agreement as established by the State of California in
23 CDSS MPP, Division 11, Section 11-403. Payments shall accrue from the date a
24 Foster ~~Youth~~Child/NMD is placed and terminate on the date before the Foster
25 ~~Youth~~Child/NMD is discharged from CONTRACTOR's ~~foster home~~RFA Home.

26 19.1.2 Upon written approval by COUNTY Social Worker, COUNTY may
27 continue to pay for foster care for up to fourteen (14) days when a Foster
28 ~~Youth~~Child/NMD leaves CONTRACTOR's ~~foster home~~RFA Home prior to the planned

1 discharge date (e.g., runaway), if CONTRACTOR has agreed to take Foster
2 ~~Youth~~[Child/NMD](#) back immediately upon notice during the period of continued
3 payment.

4 19.1.3 CONTRACTOR shall provide written notice to COUNTY within
5 thirty (30) days of the receipt of a payment for an Orange County placement
6 which is inconsistent with the period of placement and results in an
7 overpayment or an underpayment.

8 19.2 Medical Costs:

9 19.2.1 It is anticipated that any medical costs for Foster
10 ~~Youth~~[Child/NMD](#) placed by COUNTY under this Agreement shall be paid the State
11 Medi-Cal program during such periods as the Foster ~~Youth~~[Child/NMD](#) is eligible
12 for health care services under that program.

13 19.2.2 If Foster ~~Youth~~[Child/NMD](#) is ineligible for Medi-Cal
14 services, CONTRACTOR shall notify COUNTY Social Worker and specify the medical
15 payment needed and approximate cost, as determined by the medical provider.
16 Except in emergencies, written authorization by COUNTY Social Worker must be
17 obtained prior to incurring any medical expenses not covered by Medi-Cal.
18 COUNTY may pay for medical services if deemed necessary, in accordance with
19 COUNTY "Special Needs: County Funding" procedure, if Medi-Cal rejects
20 coverage. In all circumstances, COUNTY will reimburse based on Medi-Cal
21 rates.

22 19.2.3 CONTRACTOR shall be responsible for controlling the use
23 of each Foster ~~Youth~~[Child/NMD](#)'s Medi-Cal proof-of-eligibility card.

24 20. PAYMENTS - COMPLETED PSYCHOSOCIAL ASSESMENT

25 20.1 Maximum Contract Obligation

26 The maximum obligation for the FFA Psychosocial Assessment
27 services portion of this Agreement is \$200,000 annually. Referred psychosocial
28 assessments will be completed on County Resource Family Approval (RFA) homes

1 in effort to assist SSA with expediting the approval process for COUNTY RFA
2 applicants. FFAs participating in these services will be paid on a fee-for-
3 service basis, \$2,000 per completed psychosocial assessment.

4 20.2 Subparagraphs 20.3 and 20.4 are applicable to CONTRACTORS
5 providing psychosocial assessment services as specified in Exhibit B.

6 20.3 Allowable Costs and Usage:

7 20.3.1 COUNTY does not guarantee CONTRACTOR any specified
8 minimum number of referrals or minimum sum of money during the term of this
9 Agreement. CONTRACTOR shall provide services requested as needed by COUNTY,
10 at the compensation structure agreed upon in this Agreement, regardless of the
11 quantity of referrals made by COUNTY.

12 20.3.2 During the term of this Agreement, COUNTY shall pay
13 CONTRACTOR monthly in arrears, two thousand dollars (\$2,000), as applicable
14 for each completed Psychosocial Assessments referred subject to any exclusions
15 or limitations specified in Exhibit B. No guarantee is given by COUNTY to
16 CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the
17 services at the unit price listed above, regardless of the number of referrals
18 from COUNTY.

19 20.4 Claims:

20 20.4.1 CONTRACTOR shall submit monthly claims for referred
21 psychosocial assessment to be received by ADMINISTRATOR no later than the
22 twentieth (20th) calendar day of the month for expenses incurred in the
23 preceding month. In the event the twentieth (20th) calendar day falls on a
24 weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business
25 day. COUNTY holidays include New Year's Day, Martin Luther King Day,
26 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
27 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
28 Thanksgiving Day, and Christmas Day.

1 20.4.2 All claims must be submitted on a form approved by
2 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
3 source documents with the monthly claim, including, inter alia, a monthly
4 statement of services, general ledgers, supporting journals, time sheets,
5 invoices, canceled checks, receipts and receiving records, some of which may
6 be required to be copied. Source documents that CONTRACTOR must submit shall
7 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
8 shall retain all financial records in accordance with Paragraph 23 of this
9 Agreement.

10 20.4.3 Payments should be released by COUNTY within a reasonable
11 time period of approximately thirty (30) days after receipt of a correctly
12 completed claim form and required supporting documentation.

13 20.4.4 Year End and Final Claims:

14 20.4.4.1 During each COUNTY fiscal year, July 1
15 through June 30, covered under the term of this Agreement, COUNTY may
16 establish two (2) billing periods (June 1st through June 15th and June 16th
17 through June 30th) for the month of June which shall require CONTRACTOR submit
18 separate invoice claims for each billing period. In the event COUNTY
19 determines a need for two (2) billing periods during any or all COUNTY fiscal
20 years, COUNTY will provide written notification to CONTRACTOR by the 15th of
21 May of each corresponding fiscal year, which will inform CONTRACTOR of
22 applicable invoice claim deadlines.

23 20.4.4.2 CONTRACTOR shall submit a final claim for
24 each COUNTY fiscal year, July 1 through June 30, covered under the term of
25 this Agreement as stated in Paragraph 1, by no later than August 30th of each
26 corresponding COUNTY fiscal year. Claims received after August 30th of each
27 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
28 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim

1 per each COUNTY fiscal year must be received, upon written notice to
2 CONTRACTOR.

3 20.4.4.3 The basis for final settlement shall be the
4 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
5 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
6 to the maximum obligation of COUNTY. In the event that any overpayment has
7 been made, COUNTY may offset the amount of the overpayment against the final
8 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
9 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
10 Nothing herein shall be construed as limiting the remedies of COUNTY in the
11 event an overpayment has been made.

12 21. OVERPAYMENTS/ADJUSTMENT

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

26 21.1 ~~CONTRACTOR may call the following phone number for overpayment~~
27 ~~questions:-~~

28 ~~Social Services Agency: Program Integrity~~

~~(714) 435-7246~~

21.2 ~~CONTRACTOR may call the following phone numbers for underpayment questions:~~

~~Social Services Agency: Foster Care Program~~

~~Development~~

~~(714) 704-8441 or 704-8866~~

21.3 ~~CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this paragraph.~~

22. OUTSTANDING DEBT

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

23. RECORDS, INSPECTIONS, AND AUDITS

23.1 Financial Records

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

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

23.2 Client Records

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

1 23.2.2 ~~All Foster Youth/NMDs records related to services~~
2 ~~provided under the terms of this Agreement~~ CONTRACTOR shall keep all COUNTY
3 data provided to CONTRACTOR during the term(s) of this Agreement for a minimum
4 of five (5) years from the date of final payment under this Agreement ~~shall be~~
5 ~~retained by CONTRACTOR~~, or until all pending COUNTY, State, and federal audits
6 are completed, whichever is later. These records shall be stored in Orange
7 County, unless CONTRACTOR requests and COUNTY provides written approval for
8 the right to store the records in another county. Notwithstanding anything to
9 the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish
10 control with respect to COUNTY data to COUNTY in accordance with Subparagraph
11 ~~41.2~~.

12 23.2.3 COUNTY may refuse payment for a claim if ~~Foster~~
13 ~~Youth/NMDs~~ client records are determined by COUNTY to be incomplete or
14 inaccurate. In the event client records are determined to be incomplete or
15 inaccurate after payment has been made, COUNTY may treat such payment as an
16 overpayment within the provisions of this Agreement.

17 23.3 Public Records

18 ~~With the exception of Foster Youth/NMDs records or other records~~
19 ~~referenced in Paragraph 29, entitled Confidentiality~~ To the extent permissible
20 under the law, all records, including, but not limited to, reports, audits,
21 notices, claims, statements, and correspondence, required by this Agreement,
22 may be subject to public disclosure. COUNTY will not be liable for any such
23 disclosure.

24 23.4 Inspections and Audits

25 23.4.1 The U.S. Department of Health and Human Services,
26 Comptroller General of the United States, Director of CDSS, State Auditor-
27 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
28 Department, or any of their authorized representatives, shall have access to

1 any books, documents, papers, and records, including medical records, of
2 CONTRACTOR which any of them may determine to be pertinent to this Agreement
3 ~~for the purpose of financial monitoring~~. Further, all the above mentioned
4 persons have the right at all reasonable times to inspect or otherwise
5 evaluate the work performed or being performed under this Agreement and the
6 premises in which it is being performed.

7 23.4.2 CONTRACTOR shall make its books and ~~financial~~ records
8 available within the borders of Orange County within ten (10) days of receipt
9 of written demand by ADMINISTRATOR.

10 23.4.3 In the event CONTRACTOR does not make available its books
11 and financial records within the borders of Orange County, CONTRACTOR agrees
12 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
13 designee, necessary to obtain CONTRACTOR's books and ~~financial~~ records.

14 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of
15 COUNTY's liability to the State or Federal Government or any agency thereof
16 resulting from any disallowances or other audit exceptions to the extent that
17 such liability is attributable to CONTRACTOR's failure to perform under this
18 Agreement.

19 23.5 Evaluation Studies

20 23.5.1 CONTRACTOR shall participate, as requested by COUNTY, in
21 research and/or evaluative studies designed to show the effectiveness and/or
22 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
23 project.

24 24. PERSONNEL DISCLOSURE

25 24.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
26 all personnel providing services hereunder, including résumés and job
27 applications. Changes to the list will be immediately provided to
28 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job

1 application. The list shall include:

2 24.1.1 Names and dates of birth of all full or part-time
3 personnel by title, including volunteer personnel, whose direct services are
4 required to provide the programs described herein;

5 24.1.2 A brief description of the functions of each position and
6 the hours each person works each week, or for part-time personnel, each day or
7 month, as appropriate;

8 24.1.3 The professional degree, if applicable, and experience
9 required for each position; and

10 24.1.4 The language skill, if applicable, for all personnel.

11 24.2 ~~CONTRACTOR's employment applications shall require applicants~~
12 Where authorized by law, and in a manner consistent with California Government
13 Code §12952, CONTRACTOR shall require prospective employees to provide
14 detailed information regarding the conviction of a crime by any court for
15 offenses other than minor traffic offenses. Information ~~not disclosed in the~~
16 ~~employment application~~ discovered subsequent to the hiring or promotion of any
17 prospective employee shall be cause for termination from the performance of
18 services under this Agreement.

19 24.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
20 COUNTY, a clearance on the following public websites of the names and dates of
21 birth for all employees and/or volunteers who will have direct, interactive
22 contact with clients served through this Agreement: U.S. Department of Justice
23 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
24 Registry (www.meganslaw.ca.gov).

25 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
26 COUNTY, a criminal record background check on all employees ~~and/or volunteers~~
27 ~~who will provide services under this Agreement. Candidates will satisfy~~
28 ~~Department of Justice, Federal Bureau of Investigation, and Child Abuse~~

1 ~~Central Index background checks~~. (direct service and administrative) funded
2 through this Agreement and also all non-funded staff (e.g., volunteers, in-
3 kind staff, etc.) who will have direct, interactive contact with clients
4 served through this Agreement. Background checks conducted through the
5 California Department of Justice shall include a check of the California
6 Central Child Abuse Index, when applicable. Candidates will satisfy
7 background checks consistent with this Paragraph and their performance of
8 services under this Agreement.

9 24.5 CONTRACTOR shall ensure that clearances and background checks
10 described in Subparagraphs 24.3 and 24.4 are completed prior to CONTRACTOR's
11 personnel providing services under this Agreement.

12 24.6 In the event a record is revealed through the processes described
13 in Subparagraphs 24.3 and 24.4, COUNTY will be available to consult with
14 CONTRACTOR on appropriateness of personnel providing services through this
15 Agreement.

16 24.7 CONTRACTOR warrants that all persons employed or otherwise
17 assigned by CONTRACTOR to provide services under this Agreement have
18 satisfactory past work records and/or reference checks indicating their
19 ability to perform the required duties and accept the kind of responsibility
20 anticipated under this Agreement. CONTRACTOR shall maintain records of
21 background investigations and reference checks undertaken and coordinated by
22 CONTRACTOR for each employee and/or volunteer assigned to provide services
23 under this Agreement, for a minimum of five (5) years from the date of final
24 payment under this Agreement, or until all pending COUNTY, State, and federal
25 audits are completed, whichever is later, in compliance with all applicable
26 laws.

27 24.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
28 arrest and/or subsequent conviction, for offenses ~~and/or Child Abuse Central~~

1 ~~Index Report~~, other than minor traffic offenses, of any paid employee and/or
2 volunteer staff performing services under this Agreement, when such
3 information becomes known to CONTRACTOR. ~~in compliance with Cal. Lab. Code~~
4 ~~Section 432.7~~ ADMINISTRATOR may determine whether such employee and/or
5 volunteer may continue to provide services under this Agreement and shall
6 provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's
7 failure to comply with ADMINISTRATOR's decision shall be deemed a material
8 breach of this Agreement, pursuant to Paragraph 18 above.

9 24.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's
10 staff performing work hereunder, and any proposed changes in CONTRACTOR's
11 staff.

12 24.10 COUNTY shall have the right to require CONTRACTOR to remove any
13 employee from the performance of services under this Agreement. At the
14 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

15 24.11 CONTRACTOR shall notify COUNTY immediately when staff is
16 terminated for cause from working on this Agreement.

17 24.12 Disqualification, if any, of CONTRACTOR staff, pursuant to
18 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all
19 work in accordance with the terms and conditions of this Agreement.

20 25. EMPLOYMENT ELIGIBILITY VERIFICATION

21 As applicable, CONTRACTOR warrants that it fully complies with all
22 federal and State statutes and regulations regarding the employment of aliens
23 and others, and that all its employees performing work under this Agreement
24 meet the citizenship or alien status requirement set forth in federal statutes
25 and regulations. CONTRACTOR shall obtain, from all employees performing work
26 hereunder, all verification and other documentation of employment eligibility
27 status required by federal or State statutes and regulations including, but
28 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC

1 Section 1324 et seq., as they currently exist and as they may be hereafter
 2 amended. CONTRACTOR shall retain all such documentation for all covered
 3 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
 4 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
 5 and its agents, officers and employees from employer sanctions and any other
 6 liability which may be assessed against CONTRACTOR or COUNTY or both in
 7 connection with any alleged violation of any federal or State statutes or
 8 regulations pertaining to the eligibility for employment of any persons
 9 performing work under this Agreement.

10 26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

11 26.1 ~~In order to comply with child support enforcement requirements of~~
 12 ~~COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days~~
 13 ~~of the award of this Agreement:~~ CONTRACTOR certifies it is in full compliance
 14 with all applicable federal and State reporting requirements regarding its
 15 employees and with all lawfully served Wage and Earnings Assignment Orders and
 16 Notices of Assignments and will continue to be in compliance throughout the
 17 term of the Agreement with the County of Orange. Failure to comply shall
 18 constitute a material breach of the Agreement and failure to cure such breach
 19 within sixty (60) calendar days of notice from the COUNTY shall constitute
 20 grounds for termination of the Agreement.

21 26.2 In the case of an individual contractor or contractor doing
 22 business in a form other than an individual, CONTRACTOR agrees to furnish
 23 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

24 26.2.1 ~~in the case of an individual contractor, hHis~~ His/her
 25 name, date of birth, Social Security Number, and residence address; or

26 26.2.2 In the case of a contractor doing business in a form
 27 other than as an individual, the name, data of birth, Social Security Number,
 28 and residence address of each individual who owns an interest of ten percent

1 (10%) or more in the contracting entity.

2 ~~(a) a certification that CONTRACTOR has fully complied with all~~
3 ~~applicable Federal and State reporting requirements regarding its employees;~~
4 ~~and~~

5 ~~(b) a certification that CONTRACTOR has fully complied with all~~
6 ~~lawfully served Wage and Earnings Assignment Orders and Notices of Assignment,~~
7 ~~and will continue to so comply.~~

8 ~~26.3 The failure of CONTRACTOR to timely submit the data or~~
9 ~~certifications required by subsections (a), (b), (c), or (d), or to~~
10 ~~comply with all Federal and State employee reporting requirements for~~
11 ~~child support enforcement or to comply with all lawfully served Wage and~~
12 ~~Earnings Assignment Orders and Notices of Assignment shall constitute a~~
13 ~~material breach of this Agreement, and failure to cure such breach~~
14 ~~within sixty (60) calendar days of notice from COUNTY shall constitute~~
15 ~~grounds for termination of this Agreement.~~

16 26.3 It is expressly understood that this data will be transmitted to
17 governmental agencies charged with the establishment and enforcement of child
18 support orders, and for no other purpose.

19 27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

20 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
21 ensure that all employees, agents, subcontractors, and all other individuals
22 performing services under this Agreement report child abuse or neglect to one
23 of the agencies specified in Penal Code Section 11165.9 and dependent adult or
24 elder abuse as defined in Section 15610.07 of the WIC to one of the agencies
25 specified in WIC Section 15630. CONTRACTOR shall require such employees,
26 agents, subcontractors, and all other individuals performing services under
27 this Agreement to sign a statement acknowledging the child abuse reporting
28 requirements set forth in Sections 11166 and 11166.05 of the Penal Code and

1 the dependent adult and elder abuse reporting requirements, as set forth in
2 Section 15630 of the WIC, and shall comply with the provisions of these code
3 sections, as they now exist or as they may hereafter be amended.

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

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

10 29. CONFIDENTIALITY

11 29.1 CONTRACTOR agrees to maintain the confidentiality of its records
12 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
13 and all other provisions of law, and regulations promulgated thereunder
14 relating to privacy and confidentiality, as each may now exist or be hereafter
15 amended.

16 29.2 All records and information concerning any and all persons
17 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
18 kept confidential by CONTRACTOR and CONTRACTOR's employees, agents,
19 subcontractors, and all other individuals performing services under this
20 Agreement. CONTRACTOR shall require all of its employees, agents,
21 subcontractors, and all other individuals performing services under this
22 Agreement to sign an agreement with CONTRACTOR before commencing the provision
23 of any such services, [agreeing](#) to maintain confidentiality ~~of any and all~~
24 ~~materials and information with which they may come into contact, or the~~
25 ~~identities or any identifying characteristics or information with respect to~~
26 ~~any and all participants referred to CONTRACTOR by COUNTY, except as may be~~
27 ~~required to provide services under this Agreement or to those specified in~~
28 ~~this Agreement as having the capacity to audit CONTRACTOR, and as to the~~

1 ~~latter, only during such audit. CONTRACTOR shall comply with any audits~~
2 ~~specified in Paragraph 23, provide reports and any other information required~~
3 ~~by COUNTY in the administration of this Agreement, and as otherwise permitted~~
4 ~~by law.~~ pursuant to State and federal law and the terms of this Agreement.

5 29.3 CONTRACTOR shall inform all of its employees, agents,
6 subcontractors, ~~volunteers and partners~~ and all other individuals performing
7 services under this Agreement of this provision and that any person ~~knowingly~~
8 ~~and intentionally~~ violating the provisions of said California state law may be
9 guilty of a crime.

10 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall
11 be subject to the confidentiality requirements of this Agreement.

12 29.5 CONTRACTOR agrees to maintain the confidentiality of its records
13 with respect to Juvenile Court matters, in accordance with WIC Section 827,
14 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
15 regarding Confidentiality, as it now exists or may hereafter be amended.

16 29.5.1 No access, disclosure, or release of information
17 regarding a child who is the subject of Juvenile Court proceedings shall be
18 permitted except as authorized. If authorization is in doubt, no such
19 information shall be released without the written approval of a Judge of the
20 Juvenile Court.

21 29.5.2 CONTRACTOR must receive prior written approval of the
22 Juvenile Court before allowing any child to be interviewed, photographed, or
23 recorded by any publication or organization, or to appear on any radio,
24 television, or internet broadcast or make any other public appearance. Such
25 approval shall be requested through ~~Foster Youth's COUNTY~~ child's Social
26 Worker.

27 30. SECURITY

28 30.1 Security Requirements

1 30.1.1 CONTRACTOR agrees to maintain the confidentiality of all
2 COUNTY and COUNTY-related records and information pursuant to all statutory
3 laws relating to privacy and confidentiality that currently exists or exists
4 at any time during the term of this Agreement. CONTRACTOR represents and
5 warrants that it has implemented and will maintain during the term of this
6 Agreement administrative, physical, and technical safeguards to reasonably
7 protect private and confidential client information, to protect against
8 anticipated threats to the security or integrity of COUNTY data, and to
9 protect against unauthorized physical or electronic access to or use of COUNTY
10 data. Such safeguards and controls shall include at a minimum:

11 30.1.1.1 Storage of confidential paper files that
12 ensures records are secured, handled, transported, and destroyed in a manner
13 that prevents unauthorized access.

14 30.1.1.2 Control of access to physical and electronic
15 records to ensure COUNTY data is accessed only by individuals with a need to
16 know for the delivery of contract services.

17 30.1.1.3 Control to prevent unauthorized access and to
18 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
19 individuals.

20 30.1.1.4 Firewall protection.

21 30.1.1.5 Use of encryption methods of electronic
22 COUNTY data while in transit from CONTRACTOR networks to external networks,
23 when applicable.

24 30.1.1.6 Measures to securely store all COUNTY data,
25 including, but not be limited to, encryption at rest and multiple levels of
26 authentication and measures to ensure COUNTY data shall not be altered or
27 corrupted without COUNTY's prior written consent. CONTRACTOR further
28 represents and warrants that it has implemented and will maintain during the

1 term of this Agreement administrative, technical, and physical safeguards and
2 controls consistent with State and federal security requirements.

3 30.2 Security Breach Notification

4 30.2.1 CONTRACTOR shall have policies and procedures in place
5 for the effective management of Security Breaches, as defined below. In the
6 event of any actual, attempted, suspected, threatened, or reasonably
7 foreseeable circumstance CONTRACTOR experiences or learns of that either
8 compromises or could reasonably be expected to comprise COUNTY data through
9 unauthorized use, disclosure, or acquisition of COUNTY data (“Security
10 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After
11 such notification, CONTRACTOR shall, at its own expense, immediately:

12 30.2.1.1 Investigate to determine the nature and
13 extent of the Security Breach.

14 30.2.1.2 Contain the incident by taking necessary
15 action, including, but not limited to, attempting to recover records, revoking
16 access, and/or correcting weaknesses in security.

17 30.2.1.3 Report to COUNTY the nature of the Security
18 Breach, the COUNTY data used or disclosed, the person who made the
19 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
20 done or will do to mitigate any harmful effect of the unauthorized use or
21 disclosure, and the corrective action CONTRACTOR has taken or will take to
22 prevent future similar unauthorized use or disclosure.

23 30.2.2 The COUNTY, at its sole discretion and on a case-by-case
24 basis, will determine what actions are necessary in response to the Security
25 Breach and who will perform these actions. Actions may include, but are not
26 limited to: notifications; investigation and remediation costs, including
27 notification of all whose personal information was disclosed; outside
28 investigation; forensics; counsel; crisis management; and credit monitoring.

1 In the event COUNTY determines CONTRACTOR will conduct additional action(s).
2 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
3 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
4 shall reimburse COUNTY for costs associated to legally required actions.

5 31. COPYRIGHT ACCESS

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

10 32. WAIVER

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

19 33. PETTY CASH

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

22 34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

23 34.1 ~~Information and solicitations, prepared and released by~~
24 ~~CONTRACTOR, concerning the services provided under this Agreement shall state~~
25 ~~that the program, wholly or in part, is funded through COUNTY, State and~~
26 ~~Federal government fund.~~ COUNTY owns all rights to the name, logos, and
27 symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or
28 symbols for any purpose, including commercial advertisement, promotional

1 purposes, announcements, displays, or press releases, without COUNTY's prior
2 written consent is expressly prohibited.

3 ~~34.2 CONTRACTOR shall not disclose any details in connection with this~~
4 ~~Agreement to any person or entity except as may be otherwise provided~~
5 ~~hereunder or required by law. However, in recognizing CONTRACTOR's need~~
6 ~~to identify its services and related clients to sustain itself, COUNTY~~
7 ~~shall not inhibit CONTRACTOR from publishing its role under this~~
8 ~~Agreement within the following conditions:~~

9 ~~34.2.1 CONTRACTOR shall develop all publicity material in a~~
10 ~~professional manner; and~~

11 ~~34.2.2 During the term of this Agreement, CONTRACTOR shall not, and~~
12 ~~shall not authorize another to, publish or disseminate any~~
13 ~~commercial advertisements, press releases, feature articles, or~~
14 ~~other materials using the name of COUNTY without the prior written~~
15 ~~consent of COUNTY. COUNTY shall not unreasonably withhold written~~
16 ~~consent.~~

17 34.2 CONTRACTOR may develop and publish information related to this
18 Agreement where all of the following conditions are satisfied:

19 34.2.1 ADMINISTRATOR provides its written approval of the
20 content and publication of the information at least thirty (30) days prior to
21 CONTRACTOR publishing the information, unless a different timeframe for
22 approval is agreed upon by the ADMINISTRATOR;

23 34.2.2 Unless directed otherwise by ADMINISTRATOR, the
24 information includes a statement that the program, wholly or in part, is
25 funded through County, State, and Federal Government funds;

26 34.2.3 The information does not give the appearance that the
27 COUNTY, its officers, employees, or agencies endorse;

28 34.2.3.1 Any commercial product or service; and.

1 34.2.3.2 Any product or service provided by
2 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

3 34.2.4 If CONTRACTOR uses social media (such as Facebook,
4 Twitter, YouTube, or other publicly available social media sites) to publish
5 information related to this Agreement, CONTRACTOR shall develop social media
6 policies and procedures and have them available to the ADMINISTRATOR.
7 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
8 they pertain to any social media developed in support of the services
9 described within this Agreement. The policy is available on the Internet at
10 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

11 35. COUNTY RESPONSIBILITIES

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

14 35. REFERRALS

15 35.1 FFA General Services ~~CONTRACTOR shall provide services to~~
16 ~~individuals referred by ADMINISTRATOR.~~

17 CONTRACTOR shall not refuse individuals without ~~discussion~~
18 approval of and concurrence by the ADMINISTRATOR.

19 CONTRACTOR shall ensure referred Foster ~~Youth~~Child/NMDs
20 individuals are placed within seventy-two (72) hours from the date of
21 referral, unless otherwise authorized by ADMINISTRATOR.

22 35.2 FFA Psychosocial Assessments

23 CONTRACTOR shall not refuse referred RFA applicant families
24 without approval from the ADMINISTRATOR.

25 CONTRACTOR shall ensure referred Psychosocial Assessments are
26 completed within seventy-five (45) days from the date of referral, unless
27 otherwise authorized by ADMINISTRATOR.

28 36. REPORTS

1 36.1 CONTRACTOR shall provide information deemed necessary by
2 ADMINISTRATOR to complete any State-required reports related to the services
3 provided under this Agreement.

4 36.2 CONTRACTOR shall maintain records and submit reports containing
5 such data and information regarding the performance of CONTRACTOR's services,
6 costs, or other data relating to this Agreement, as may be requested by
7 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
8 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

9 37. ENERGY EFFICIENCY STANDARDS

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

13 38. ENVIRONMENTAL PROTECTION STANDARDS

14 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC
15 Section ~~1857 (h)~~ 7401 et seq.], ~~section 508 of~~ the Clean Water Act (Title 33
16 USC Section ~~1368~~ 1251 et seq.), Executive Order 11738 and Environmental
17 Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR
18 ~~part 15~~), as any may now exist or be hereafter amended. Under these laws and
19 regulations, CONTRACTOR assures that:

20 38.1 No facility to be utilized in the performance of the proposed
21 grant has been listed on the EPA List of Violating Facilities;

22 38.2 It will notify COUNTY prior to award of the receipt of any
23 communication from the Director, Office of Federal Activities, U.S. EPA,
24 indicating that a facility to be utilized for the grant is under consideration
25 to be listed on the EPA List of Violating Facilities; and

26 38.3 It will notify COUNTY and EPA about any known violation of the
27 above laws and regulations.

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

3 39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
4 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect
5 to those provisions set down by the OMB and published in the Federal Register
6 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these
7 laws and regulations, it is mutually understood that any contract which
8 utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR
9 must certify compliance utilizing a form provided by ADMINISTRATOR that cites
10 the following:

11 39.1.1 The definitions and prohibitions contained in the clause
12 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to
13 Influence Certain Federal Transactions, included in this solicitation, are
14 hereby incorporated by reference in Subparagraph B of this certification.

15 39.1.2 The offeror, by signing its offer, hereby certifies to
16 the best of his or her knowledge and belief as of December 23, 1989, that

17 39.1.2.1 No federal appropriated funds have been paid
18 or will be paid to any person for influencing or attempting to influence an
19 officer or employee of any agency, a Member of Congress, an officer or
20 employee of Congress, or an employee of a Member of Congress on his or her
21 behalf in connection with the awarding of any federal contract, the making of
22 any federal grant, the making of any federal loan, the entering into of any
23 cooperative agreement, and the extension, continuation, renewal, amendment, or
24 modification of any federal contract, grant, loan or cooperative agreement;

25 39.1.2.2 If any funds other than federal appropriated
26 funds (including profit or fee received under a covered federal transaction)
27 have been paid, or will be paid, to any person for influencing or attempting
28 to influence an officer or employee of any agency, a Member of Congress, an

1 officer or employee of Congress, or an employee of a Member of Congress on his
 2 or her behalf in connection with this solicitation, the offeror shall complete
 3 and submit with its offer, OMB standard form LLL, Disclosure of Lobbying
 4 Activities, to the Contracting Officer; and

5 39.1.2.3 He or she will include the language of this
 6 certification in all subcontract awards at any tier and require that all
 7 recipients of subcontract awards in excess of \$100,000 shall certify and
 8 disclose accordingly.

9 39.1.3 Submission of this certification and disclosure is a
 10 prerequisite for making or entering into this Agreement imposed by Section
 11 1352, Title 31, USC. Any person who makes an expenditure prohibited under
 12 this provision or who fails to file or amend the disclosure form to be filed
 13 or amended by this provision, shall be subject to a civil penalty of not less
 14 than \$10,000, and not more than \$100,000, for each such failure.

15 40. POLITICAL ACTIVITY

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

19 41. TERMINATION PROVISIONS

20 41.1 ADMINISTRATOR may terminate this Agreement without penalty,
 21 immediately with cause or after thirty (30) days written notice without cause,
 22 unless otherwise specified. Notice shall be deemed served on the date of
 23 mailing. Cause shall ~~be defined~~ include, but not be limited, to ~~as~~ any breach
 24 of contract, any partial misrepresentation whether negligent or willful, ~~or~~
 25 fraud on the part of CONTRACTOR, discontinuance of the services for reasons
 26 within CONTRACTOR's reasonable control, and repeated or continued violations
 27 of COUNTY ordinances unrelated to performance under this Agreement that, in
 28 the reasonable opinion of COUNTY, indicate a willful or reckless disregard for

1 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
2 terminate this Agreement shall relieve COUNTY of all further obligations under
3 this Agreement.

4 41.2 ~~Upon termination, or notice thereof~~ For ninety (90) calendar days
5 prior to the expiration date of this Agreement, or upon notice of termination
6 of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with
7 ADMINISTRATOR in the orderly transfer of service responsibilities, case
8 records, and pertinent documents. The Transition Period may be modified as
9 agreed upon in writing by the parties. During the Transition Period, service
10 and data access shall continue to be made available to COUNTY without
11 alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
12 transitioning all data in the format determined by COUNTY.

13 41.3 In the event of termination of this Agreement, cessation of
14 business by CONTRACTOR, or any other event preventing CONTRACTOR from
15 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
16 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
17 requested to do so on such media as reasonably requested by COUNTY, even if
18 COUNTY is then or is alleged to be in breach of this Agreement.

19 41.4 The obligations of COUNTY under this Agreement are contingent upon
20 the availability of federal and/or State funds, as applicable, for the
21 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
22 for the services hereunder in the budget approved by the Orange County Board
23 of Supervisors each fiscal year this Agreement remains in effect or operation.
24 In the event that such funding is terminated or reduced, ADMINISTRATOR may
25 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
26 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
27 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
28 notification of such determination. CONTRACTOR shall immediately comply with

1 ADMINISTRATOR's decision.

2 41.5 If any term, covenant, condition, or provision of this Agreement
3 or the application thereof is held invalid, void, or unenforceable, the
4 remainder of the provisions in this Agreement shall ~~not be affected thereby~~
5 remain in full force and effect and shall in no way be affected, impaired, or
6 invalidated thereby.

7 42. GOVERNING LAW AND VENUE

8 This Agreement has been negotiated and executed in the State of
9 California and shall be governed by and construed under the laws of the State
10 of California, without reference to conflict of law provisions. In the event
11 of any legal action to enforce or interpret this Agreement, the sole and
12 exclusive venue shall be a court of competent jurisdiction located in Orange
13 County, California, and the parties hereto agree to and do hereby submit to
14 the jurisdiction of such court, notwithstanding Code of Civil Procedure
15 Section 394. Furthermore, the parties specifically agree to waive any and all
16 rights to request that an action be transferred for trial to another county.

17 43. SIGNATURE IN COUNTERPARTS

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

21 CONTRACTOR represents and warrants that the person executing this
22 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
23 actual authority to bind CONTRACTOR to each and every term, condition and
24 obligation of this Agreement and that all requirements of CONTRACTOR have been
25 fulfilled to provide such actual authority.

26 ///

27 ///

28 ///

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: _____
--------------	--------------

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 ~~Youth~~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 ~~Foster~~/RFA Homes

CONTRACTOR shall provide ~~foster-homes~~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, ~~by all foster parents~~, of CONTRACTOR's certification training or annual recertification training, as required by HSC

1 Section 1506(b)(2) by all adults residing in Resource Family home;

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

6 3.1.4 An approved physical examination ~~of~~ for all adults
7 residing in the ~~foster~~ Resource Ffamily home;

8 3.1.5 An approved tuberculosis test ~~of~~ for all adults residing
9 in the ~~foster~~ Resource Ffamily home;

10 3.1.6 Three (3) personal references ~~of~~ for each certified
11 ~~foster-parent~~ Resource Family residing in the ~~foster~~ Resource Ffamily home;

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

15 3.1.8 A floor plan with dimensions of the Resource Family homes
16 ~~foster family home~~, including all bedroom dimensions;

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

20 3.1.10 A functional, properly charged fire extinguisher in an
21 appropriate location;

22 3.1.11 Functioning smoke alarms in appropriate locations;

23 3.1.12 Upstairs fire exits and an emergency exit ladder in
24 multiple-story homes;

25 3.1.13 A copy of automobile liability insurance and homeowner's
26 or renter's liability insurance;

27 3.1.14 A California Department of Motor Vehicles (DMV) printout
28 for all potential drivers; and whose driving records must not reflect

unacceptable moving violations and/or driver license suspensions.

3.1.15 A thorough, typewritten home study by CONTRACTOR's evaluator to assess the suitability of the ~~foster~~ Resource F family home and to determine the type of Foster ~~Youth~~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 ~~Foster~~ Resource F 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 ~~foster-parents~~ Resource Parents complete Prudent Parent training prior to accepting COUNTY placements.

3.2.2 CONTRACTOR shall ensure that all ~~foster-parents~~ 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

1 Foster ~~Youth~~Child/NMDs.

2 3.2.4 CONTRACTOR shall ensure training requirements are met and
3 shall retain written documentation of all training completed by ~~foster parents~~
4 Resource Parents in the appropriate ~~foster parents~~ Resource Parents' files.
5 Failure to comply will result in a hold placed on the specific ~~FFA foster home~~
6 RFA home from future COUNTY placements until compliance with training
7 requirements are met.

8 3.3 ~~FFA's Social~~ General Services

9 CONTRACTOR shall ~~to~~:

10 3.3.1 Actively recruit and maintain Resource Family Homes;

11 3.3.2 Collaborate with SSA to ensure placement is appropriate
12 and remains stable;

13 3.3.3 Accept Foster Child/NMD for placement in their approved
14 RFA homes;

15 3.3.4 Provide services that are client-centered, client-
16 friendly and provided in the Resource Family home as necessary;

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

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

27 3.3.7 Provide visitation monitoring and transportation as
28 needed in collaboration with Social Services Agency (SSA);

1 3.3.8 Attempt to make available Resource Family Homes that can
2 accommodate large (three or more) sibling sets;

3 3.3.9 Attempt to prioritize the placement of Orange County
4 children/NMDs in any Resource Family homes that lie within the boundaries of
5 Orange County.

6 3.3.10 Provide at a minimum a fourteen (14) calendar days
7 advanced written notice to have a child removed from placement in their
8 Resource Family Homes;

9 3.3.11 Utilize a mutually agreed upon secured method of
10 communication for all referrals on a form provided by SSA;

11 3.3.12 Confirm receipt of referrals using a mutually agreed upon
12 method;

13 3.3.13 Maintain safeguards set by SSA to ensure the
14 confidentiality of clients and all documents; and

15 3.3.14 Appear and testify at Juvenile Court hearings, if
16 subpoenaed.

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

26 3.3.16 ~~For treatment agencies,~~ Ensure social workers's ~~shall~~
27 ~~maintain a~~ caseload not ~~to~~ exceed fifteen (15) Foster ~~Youth~~Child/NMDs for
28 treatment agencies.

3.3.17 ~~For non-treatment agencies,~~ Ensure social workers's ~~shall~~
maintain a caseload not ~~to~~ exceed twenty-five (25) Foster ~~Youth~~Child/NMDs for
non-treatment agencies.

3.3.18 Ensure CONTRACTOR's social worker ~~shall~~ works with COUNTY
Social Worker to find and support efforts in developing permanency, as defined
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 ~~Youth~~Child/NMD is
~~properly~~ enrolled and maintains ~~acceptable~~ 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 ~~Youth~~Child/NMD.

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

3.3.21 Provide services as required by the Juvenile Court Order
applicable to Foster ~~Youth~~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

1 early as possible when necessary, to reduce stress factors in order to
 2 preserve the placement; and consult with COUNTY Social Worker as soon as
 3 possible prior to requesting to terminate a placement.

4 3.3.23 Assist COUNTY Social Worker in achieving timely family
 5 reunification, adoption, emancipation, and/or overall well-being of the Foster
 6 ~~Youth~~Child/NMD.

7 3.3.24 Provide the following with regard to NMDs:

8 3.3.24.1 Ensure NMD is consistent in participating in
 9 AB 12 activities as defined in the Transitional Independent Living Plan
 10 (TILP).

11 3.3.24.2 Support services and/or community resource
 12 linkages that will facilitate the NMD's transition to independent living and
 13 accomplish the goals set forth in the NMD's TILP.

14 3.3.25 ~~In the event of NMD's unplanned termination~~, Work with
 15 COUNTY Social Worker and NMD to support the development of an independent
 16 living plan in the event of NMD's unplanned termination.

17 3.4 Placements

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

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

25 3.4.1 CONTRACTOR shall collaborate with SSA to ensure placement
 26 is appropriate and remains stable.

27 3.4.2 CONTRACTOR shall accept, and provide services to Foster
 28 ~~Youth~~Child/NMD and, as applicable, NMDs placed with CONTRACTOR by

1 ADMINISTRATOR.

2 3.4.3 CONTRACTOR shall prioritize ~~agrees that the preferred~~
 3 ~~priority for the~~ placement of Foster ~~Youth~~Child/NMD as follows: 1) parents, 2)
 4 other relatives, 3) NREFM, ~~3)4)~~ COUNTY ~~foster homes~~ RFA Homes, and 45) FFA
 5 certified homes.

6 ~~3.4.4 COUNTY makes no warranty, expressed or implied, that~~
 7 ~~CONTRACTOR will be sent any minimum number of referrals. CONTRACTOR,~~
 8 ~~therefore, may accept placements referred by other public or private agencies~~
 9 ~~not fully utilized by COUNTY.~~

10 ~~3.4.5 COUNTY reserves the right to assess the qualifications,~~
 11 ~~capabilities, etc., of the designated foster homes prior to the Foster~~
 12 ~~Youth's/NMD's placement, and reject the placement if the home is not suitable.~~

13 3.5 Intake

14 3.5.1 Intake shall be handled by CONTRACTOR's social worker,
 15 who will assess the referred Foster ~~Youth~~Child/NMD for the purpose of
 16 determining if CONTRACTOR has a family available that will best meet Foster
 17 ~~Youth~~Child's/NMD's needs. In the event a Foster ~~Youth~~Child/NMD is not
 18 accepted by CONTRACTOR, CONTRACTOR shall provide details to COUNTY Social
 19 Worker as to the reason(s).

20 3.5.2 Respite and short-term placements may be accepted by
 21 CONTRACTOR as space permits. Additionally, Foster ~~Youth~~Child/NMD completing a
 22 twenty-four (24) hour residential care program, who is in need of and would
 23 benefit from foster care, may be accepted by CONTRACTOR.

24 4. ~~TEAM DECISION MAKING (TDM)/~~CHILD AND FAMILY TEAM (CFT)

25 4.1 CONTRACTOR shall provide ~~TDM~~CFT (formerly known as TDM) training
 26 to CONTRACTOR's social workers and ~~foster parents~~ Resource Parents as the
 27 process for all placement change decisions.

28 4.2 In the event of a placement instability or disruption,

1 CONTRACTOR's social worker and ~~foster parents~~ Resource Parents agree to
2 participate in a ~~TDM/CFT~~ meeting with all treatment providers to formulate a
3 resolution that will best serve the needs of the Foster ~~Youth~~Child/NMD.

4 5. BASIC NEEDS

5 CONTRACTOR shall provide the following basic needs:

6 5.1 Clothing

7 5.1.1 Within seven (7) business days of initial placement,
8 CONTRACTOR shall provide clothing as requested by SSA Placement staff or
9 COUNTY Social Worker. CONTRACTOR shall have available funds for initial
10 clothing expenses if the ~~foster home~~RFA Home is unable to provide for these
11 costs.

12 5.1.2 CONTRACTOR shall designate in its Program Statement an
13 ~~adequate~~ amount of money each month to be used to purchase clothing that will
14 meet Foster ~~Youth~~Child's/NMD's basic needs in a manner appropriate to his/her
15 social environment and daily activities that also support Foster
16 ~~Youth~~Child/NMD's self-esteem. This amount shall be in accordance with CDSS
17 Children and Family Services (CFS) Division Resource Family home Rates.

18 CONTRACTOR shall document all clothing purchases in Foster
19 ~~Youth~~Child's/NMD's record.

20 5.1.3 Clothing items are the property of each Foster
21 ~~Youth~~Child/NMD and shall be retained by Foster ~~Youth~~Child/NMD when placement
22 is terminated.

23 5.2 Personal Needs

24 5.2.1 CONTRACTOR shall ensure each Foster ~~Youth~~Child/NMD is
25 provided with personal care items, including, but not limited to, toothpaste,
26 toothbrush, soap, hair care items and hygienic supplies. Ethnically
27 appropriate and/or specialty personal care items shall be provided when
28 applicable.

1 5.2.2 CONTRACTOR shall ensure that the Foster
2 ~~YouthChild~~'s/NMD's belongings are properly stored and can be easily
3 transported in luggage/suitcase(s), canvas bags, plastic bins, drawstring
4 bags, etc.

5 5.2.3 CONTRACTOR shall contact local community resources and/or
6 COUNTY Social Worker for possible assistance if necessary.

7 5.2.4 CONTRACTOR shall ensure that each school age Foster
8 ~~YouthChild~~/NMD is provided appropriate weather attire, a book bag, and other
9 items identified as essential by officials at Foster ~~YouthChild~~/NMD's school.

10 5.2.5 CONTRACTOR shall ensure that a separate and secure
11 storage area for personal items is made available for each Foster
12 ~~YouthChild~~/NMD.

13 CONTRACTOR shall ensure that each Foster ~~YouthChild~~/NMD is
14 provided clean, fresh towels, mattress pads, sheets, blankets and pillows in a
15 sufficient number to ensure cleanliness and warmth.

16 5.2.6 Personal items are to be the property of each Foster
17 ~~YouthChild~~/NMD and shall be retained by Foster ~~YouthChild~~/NMD when placement
18 is terminated.

19 5.3 Food

20 CONTRACTOR shall ensure each Foster ~~YouthChild~~/NMD is provided an
21 adequate balanced diet as required by CCLD regulations. Such food shall be
22 prepared and served in sanitary surroundings.

23 5.4 Allowance

24 5.4.1 CONTRACTOR shall ensure each Foster ~~YouthChild~~/NMD is
25 provided with a minimum weekly allowance according to age, as follows:

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

1 5.4.2 CONTRACTOR ~~may~~ shall encourage ~~foster homes~~RFA Homes to
2 provide Foster ~~YouthChild~~NMD with a higher allowance than indicated.

3 5.4.3 CONTRACTOR shall document the payment of allowance in
4 each Foster ~~YouthChild~~'s file with ~~a~~ the record initialed by the Foster
5 ~~YouthChild~~NMD to verify receipt.

6 5.5 Physical Plan

7 5.5.1 CONTRACTOR shall require that its ~~foster homes~~RFA homes
8 are maintained in a manner that ~~shall~~ ensures the well-being, protection,
9 health, safety, and comfort of each Foster ~~YouthChild~~NMD as defined by CCLD
10 regulations and applicable California health and safety regulations. Alcohol
11 shall be locked up and inaccessible to all Foster ~~YouthChild~~NMD in the ~~foster~~
12 ~~home~~RFA Home.

13 5.5.2 Each Foster ~~YouthChild~~NMD shall be afforded a ~~reasonable~~
14 degree of privacy, as described in WIC Section 16001.9.

15 5.6 Medical Needs

16 5.6.1 CONTRACTOR shall ensure that information regarding proper
17 medical, dental, mental health, educational, and specialty care resources are
18 provided to ~~foster parents~~ Resource Parents as appropriate to meet the
19 individualized needs of each Foster ~~YouthChild~~NMD. Minimum medical and
20 dental care to be made available to Foster ~~YouthChild~~NMD are as follows:

21 5.6.1.1 Physical examination within thirty (30) days
22 of placement, unless CONTRACTOR has written documentation from a previous
23 caregiver of an examination within the previous eleven (11) months with no
24 follow-up recommended. A physical examination is to be provided every twelve
25 (12) months thereafter.

26 5.6.1.2 Dental examination within thirty (30) days of
27 placement for Foster ~~YouthChild~~NMD age three (3) years if the physical
28 examination report warrants it or as required by COUNTY Social Worker.

1 CONTRACTOR's social worker or attending physician shall refer Foster
2 ~~Youth~~Child/NMD for a dental appointment.

3 5.6.2 CONTRACTOR shall maintain medical documentation in the
4 Foster ~~Youth~~Child's/NMD's file for the following:

5 5.6.2.1 Authorization by a physician for the
6 administration of specified over-the-counter medication;

7 5.6.2.2 Authorization for prescribed medication, at
8 minimum, in the form of a pharmacy fill notice;

9 5.6.2.3 A copy of the court order authorizing
10 psychotropic medication(s) when applicable;

11 5.6.2.4 Administration of needed immunizations;

12 5.6.2.5 Monthly weight monitoring; and

13 5.6.2.6 Monitoring of overall physical development
14 and care.

15 5.6.3 CONTRACTOR shall provide COUNTY with timely updates of
16 information as defined by COUNTY policies and procedures regarding the Health
17 and Education Passport (HEP).

18 ~~5.6.4 With regard to medical needs of NMDs, CONTRACTOR shall:~~

19 5.6.4 CONTRACTOR shall ~~r~~Recognize the NMD's legal right to
20 maintain the confidentiality of his/her personal medical conditions, consent
21 for medical treatment, and consent to take medication, including psychotropic
22 medication.

23 5.6.5 CONTRACTOR shall ~~m~~Maintain the confidentiality of
24 information contained in the NMD's HEP. Information contained in the HEP
25 shall only be provided to NMD's caregiver, ~~unless~~ if NMD provides prior
26 written consent to release to specified parties.

27 5.6.6 CONTRACTOR shall ~~a~~Assist the NMD to develop the skills to
28 select, obtain, or decline medical, dental, vision, and mental health

1 services, and ensure the NMD receives necessary services.

2 5.6.7 CONTRACTOR shall determine the best needs for the NMD
3 only in the event that NMD cannot make the determination independently.

4 6. SPECIAL OR UNPLANNED INCIDENTS

5 6.1 Serious Illness, Accident/Injury or Death

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

18 6.1.1 Name of the Foster YouthChild/NMD;

19 6.1.2 Date of serious illness, accident/injury or death;

20 6.1.3 Nature of the illness/injury or the circumstances of the
21 death;

22 6.1.4 Name or names of CONTRACTOR's officers, employees or
23 agents with knowledge of the event;

24 6.1.5 Name of the attending physician;

25 6.1.6 Name of the hospital;

26 6.1.7 When applicable, the police report number, name of the
27 police agency handling the incident, date of the police report, and a summary
28 of the circumstances.

1 6.2 Absence Without Leave

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

11 6.2.1 ~~If Foster Youth/NMD returns voluntarily,~~ CONTRACTOR shall
12 immediately notify COUNTY Social Worker and local law enforcement agency if
13 Foster Child/NMD returns voluntarily.

14 6.2.2 ~~Upon the return of Foster/NMD,~~ CONTRACTOR shall meet with
15 Foster ~~YouthChild~~/NMD to discuss the significance of his/her absence upon the
16 return of Foster Child/NMD. All resulting discussion shall be documented in
17 Foster ~~YouthChild~~'s/NMD's record.

18 6.2.3 CONTRACTOR shall file a report, including local law
19 enforcement agency information, in Foster ~~YouthChild~~'s/NMD's record of the
20 action taken by CONTRACTOR as a result of the absence, with a copy to COUNTY
21 Social Worker.

22 6.2.4 ~~If Foster Youth/NMD does not return to the home,~~
23 CONTRACTOR ~~is responsible for~~ shall delivering Foster ~~YouthChild~~'s/NMD's
24 clothing and personal needs items to SSA/~~Children and Family Services (CFS)~~
25 Division office located at 800 North Eckhoff Street, Orange, CA 92868, within
26 seven (7) calendar days if Foster Child/NMD does not return to the home.

27 6.3 Other Special Incidents

28 6.3.1 CONTRACTOR shall notify COUNTY Social Worker immediately.

1 within ten (10) minutes by telephone if any of the following occurs:

2 6.3.1.1 Foster ~~Youth~~Child's/NMD's school takes
3 suspension or expulsion action;

4 6.3.1.2 Foster ~~Youth~~Child/NMD engages in behavior
5 which comes to the attention of law enforcement agencies;

6 6.3.1.3 Any behavior or activity~~ies~~ by any Foster
7 ~~Youth~~Child/NMD which substantially disrupts activities within the ~~foster~~
8 ~~home~~RFA home and jeopardizes the status, safety, and health of another person;
9 and/or

10 6.3.1.4 A serious incident involving a person other
11 than a Foster ~~Youth~~Child/NMD placed by COUNTY that could jeopardize the
12 status, safety, or health of a Foster ~~Youth~~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 ~~In the event of the NMD's unplanned termination from services,~~
19 CONTRACTOR shall work with COUNTY Social Worker for the best transition in the
20 event of the NMD's unplanned termination from services.

21 7. REMOVAL, TRANSFER, AND/OR RESPITE OF FOSTER ~~YOUTH-CHILD~~/NMD

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

27 7.2 Except in the case of a critical emergency, no Foster
28 ~~Youth~~Child/NMD shall be removed by CONTRACTOR without prior authorization from

COUNTY Social Worker ~~which will~~ include^eing a move to and from respite care. CONTRACTOR shall notify COUNTY Social Worker within fifteen (15) minutes of any placement disruption. If COUNTY Social Worker is not available, CONTRACTOR shall immediately notify the CFS Officer of the Day and/or COUNTY Social Worker's supervisor. If none of the above individuals are available, CONTRACTOR shall notify OCFC Intake Services at (714) 935-7080. CONTRACTOR shall retain in Foster ~~Youth~~Child's/NMD's file, documentation of such authorization and notification.

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

~~8.~~ RECRUITMENT OF FOSTER PARENTS-RESOURCE PARENTS

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

8.2 CONTRACTOR shall not utilize false or misleading advertisements when recruiting ~~foster parents~~ Resource Parents.

9. CONTRACTOR'S PROGRAM STATEMENT

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

1 9.2 CONTRACTOR shall complete the number of contacts per month with
2 each Foster ~~Youth~~Child/NMD as indicated in their Program Statement.

3 10. NEEDS AND SERVICES PLAN

4 10.1 The Needs and Services Plan shall apply only to Foster
5 ~~Youth~~Child/NMD and shall be developed in partnership with all of Foster
6 ~~Youth~~Child/MND's treatment providers, including CONTRACTOR's social worker,
7 within the first thirty (30) days of placement. A copy of the plan, signed by
8 all parties, shall be placed in Foster ~~Youth~~Child/NMD's file. The plan shall
9 be based on information including, but not limited to:

10 10.1.1 Review of the HEP;

11 10.1.2 Placement information;

12 10.1.3 Service needs of Foster ~~Youth~~Child/NMD;

13 10.1.4 Transportation and monitored visitation requirements; and
14 Support for Foster ~~Youth~~Child/NMD, age fifteen and one-half (15½) years and
15 older, in the development of a TILP.

16 10.2 CONTRACTOR ~~The Needs and Services Plan~~ shall ~~be~~ updated The Needs
17 and Services Plan with all applicable signatures on a quarterly basis, unless
18 otherwise specified. The quarterly review may be conducted at CONTRACTOR's
19 facility with CONTRACTOR's social worker and CONTRACTOR.

20 11. SMOKE FREE ENVIRONMENT

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

24 11.1 HSC Section 1530.7 extends the health and safety protection
25 specifically to foster children by providing that:

26 11.1.1 Persons who are licensed or certified to provide
27 residential care in a ~~foster~~ Resource F family home or certified family home
28 shall not smoke or permit any other person to smoke inside the facility, or on

1 the outdoor grounds when the Foster ~~Youth~~Child/NMD is present:

2 11.1.2 ~~In addition, a~~ A person licensed or certified to provide
3 residential foster care shall not smoke in any motor vehicle regularly used to
4 transport the child.

5 12. FACILITIES

6 12.1 Services shall be provided in certified FFA homes and at
7 CONTRACTOR's main office located at:

8 _____
9 _____
10 _____

11 12.2 CONTRACTOR shall immediately notify ADMINISTRATOR of changes to
12 its main office location.

13 13. CONTRACT ADMINISTRATION

14 ~~ADMINISTRATOR and~~ CONTRACTOR ~~agrees~~ shall, with ADMINISTRATOR approval,
15 ~~to~~ designate a liaison to have primary responsibility for the coordination
16 activities required to ~~carry out~~ comply with this Agreement.

17 14. CONTRACTOR ADDITIONAL RESPONSIBILITIES

18 CONTRACTOR shall:

19 14.1 Comply with ~~necessary~~ requirements, including initial data entry
20 and ongoing maintenance of information on the automated, secure, web-based
21 Foster Family Agency Placement System, which could be implemented by COUNTY
22 during the term of this Agreement. ~~CONTRACTOR understands~~ ~~the~~ automated
23 placement system ~~will~~ pertains to ~~its~~ CONTRACTOR'S agency and ~~foster~~ Resource
24 families it oversees. The data system is intended to facilitate suitable
25 placements while maintaining confidentiality of CONTRACTOR's information.

26 14.2 Participate in Ice Breaker meetings between Foster
27 ~~Youth~~Child/NMD's parents and FFA caregivers as a team-building experience.
28 CONTRACTOR shall be responsible for training its ~~agency's~~ social workers and

1 caregivers in conducting Ice Breakers. The Ice Breaker meeting shall take
2 place at the time of placement to discuss Foster ~~Youth~~Child/NMD's needs,
3 visitation arrangements, and collaborate on appropriate ways to best serve the
4 needs of Foster ~~Youth~~Child/NMD and assist with placement transitions.

5 14.3 Provide transportation for Foster ~~Youth~~Child/NMD as indicated in
6 the Needs and Services Plan, Education Case Plan, School of Origin Travel
7 Plan, or as requested by COUNTY Social Worker. Transportation requested may
8 include, but is not be limited to, ~~trips~~ transportation to and from
9 medical/dental appointments, court hearings, school of origin, and monitored
10 visits. On an emergency basis or as deemed necessary, CONTRACTOR shall assist
11 the certified ~~foster home~~RFA home with transportation. CONTRACTOR ~~is~~
12 ~~ultimately responsible for~~ shall ~~ensuring~~ reasonable transportation needs are
13 met.

14 14.4 Transportation for NMDs ~~shall~~ in compliance with CCR, Title 22,
15 Division 6, Sections 893174, which requires CONTRACTOR to permit the NMD to
16 arrange for his/her own transportation, unless otherwise specified in the
17 TILP.

18 14.5 Provide professional treatment suited to Foster ~~Youth~~Child/NMD's
19 needs and assist NMD with decisions related to professional treatment, if
20 necessary or as requested by NMD~~;~~;

21 14.6 Provide Foster ~~Youth~~Child/NMD with a nurturing, caring, and
22 familial environment~~;~~;

23 14.7 Consider the cultural, religious, ethnic, and/or racial background
24 of the Foster ~~Youth~~Child/NMD as well as the capacity of the prospective ~~foster~~
25 ~~parents~~ Resource Parents to meet the needs of Foster ~~Youth~~Child/NMD~~;~~;

26 14.8 Consider proximity to school, family, and community~~;~~;

27 14.9 Confirm with COUNTY Social Worker that services are consistent
28 with the court ordered Case Plan and the Needs and Services Plan~~;~~;

1 14.10 Follow intake requirements related to medical, dental, behavioral,
2 and developmental screening, physical examination, and medication policies as
3 designated by COUNTY~~;~~

4 14.11 Comply with federal, State, and COUNTY requirements, and work with
5 COUNTY in planning for Foster YouthChild/NMD~~;~~

6 14.12 Transport Foster Child/NMD to hearing, if requested by
7 ADMINISTRATOR, upon receipt of the Notice of Hearing, as defined in
8 Subparagraph 4.24 of the is Agreement~~;~~ ~~transport Foster YouthChild/NMD to the~~
9 ~~hearing if requested by ADMINISTRATOR.~~

10 14.13 Encourage the maintenance of the parent-~~YouthChild~~ relationship,
11 encourage other familial relationships, and include parents, relatives, and
12 NREFMs in the Foster YouthChild/NMD's Treatment Plan, as defined in
13 Subparagraph 16.2 of this Exhibit A, unless determined by COUNTY to be
14 contraindicated~~;~~

15 14.14 Not use any type of degrading or humiliating punishment, such as
16 corporal punishment, deprivation of meals, cessation of visits from parents or
17 siblings, threat of removal as a punishment or disciplinary method~~;~~ ~~and~~

18 14.15 Comply with Foster YouthChild's/NMD's Treatment Plan and meet as
19 requested by COUNTY Social Worker, with maximum involvement of Foster
20 YouthChild/NMD, parents, the Court Appointed Special Advocate (CASA), and
21 ~~COUNTY~~ ADMINISTRATOR.

22 14.16 ~~Work~~ Collaborate with COUNTY Social Worker in support of Foster
23 YouthChild/NMD's permanency.

24 15. FOSTER CHILD/NMD'S CASE RECORDS

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

27 In addition to the requirements of Subparagraph 23.2 of this Agreement,
28 ~~case records shall be maintained in the following manner~~Foster

1 ~~YouthChild~~'s/NMD's records ~~shall to~~ be maintained by CONTRACTOR and ~~shall~~
2 include, but not be limited to, the following:

3 15.1 ~~Foster Youth's/NMD's Records~~

4 ~~Records of Foster YouthChild/NMD shall be subject to the provisions of~~
5 ~~any applicable policies and orders of the Orange County Juvenile Court.~~

6 ~~15.1.1 Foster YouthChild's/NMD's records to be maintained by~~
7 ~~CONTRACTOR shall include, but not be limited to:~~

8 15.2 Copies of the initial and all revised Needs and Services Plans;

9 15.3 A copy of the court ordered Case Plan as provided by COUNTY Social
10 Worker;

11 15.4 Diagnostic studies;

12 15.5 Reports on interviews with Foster ~~YouthChild~~/NMD;

13 15.6 Progress notes and school performance;

14 15.7 Special Incident Reports;

15 15.8 Written quarterly treatment summaries, copies of which are to be
16 submitted to COUNTY Social Worker upon completion;

17 15.9 Any reports from behavioral health treatment professionals as
18 provided to CONTRACTOR by COUNTY Social Worker;

19 15.10 Foster ~~YouthChild~~'s/NMD's foster placement packet as provided by
20 COUNTY Social Worker;

21 15.11 Updated copies of the HEP; ~~and~~

22 15.12 Termination summary, a copy of which is to be submitted to COUNTY
23 Social Worker within ten (10) business days of termination of placement-; and

24 15.13 Foster ~~YouthChild~~'s/NMD's records to be maintained in the ~~foster~~
25 ~~home~~RFA Home which shall include, but are not limited to:

26 15.13.1 Foster care agreement;

27 15.13.2 Medical authorization;

28 15.13.3 Visitation order; and

1 15.13.4 Case Plan and TILP for NMD.

2 16. REPORTS

3 CONTRACTOR shall provide the following reports and any other reports
4 ADMINISTRATOR may deem necessary, in a format and time period approved by
5 ADMINISTRATOR:

6 16.1 Foster YouthChild/NMD Population

7 CONTRACTOR shall prepare and submit to ADMINISTRATOR monthly reports
8 regarding admissions, discharges, service provision and changes in staff
9 positions, placement changes, certification and decertification of homes, and
10 CONTRACTOR's Social Worker contacts with Foster YouthChild/NMD. The first
11 Foster YouthChild/NMD Population monthly report is due _____.
12 Thereafter, CONTRACTOR shall submit the report by the tenth (10th) calendar
13 day of the following month.

14 16.1.1 Notify ADMINISTRATOR of sStaff changes, such as of the
15 Supervisor, Social Worker, Program Director, and Therapist, must be
16 communicated by telephone to ADMINISTRATOR within one (1) business day and in
17 writing within seven (7) business days of notification.

18 16.2 Treatment Plan

19 16.2.1 CONTRACTOR's social worker shall prepare and submit to
20 COUNTY Social Worker a Treatment Plan for each Foster YouthChild/NMD to whom
21 he/she is assigned within the first (30) days of placement. The Treatment
22 Plan information shall include, but not be limited to:

23 16.2.1.1 Medical and dental needs;

24 16.2.1.2 Psychological/psychiatric evaluations
25 obtained;

26 16.2.1.3 Staffing review summaries;

27 16.2.1.4 Educational assessment;

28 16.2.1.5 Peer adjustment;

1 16.2.1.6 Relationships with staff and ~~foster parents~~
 2 Resource Parents;
 3 16.2.1.7 Involvement in recreation programs;
 4 16.2.1.8 Behavioral problems;
 5 16.2.1.9 Involvement/relationship with parents,
 6 relatives, and friends; and
 7 16.2.1.10 Independent Living Program (ILP), when
 8 appropriate.

9 16.2.2 CONTRACTOR shall ensure tThe Treatment Plan for the NMD
 10 ~~shall be is~~ consistent with the NMD's TILP goals and ~~shall support~~s the NMD in
 11 meeting those goals and working towards achieving self-sufficiency. CONTRACTOR
 12 shall ensure Mmedical and dental needs and educational assessments ~~will be~~ are
 13 provided to NMD.

14 16.3 Quarterly Report

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

21 16.3.1 The quarterly report for Foster ~~Youth~~Child/NMD shall
 22 include, but not be limited to:

23 16.3.1.1 Progress toward accomplishing long-range
 24 goal(s), short-term objectives, and tasks since the previous quarterly
 25 report~~-.;~~

26 16.3.1.2 Identification of Foster ~~Youth~~Child/NMD's
 27 unmet needs, assessment of unmet needs and efforts made to meet those needs~~-.;~~

28 16.3.1.3 Reassessment of Foster ~~Youth~~Child/NMD's

1 adjustment to CONTRACTOR's ~~foster-home~~RFA Home, Treatment Plan, school, and
2 FFA staff-;

3 16.3.1.4 Current status of Foster ~~Youth~~Child/NMD's
4 physical and psychological health, and report of medical care received and
5 medication(s) given-;

6 16.3.1.5 Modification of the Treatment Plan, and as
7 necessary, the tasks to be performed and changes in the anticipated length of
8 placement-; and

9 16.3.1.6 Summary of contacts with Foster
10 ~~Youth~~Child/NMD, CONTRACTOR's ~~foster-home~~RFA Home, and Foster ~~Youth~~Child/NMD's
11 biological family.

12 16.3.2 Quarterly report for the NMD shall include, but not be
13 limited to:

14 16.3.2.1 NMD's progress in meeting at least one
15 Extended Foster Care participation requirement as defined in the TILP;
16 progress in meeting TILP goals for maintaining eligibility for Extended Foster
17 Care; and, as applicable, progress toward transitioning to self-sufficiency,
18 including educational achievements, employment search/job retention, housing
19 search, and other relevant activities-; and

20 16.3.2.2 Summary of support services CONTRACTOR
21 provided to NMD to facilitate achieving goals set forth in the TILP.

22 16.4 Termination Summary

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

26 17. CONFLICT RESOLUTION

27 In the event CONTRACTOR and COUNTY are unable to resolve differences of
28 opinion regarding the necessity and/or appropriateness of services and length

1 of services, the parties shall attempt to resolve the dispute in the following
2 order:

3 17.1 CONTRACTOR and COUNTY Social Worker shall first attempt to resolve
4 the dispute;

5 17.2 ~~If CONTRACTOR and COUNTY Social Worker are unable to resolve the~~
6 ~~dispute, then~~ CONTRACTOR and COUNTY Senior Social Services Supervisor shall
7 then attempt to resolve the dispute if CONTRACTOR and COUNTY Social Worker are
8 unable to resolve the dispute;

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

14 17.4 CONTRACTOR shall accept Director of CFS Division ~~shall have the~~
15 final authority and sole discretion to resolve any dispute as to the necessity
16 and appropriateness of services and length of services.

17 18. CONTRACTOR'S STAFF

18 In addition to personnel disclosure requirements set forth in Paragraph
19 24 of this Agreement, during the term of this Agreement, CONTRACTOR shall:

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

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

25 18.2.1 The name of the person's who completed employment
26 application;

27 18.2.2 A completed and signed criminal record statement;

28 18.2.3 Written performance evaluations;

- 1 18.2.4 Proof of automobile insurance;
- 2 18.2.5 Completed reference checks;
- 3 18.2.6 Completed initial physical exam;
- 4 18.2.7 Completed tuberculosis test (within seven (7) days of
- 5 employment);
- 6 18.2.8 Department of Motor Vehicle (DMV) driving record
- 7 printout;
- 8 18.2.9 Confidentiality agreement;
- 9 18.2.10 Child abuse reporting statement;
- 10 18.2.11 Education credentials;
- 11 18.2.12 Annual training completed; and
- 12 18.2.13 Disciplinary actions taken, if applicable.

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

POSITION	FTE⁺
_____	_____
_____	_____
_____	_____
_____	_____

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

18.3 Establish and maintain a documented education ~~regular program~~ of in-service training for staff involved in direct contact with Foster ~~Youth~~Child/NMDs. Each personnel file shall contain documentation of attendance and content provided to that 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

City, State, Zip

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

6. CASE RECORDS

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

6.1 Psychosocial Assessments and any related documentation;

6.2 Authorization to release information between ADMINISTRATOR, and CONTRACTOR.

7. UTILIZATION REVIEW

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

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

7.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing in this subparagraph shall affect COUNTY's termination 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 5.1.10 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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