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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
NEW ALTERNATIVES, INC.

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

THIS AGREEMENT, entered into this 1st day of July 2016 ~~2015~~, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and New Alternatives, Inc., hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of transitional residential care utilizing Transitional Housing Program-Plus (THP+) Services at Tustin Family Campus; 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 California Welfare and Institutions Code (WIC) Section 16522.1, and Health and Safety Code Sections 1559.110 and 1559.115;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

///  
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1. TERM

The term of this Agreement shall commence on July 1, 2016 ~~2015~~, and terminate on June 30, 2017 ~~2016~~, unless earlier terminated pursuant to the provisions of Paragraph 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

3. DEFINITIONS

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

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

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

3.4 Culturally Responsive: General knowledge of cultural values and morals of individuals from diverse ethnic groups, the ability to recognize,

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

7 3.5 Deputy Probation Officer (DPO): County of Orange Deputy Probation  
8 Officer.

9 3.6 Efforts to Outcomes (ETO): The Efforts to Outcomes is an  
10 internet-based case management database used by Health, Human and Social  
11 Services organizations to gather, use and report client information.

12 3.7 Independent Living Skills (ILS): CONTRACTOR's Independent Living  
13 Skills training program. A program to help Young Adults formulate skills in  
14 attainment of educational goals, income maintenance, housing information,  
15 vocational goal achievement, daily living skills, and interpersonal skills.  
16 The ILS program is used to support, and in conjunction with, the Transitional  
17 Independent Living Plan (TILP).

18 3.8 Multi-Disciplinary Team (MDT): A team of individuals from diverse  
19 expertise that meet to review the case and Young Adult's elements. The  
20 CONTRACTOR Case Manager may be responsible for initiating the MDT meeting.  
21 MDT Members may consist of the following: CONTRACTOR Case Manager; Social  
22 Services Agency Program Staff; Behavioral Health Services (BHS) staff;  
23 educational provider when applicable; any other individual whose relevant  
24 expertise would benefit the MDT.

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

27 3.10 Transitional Housing Program-Plus (THP+): The Transitional  
28 Housing Program-Plus is a program that has been certified and approved by SSA

1 to provide supervised transitional housing opportunities to eligible Young  
2 Adults pursuant to Health and Safety Code Section 1559.110 and 1559.115 and  
3 California Welfare and Institutions Code (WIC) 11400(r) and (s).

4 3.11 Transitional Independent Living Plan (TILP): A Transitional  
5 Independent Living Plan is a State required plan that contains the  
6 educational/vocational or other goals related to self-sufficiency mutually  
7 agreed upon by the Young Adult and Case Manager.

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

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

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

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

27 4. STATUS OF CONTRACTOR

28 4.1 CONTRACTOR is and shall at all times be deemed to be an

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

8 4.2 CONTRACTOR, its agents, employees and volunteers shall not be  
9 entitled to any rights and/or privileges of COUNTY employees, and shall not be  
10 considered in any manner to be COUNTY employees.

11 5. DESCRIPTION OF SERVICES, STAFFING

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

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

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

26 6. LICENSES AND STANDARDS

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

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

7 6.2 In the performance of this Agreement, CONTRACTOR shall comply,  
8 unless waived in whole or in part by ADMINISTRATOR, with all applicable  
9 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
10 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR  
11 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit  
12 Requirements for Federal Awards; ~~Federal Office of Management and Budget (OMB)~~  
13 ~~Circulars A-21, A-122, and A-87;~~ Title 48 CFR Section 31.2; and all applicable  
14 laws and regulations of the United States, State of California, County of  
15 Orange Social Services Agency and all administrative regulations, rules and  
16 policies adopted thereunder as each and all may now exist or be hereafter  
17 amended.

18 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

19 7.1 Delegation and Assignment:

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

27 7.2 Subcontracts:

28 CONTRACTOR shall not subcontract for services under this Agreement

1 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
2 in writing to a subcontract, in no event shall the subcontract alter, in any  
3 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
4 be in writing and copies of same shall be provided to ADMINISTRATOR.  
5 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
6 require.

7 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

8 8.1 Form of Business Organization:

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

13 8.1.1 The form of CONTRACTOR's business organization, i.e.,  
14 proprietorship, partnership, corporation, etc.

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

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

22 8.2 Change in Form of Business Organization:

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

1 assignment of rights or delegation of duties of this Agreement.

2 9. USE OF COUNTY PROPERTY

3 9.1 COUNTY intends to permit CONTRACTOR the rent-free use of office  
4 space, office furniture, and office equipment located in any and all offices  
5 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY  
6 staff pursuant to this Agreement, as is more particularly set forth in that  
7 certain lease or license agreement described in Subparagraph 9.2, below. As  
8 stated in the lease or license agreement, said office space, office furniture,  
9 and equipment shall be used solely by employees of CONTRACTOR while performing  
10 their assigned duties pursuant to this Agreement.

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

16 9.3 CONTRACTOR is responsible for any costs associated with Fair  
17 Employment and Housing Act and Americans with Disabilities Act accommodations  
18 for its own employees at COUNTY facilities. COUNTY may, in its sole  
19 discretion and on a case-by-case basis, provide for such accommodations at no  
20 cost to CONTRACTOR.

21 9.4 CONTRACTOR shall not be permitted to bring animals onto COUNTY  
22 property except as otherwise permitted by Orange County Codified Ordinance 4-  
23 1-46.

24 10. NON-DISCRIMINATION

25 10.1 In the performance of this Agreement, CONTRACTOR agrees that it  
26 shall not engage nor employ any unlawful discriminatory practices in the  
27 admission of clients, provision of services or benefits, assignment of  
28 accommodations, treatment, evaluation, employment of personnel or in any other

1 respect on the basis of race, religious creed, color, national origin,  
2 ancestry, physical disability, mental disability, medical condition, genetic  
3 information, marital status, sex, gender, gender identity, gender expression,  
4 age, sexual orientation, military and veteran status or any other protected  
5 group in accordance with the requirements of all applicable Federal or State  
6 laws.

7 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
8 meets the lawful and applicable requirements of the U.S. Department of Health  
9 and Human Services.

10 10.3 CONTRACTOR shall furnish any and all information requested by  
11 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
12 books, records and accounts in order to ascertain CONTRACTOR's compliance with  
13 Paragraph 10 et seq.

14 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
15 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
16 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

17 10.5 Non-Discrimination in Employment:

18 10.5.1 All solicitations or advertisements for employees placed  
19 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
20 receive consideration for employment without regard to race, religious creed,  
21 color, national origin, ancestry, physical disability, mental disability,  
22 medical condition, genetic information, marital status, sex, gender, gender  
23 identity, gender expression, age, sexual orientation, military and veteran  
24 status or any other protected group in accordance with the requirements of all  
25 applicable Federal or State laws. Notices describing the provisions of the  
26 equal opportunity clause shall be posted in a conspicuous place for employees  
27 and job applicants.

28 10.5.2 CONTRACTOR shall refer any and all employees desirous of

1 filing a formal discrimination complaint to:

2 California Department of Social Services

3 Public Inquiry and Response Bureau

4 P.O. Box 944243, M.S. 8-34-23

5 Sacramento, CA 94244-2430 95814

6 Telephone: (800) 952-5253

7 (800) 952-8349 (For the hard of hearing)

8 10.6 Non-Discrimination in Service Delivery:

9 10.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
10 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
11 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
12 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II  
13 of the Americans with Disabilities Act of 1990; California Civil Code Section  
14 51 et seq., as amended; California Government Code (CGC) Sections 11135-  
15 11139.5, as amended; CGC Section 12940 (c), (h)-(1), (i), and (j); CGC Section  
16 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413;  
17 ~~Title 24, CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual Services Act  
18 (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to  
19 Interethnic Adoption Act of 1996; and other applicable Federal and State laws,  
20 as well as their implementing regulations (including Title 45 CFR Parts 80,  
21 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law  
22 pertaining to Equal Employment Opportunity, Affirmative Action and  
23 Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR  
24 shall not implement any administrative methods or procedures which would have  
25 a discriminatory effect or which would violate the California Department of  
26 Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21,  
27 Chapter 21-100. If there are any violations of this Paragraph, CDSS shall  
28 have the right to invoke fiscal sanctions or other legal remedies in

1 accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other  
2 laws, or the issue may be referred to the appropriate Federal agency for  
3 further compliance action and enforcement of Subparagraph 10.6 et seq.

4 10.6.2 CONTRACTOR shall provide any and all clients desirous of  
5 filing a formal complaint any and all information as appropriate:

6 10.6.2.1 Pamphlet: "Your Rights Under California  
7 Welfare Programs" (PUB 13)

8 10.6.2.2 Discrimination Complaint Form

9 10.6.2.3 Civil Rights Contacts:

10 County Civil Rights Contact:

11 Orange County Social Services Agency

12 Program Integrity

13 Attn: Civil Rights Coordinator

14 P.O. Box 22001

15 Santa Ana, CA 92702-2001

16 Telephone: (714) 438-8877

17 State Civil Rights Contact:

18 California Department of Social Services

19 Civil Rights Bureau

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

21 Sacramento, CA 94244-2430

22 Federal Civil Rights Contact:

23 U.S. Department of Health and Human Services

24 Office of Civil Rights

25 50 U.N. Plaza, Room 322

26 San Francisco, CA 94102

27 11. NOTICES

28 11.1 All notices, claims, correspondence, reports, and/or statements

1 authorized or required by this Agreement shall be addressed as follows:

2 COUNTY: County of Orange Social Services Agency  
3 Contract Services  
4 500 N. State College Blvd.  
5 Orange, CA 92868

6  
7 CONTRACTOR: New Alternatives, Inc.  
8 Attn: Tim Farley, Assistant Executive Director  
9 1202 W. Civic Center Drive, Suite 205  
10 Santa Ana, CA 92703

11 11.2 All notices shall be deemed effective when in writing and  
12 deposited in the United States mail, first class, postage prepaid and  
13 addressed as above. Any notices, claims, correspondence, reports and/or  
14 statements authorized or required by this Agreement addressed in any other  
15 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually  
16 agree in writing to change the addresses to which notices are sent.

17 12. NOTICE OF DELAYS

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

23 13. INDEMNIFICATION

24 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
25 writing by COUNTY, and hold U.S. Department of Health and Human Services, the  
26 State, COUNTY, and their elected and appointed officials, officers, employees,  
27 agents and those special districts and agencies which COUNTY's Board of  
28 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from

1 any claims, demands or liability of any kind or nature, including but not  
2 limited to personal injury or property damage, arising from or related to the  
3 services, products or other performance provided by CONTRACTOR pursuant to  
4 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a  
5 court of competent jurisdiction because of the concurrent active negligence of  
6 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will  
7 be apportioned as determined by the court. Neither party shall request a jury  
8 apportionment.

9 14. INSURANCE

10 14.1 Prior to the provision of services under this Agreement,  
11 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
12 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
13 endorsements required herein, necessary to satisfy COUNTY that the insurance  
14 provisions of this Agreement have been complied with, and to keep such  
15 insurance coverage and the certificates therefore on deposit with  
16 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall  
17 ensure that all subcontractors performing work on behalf of CONTRACTOR  
18 pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an  
19 Additional Insured or maintain insurance subject to the same terms and  
20 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow  
21 subcontractors to work if subcontractors have less than the level of coverage  
22 required by COUNTY from CONTRACTOR under this agreement. It is the obligation  
23 of CONTRACTOR to provide notice of the insurance requirements to every  
24 subcontractor and to receive proof of insurance prior to allowing any  
25 subcontractor to begin work. Such proof of insurance must be maintained by  
26 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY  
27 representative(s) at any reasonable time.

28 14.2 CONTRACTOR shall ensure that all subcontractors performing work on

1 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
2 to the same terms and conditions as set forth herein for CONTRACTOR.

3 14.3 All self-insured retentions (SIRs) and deductibles shall be  
4 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
5 apply, indicate this on the Certificate of Insurance with a zero (0) by the  
6 appropriate line of coverage. Any self-insured retention (SIR) or deductible  
7 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall  
8 specifically be approved by the County Executive Office (CEO)/Office of Risk  
9 Management upon review of CONTRACTOR's current audited financial report.

10 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
11 the full term of this Agreement, COUNTY may terminate this Agreement.

12 14.5 Qualified Insurer:

13 14.5.1 The policy or policies of insurance required herein must  
14 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
15 Rating) and VIII (Financial Size Category as determined by the most current  
16 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
17 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
18 to do business in the state of California (California Admitted Carrier).

19 14.6 If the insurance carrier does not have an A.M. Best Rating of A-  
20 /VIII, the CEO/Office of Risk Management retains the right to approve or  
21 reject a carrier after a review of the company's performance and financial  
22 rating.

23 14.7 The policy or policies of insurance maintained by CONTRACTOR shall  
24 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	\$1,000,000 per occurrence

owned, non-owned and hired vehicles

Workers' Compensation Statutory

Employer's Liability Insurance \$1,000,000 per occurrence

Network Security & Privacy Liability \$1,000,000 per claims made

Professional Liability Insurance \$1,000,000 per claims made or per occurrence \$1,000,000 aggregate

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

14.8 Required Coverage Forms:

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

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

14.9 Required Endorsements:

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

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

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

1 contributing.

2 14.9.2 The Network Security and Privacy Liability policy shall  
3 contain the following endorsements which shall accompany the Certificate of  
4 Insurance.

5 14.9.2.1 An Additional Insured endorsement naming the  
6 County of Orange, its elected and appointed officials, officers, agents and  
7 employees as Additional Insureds for its vicarious liability.

8 14.9.2.2 A primary and non-contributing endorsement  
9 evidencing that the CONTRACTOR's insurance is primary and any insurance or  
10 self-insurance maintained by the County of Orange shall be excess and non-  
11 contributing.

12 14.10 All insurance policies required by this Agreement shall waive all  
13 rights of subrogation against the County of Orange, its elected and appointed  
14 officials, officers, agents and employees when acting within the scope of  
15 their appointment or employment.

16 14.11 The Workers' Compensation policy shall contain a waiver of  
17 subrogation endorsement waiving all rights of subrogation against the County  
18 of Orange, its elected and appointed officials, officers, agents and  
19 employees.

20 14.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days  
21 of any policy cancellation and ten (10) days for non-payment of premium and  
22 provide a copy of the cancellation notice to COUNTY. Failure to provide  
23 written notice of cancellation may constitute a material breach of the  
24 contract, upon which the COUNTY may suspend or terminate this Agreement.

25 14.13 If CONTRACTOR's Professional Liability and Network Security &  
26 Privacy Liability policies are on a "claims made" basis, CONTRACTOR shall  
27 agree to maintain Professional Liability and Network Security & Privacy  
28 Liability coverages for two (2) years following completion of this Agreement.

1           14.14 The Commercial General Liability policy shall contain a  
2 severability of interests clause also known as a "separation of insureds"  
3 clause (standard in the ISO CG 0001 policy).

4           14.15 Insurance certificates should be mailed to COUNTY at the address  
5 indicated in Paragraph 11 of this Agreement.

6           14.16 If CONTRACTOR fails to provide the insurance certificates and  
7 endorsements within seven (7) days of notification by CEO/County Procurement  
8 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

9           14.17 COUNTY expressly retains the right to require CONTRACTOR to  
10 increase or decrease insurance of any of the above insurance types throughout  
11 the term of this Agreement. Any increase or decrease in insurance will be as  
12 deemed by County of Orange Risk Manager as appropriate to adequately protect  
13 COUNTY.

14           14.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
16 certificates of insurance and endorsements with COUNTY incorporating such  
17 changes within thirty (30) days of receipt of such notice, this Agreement may  
18 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
19 entitled to all legal remedies.

20           14.19 The procuring of such required policy or policies of insurance  
21 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
22 fulfill the indemnification provisions and requirements of this Agreement, nor  
23 act in any way to reduce the policy coverage and limits available from the  
24 insurer.

25   15.   NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

26           CONTRACTOR shall report to COUNTY:

27           15.1 Any accident or incident relating to services performed under this  
28 Agreement which involves injury or property damage which may result in the

1 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
2 shall be made in writing within twenty-four (24) hours of occurrence.

3 15.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
4 from or related to services performed by CONTRACTOR under this Agreement.  
5 Such report shall be submitted to COUNTY within twenty-four (24) hours of  
6 occurrence.

7 15.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
8 property. Such report shall be submitted to COUNTY within twenty-four (24)  
9 hours of occurrence.

10 15.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
11 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
12 under the term of this Agreement. Such report shall be submitted to COUNTY  
13 within twenty-four (24) hours of occurrence.

14 16. CONFLICT OF INTEREST

15 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
16 any actions or conditions that could result in a conflict with the best  
17 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
18 agents, relatives, subcontractors, and third parties associated with  
19 accomplishing the work hereunder.

20 16.2 CONTRACTOR's efforts shall include, but not be limited to,  
21 establishing precautions to prevent its employees or agents from making,  
22 receiving, providing, or offering gifts, entertainment, payments, loans, or  
23 other considerations which could be deemed to appear to influence individuals  
24 to act contrary to the best interests of COUNTY.

25 17. ANTI-PROSELYTISM PROVISION

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

1 proselytization, except as otherwise permitted by law.

2 18. SUPPLANTING GOVERNMENT FUNDS

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

12 19. EQUIPMENT

13 19.1 All items purchased with funds provided under this Agreement, or  
14 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of  
15 at least five thousand dollars (\$5,000), including sales tax, shall be  
16 considered Capital Equipment. Title to all Capital Equipment shall, upon  
17 purchase, vest and remain in COUNTY. The use of such items of Capital  
18 Equipment is limited to the performance of this Agreement. Upon the  
19 termination of this Agreement, CONTRACTOR shall immediately return any items  
20 of Capital Equipment to COUNTY or its representatives, or dispose of them in  
21 accordance with the directions of ADMINISTRATOR.

22 CONTRACTOR further agrees to the following:

23 19.1.1 To maintain all items of Capital Equipment in good  
24 working order and condition, normal wear and tear excepted.

25 19.1.2 To label all items of Capital Equipment, do periodic  
26 inventories as required by ADMINISTRATOR and to maintain an inventory list  
27 showing where and how the Capital Equipment is being used, in accordance with  
28 procedures developed by ADMINISTRATOR. All such lists shall be submitted to

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

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

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

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

19.3 Personal Computer Equipment:

No personal computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof may be purchased with funds provided under this Agreement, regardless of purchase price.

20. BREACH SANCTIONS

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

1           20.1 Afford CONTRACTOR a time period within which to cure the breach,  
2 which period shall be established by ADMINISTRATOR; and/or

3           20.2 Discontinue reimbursement to CONTRACTOR for and during the period  
4 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
5 later recovery; and/or

6           20.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
7 COUNTY those monies disallowed pursuant to Subparagraph 20.2 above.

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

10       21.   PAYMENTS

11           21.1 COUNTY agrees to pay CONTRACTOR, monthly in arrears, for services  
12 rendered to each YOUNG ADULT as established by the State of California under  
13 WIC Section 11403.3(a)(2) or as hereafter amended. Payments shall accrue from  
14 the date the YOUNG ADULT enters the Tustin Family Campus THP+ Program and  
15 terminate on the date before the YOUNG ADULT is terminated from the Tustin  
16 Family Campus THP+ Program. The daily rate shall be paid when an individual  
17 YOUNG ADULT occupies a bed for less than a full calendar month. The daily  
18 rate is calculated by multiplying the monthly rate times twelve (12) months  
19 and dividing by three hundred sixty-five (365) days. The monthly rate shall  
20 be paid when individual YOUNG ADULT occupies a bed for a full calendar month.

21           21.2 For purposes of payments pursuant to this Paragraph, CONTRACTOR  
22 shall be entitled to a full day of payment for any services provided to YOUNG  
23 ADULT at any time during the twenty-four (24) hour period after midnight.

24           21.3 CONTRACTOR shall provide written notice to COUNTY within thirty  
25 (30) days of the receipt of a payment for an Orange County placement, which is  
26 inconsistent with the period of placement and results in an overpayment or an  
27 underpayment. The overpayment and/or underpayment shall be identified by  
28 YOUNG ADULT's name, case number, caseload number and the amount of

1 underpayment and/or overpayment.

2 21.4 Claims:

3 21.4.1 CONTRACTOR shall submit monthly claims to be received by  
4 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
5 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
6 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
7 claim the next business day. COUNTY holidays include New Year's Day, Martin  
8 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
9 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
10 Friday after Thanksgiving, and Christmas Day.

11 21.4.2 All claims must be submitted on a form approved by  
12 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
13 source documents with the monthly claim, including, inter alia, a monthly  
14 statement of services, general ledgers, supporting journals, time sheets,  
15 invoices, canceled checks, receipts, and receiving records, some of which may  
16 be required to be copied. Source documents that CONTRACTOR must submit shall  
17 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
18 shall retain all financial records in accordance with Paragraph 27 (Records,  
19 Inspections, and Audits) of this Agreement.

20 21.4.3 Payments should be released by COUNTY within a reasonable  
21 time period of approximately thirty (30) days after receipt of a correctly  
22 completed claim form and required supporting documentation.

23 21.4.4 Year End and Final Claims:

24 21.4.4.1 CONTRACTOR shall submit a final claim by no  
25 later than August 30, 2017. Claims received after August 30<sup>th</sup> may, at  
26 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify  
27 the date upon which the final claim must be received, upon written notice to  
28 CONTRACTOR.

1                   21.4.4.2 The basis for final settlement shall be the  
2 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230 ~~OMB~~  
3 ~~Circular A-122~~, incurred and paid by CONTRACTOR pursuant to this Agreement;  
4 limited, however, to the maximum obligation of COUNTY. In the event that any  
5 overpayment has been made, COUNTY may offset the amount of the overpayment  
6 against the final payment. In the event overpayment exceeds the final  
7 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business  
8 days of notice from COUNTY. Nothing herein shall be construed as limiting the  
9 remedies of COUNTY in the event an overpayment has been made.

10                   21.4.5 Seventy-Five Percent Expenditure Notification:

11                   21.4.5.1 CONTRACTOR shall maintain a system of record  
12 keeping that will allow CONTRACTOR to determine when it has incurred seventy-  
13 five percent (75%) of the total contract authorizations under this Agreement.  
14 Upon occurrence of this event, CONTRACTOR shall send written notification to  
15 ADMINISTRATOR.

16                   22. OVERPAYMENTS

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

COUNTY necessary to enforce the provisions set forth in this Paragraph.

23. 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.

24. REVENUE

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

24.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY participates.

25. FINAL REPORT

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

26. INDEPENDENT AUDIT

26.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit must be performed in accordance with generally accepted government auditing standards and Title 2 CFR Part 230 ~~OMB Circular A-122~~. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to ensure that corrective action is taken within six (6) months after issuance

1 of all audit reports with regard to audit exceptions.

2 26.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle  
3 covers January 1 through December 31. CONTRACTOR shall provide ADMINISTRATOR  
4 its organization-wide audit within fourteen (14) calendar days of CONTRACTOR's  
5 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be  
6 sufficient cause for ADMINISTRATOR to deny payment under this or any  
7 subsequent Agreement with CONTRACTOR until such time as the required audit is  
8 provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit  
9 submission deadline upon notice to CONTRACTOR.

10 27. RECORDS, INSPECTIONS AND AUDITS

11 27.1 Financial Records:

12 27.1.1 CONTRACTOR shall prepare and maintain accurate and  
13 complete financial records. Financial records shall be retained, by  
14 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
15 under this Agreement or until all pending COUNTY, State and Federal audits are  
16 completed, whichever is later.

17 27.1.2 CONTRACTOR shall establish and maintain reasonable  
18 accounting, internal control and financial reporting standards in conformity  
19 with generally accepted accounting principles established by the American  
20 Institute of Certified Public Accountants and to the satisfaction of  
21 ADMINISTRATOR.

22 27.2 Client Records:

23 27.2.1 CONTRACTOR shall prepare and maintain accurate and  
24 complete records of clients served and dates and type of services provided  
25 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

26 27.2.2 All client records related to services provided under the  
27 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
28 (5) years from the date of final payment under this Agreement or until all

1 pending COUNTY, State and Federal audits are completed, whichever is later.  
2 Notwithstanding anything to the contrary, upon termination of this Agreement,  
3 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
4 in accordance with Subparagraph 45.2.

5 27.2.3 COUNTY may refuse payment for a claim if client records  
6 are determined by COUNTY to be incomplete or inaccurate. In the event client  
7 records are determined to be incomplete or inaccurate after payment has been  
8 made, COUNTY may treat such payment as an overpayment within the provisions of  
9 this Agreement.

10 27.3 Public Records:

11 With the exception of client records or other records referenced  
12 in Paragraph 33, entitled Confidentiality, all records, including but not  
13 limited to, reports, audits, notices, claims, statements and correspondence,  
14 required by this Agreement may be subject to public disclosure. COUNTY will  
15 not be liable for any such disclosure.

16 27.4 Inspections and Audits:

17 27.4.1 The U.S. Department of Health and Human Services,  
18 Comptroller General of the United States, Director of CDSS, State Auditor-  
19 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
20 Department, or any of their authorized representatives, shall have access to  
21 any books, documents, papers and records, including medical records, of  
22 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
23 for the purpose of financial monitoring. Further, all the above mentioned  
24 persons have the right at all reasonable times to inspect or otherwise  
25 evaluate the work performed or being performed under this Agreement and the  
26 premises in which it is being performed.

27 27.4.2 CONTRACTOR shall make its books and financial records  
28 available within the borders of Orange County within ten (10) days of receipt

1 of written demand by ADMINISTRATOR.

2 27.4.3 In the event CONTRACTOR does not make available its books  
3 and financial records within the borders of Orange County, CONTRACTOR agrees  
4 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
5 designee, necessary to obtain CONTRACTOR's books and financial records.

6 27.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
7 COUNTY's liability to the State or Federal government or any agency thereof  
8 resulting from any disallowances or other audit exceptions to the extent that  
9 such liability is attributable to CONTRACTOR's failure to perform under this  
10 Agreement.

11 27.5 Evaluation Studies:

12 27.5.1 CONTRACTOR shall participate as requested by COUNTY in  
13 research and/or evaluative studies designed to show the effectiveness and/or  
14 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
15 project.

16 28. PERSONNEL DISCLOSURE

17 28.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
18 all personnel providing services hereunder, including résumés and job  
19 applications. Changes to the list will be immediately provided to  
20 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
21 application. The list shall include:

22 28.1.1 Names and dates of birth of all full or part-time  
23 personnel by title, including volunteer personnel, whose direct services are  
24 required to provide the programs described herein;

25 28.1.2 A brief description of the functions of each position and  
26 the hours each person works each week; or for part-time personnel, each day or  
27 month, as appropriate;

28 28.1.3 The professional degree, if applicable, and experience

1 required for each position; and

2 28.1.4 The language skill, if applicable, for all personnel.

3 28.2 Where authorized by law, CONTRACTOR's employment applications  
4 shall require applicants to provide detailed information regarding the  
5 conviction of a crime by any court, for offenses other than minor traffic  
6 offenses. Information not disclosed in the employment application discovered  
7 subsequent to the hiring or promotion of any applicant shall be cause for  
8 termination of that employee from the performance of services under this  
9 Agreement.

10 28.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
11 COUNTY, a clearance on the following public websites the names and dates of  
12 birth for all employees and/or volunteers who will have direct, interactive  
13 contact with clients served through this Agreement: U.S. Department of Justice  
14 National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
15 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)). ~~Where authorized by law, CONTRACTOR shall~~  
16 ~~conduct, at no cost to COUNTY, criminal record background checks on all~~  
17 ~~employees and/or volunteers who will provide services under this Agreement.~~  
18 ~~Candidates will satisfy background checks consistent with and comparable to~~  
19 ~~those required for COUNTY employees.~~

20 28.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
21 COUNTY, a criminal record background check on all employees (direct service  
22 and administrative) funded through this Agreement and also all non-funded  
23 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
24 interactive contact with clients served through this Agreement. Background  
25 checks conducted through the California Department of Justice shall include a  
26 check of the California Central Child Abuse Index, when  
27 applicable. Candidates will satisfy background checks consistent with this  
28 paragraph and their performance of services under this Agreement.

1 28.5 In the event a record is revealed through the processes described  
2 in Subparagraphs 28.3 and 28.4, COUNTY will be available to consult with  
3 CONTRACTOR on appropriateness of personnel providing services through this  
4 Agreement.

5 28.6 CONTRACTOR warrants that all persons employed or otherwise  
6 assigned by CONTRACTOR to provide services under this Agreement have  
7 satisfactory past work records and/or reference checks indicating their  
8 ability to perform the required duties and accept the kind of responsibility  
9 anticipated under this Agreement. CONTRACTOR shall maintain records of  
10 background investigations and reference checks undertaken and coordinated by  
11 CONTRACTOR for each employee and/or volunteer assigned to provide services  
12 under this Agreement for a minimum of five (5) years from the date of final  
13 payment under this Agreement or until all pending COUNTY, State and Federal  
14 audits are completed, whichever is later, in compliance with all applicable  
15 laws.

16 28.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
17 arrest and/or subsequent conviction, for offenses other than minor traffic  
18 offenses, of any paid employee and/or volunteer staff performing services  
19 under this Agreement, when such information becomes known to CONTRACTOR.  
20 ADMINISTRATOR may determine whether such employee and/or volunteer may  
21 continue to provide services under this Agreement and shall provide notice of  
22 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply  
23 with ADMINISTRATOR's decision shall be deemed a material breach of this  
24 Agreement, pursuant to Paragraph 20 above.

25 28.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
26 staff performing work hereunder and any proposed changes in CONTRACTOR's  
27 staff.

28 28.9 COUNTY shall have the right to require CONTRACTOR to remove any

1 employee from the performance of services under this Agreement. At the  
2 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

3 28.10 CONTRACTOR shall notify COUNTY immediately when staff is  
4 terminated for cause from working on this Agreement.

5 28.11 Disqualification, if any, of CONTRACTOR staff, pursuant to  
6 Paragraph 28, shall not relieve CONTRACTOR of its obligation to complete all  
7 work in accordance with the terms and conditions of this Agreement.

8 29. EMPLOYMENT ELIGIBILITY VERIFICATION

9 As applicable, CONTRACTOR warrants that it fully complies with all  
10 Federal and State statutes and regulations regarding the employment of aliens  
11 and others, and that all its employees performing work under this Agreement

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

26 30. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

27 30.1 In order to comply with child support enforcement requirements of  
28 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days

1 of the award of this Agreement:

- 2 (a) in the case of an individual contractor, his/her name, date of
- 3 birth, Social Security number, and residence address;
- 4 (b) in the case of a contractor doing business in a form other than as
- 5 an individual, the name, date of birth, Social Security number,
- 6 and residence address of each individual who owns an interest of
- 7 ten percent (10%) or more in the contracting entity;
- 8 (c) a certification that CONTRACTOR has fully complied with all
- 9 applicable Federal and State reporting requirements regarding its
- 10 employees; and
- 11 (d) a certification that CONTRACTOR has fully complied with all
- 12 lawfully served Wage and Earnings Assignment Orders and Notices of
- 13 Assignment, and will continue to so comply.

14 30.2 The failure of CONTRACTOR to timely submit the data or

15 certifications required by subsections (a), (b), (c), or (d), or to comply

16 with all Federal and State employee reporting requirements for child support

17 enforcement or to comply with all lawfully served Wage and Earnings Assignment

18 Orders and Notices of Assignment shall constitute a material breach of this

19 Agreement, and failure to cure such breach within sixty (60) calendar days of

20 notice from COUNTY shall constitute grounds for termination of this Agreement.

21 30.3 It is expressly understood that this data will be transmitted to

22 governmental agencies charged with the establishment and enforcement of child

23 support orders, and for no other purpose.

24 31. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

25 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to

26 ensure that all employees, volunteers, consultants, or agents performing

27 services under this Agreement report child abuse or neglect to one of the

28 agencies specified in Penal Code Section 11165.9 and dependent adult or elder

1 abuse as defined in Section 15610.07 of the WIC to one of the agencies  
2 specified in WIC Section 15630. CONTRACTOR shall require such employee,  
3 volunteer, consultant or agent to sign a statement acknowledging the child  
4 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the  
5 Penal Code and the dependent adult and elder abuse reporting requirements as  
6 set forth in Section 15630 of the WIC and will comply with the provisions of  
7 these code sections as they now exist or as they may hereafter be amended.

8 32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

9 CONTRACTOR shall notify and provide to its employees, a fact sheet  
10 regarding the Safely Surrendered Baby Law, its implementation in Orange  
11 County, and where and how to safely surrender a baby. The fact sheet is  
12 available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The  
13 information shall be posted in all reception areas where clients are served.

14 33. CONFIDENTIALITY

15 33.1 CONTRACTOR agrees to maintain the confidentiality of its records  
16 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
17 and all other provisions of law, and regulations promulgated thereunder  
18 relating to privacy and confidentiality, as each may now exist or be hereafter  
19 amended.

20 33.2 All records and information concerning any and all persons  
21 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
22 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
23 volunteers. CONTRACTOR shall require all of its employees, agents,  
24 subcontractors and volunteer staff who may provide services for CONTRACTOR  
25 under this Agreement to sign an agreement with CONTRACTOR before commencing  
26 the provision of any such services, to maintain the confidentiality of any and  
27 all materials and information with which they may come into contact, or the  
28 identities or any identifying characteristics or information with respect to

1 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
2 required to provide services under this Agreement or to those specified in  
3 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
4 latter, only during such audit. CONTRACTOR shall comply with any audits  
5 specified in Paragraph 27, provide reports and any other information required  
6 by COUNTY in the administration of this Agreement, and as otherwise permitted  
7 by law.

8 33.3 CONTRACTOR shall inform all of its employees, agents,  
9 subcontractors, volunteers and partners of this provision and that any person  
10 violating the provisions of said State law may be guilty of a crime.

11 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
12 be subject to the confidentiality requirements of this Agreement.

13 33.5 CONTRACTOR agrees to maintain the confidentiality of its records  
14 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
15 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
16 regarding Confidentiality, as it now exists or may hereafter be amended.

17 33.5.1 No access, disclosure or release of information regarding  
18 a child who is the subject of Juvenile Court proceedings shall be permitted  
19 except as authorized. If authorization is in doubt, no such information shall  
20 be released without the written approval of a Judge of the Juvenile Court.

21 33.5.2 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 child's Social Worker.

26 34. COPYRIGHT ACCESS

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

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

3 35. WAIVER

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

12 36. PETTY CASH

13 CONTRACTOR is authorized to establish a petty cash fund in an amount not  
14 to exceed one thousand dollars (\$1,000.00).

15 37. PUBLICITY

16 37.1 Information and solicitations, prepared and released by  
17 CONTRACTOR, concerning the services provided under this Agreement shall state  
18 that the program, wholly or in part, is funded through COUNTY, State and  
19 Federal government funds.

20 37.2 CONTRACTOR shall not disclose any details in connection with this  
21 Agreement to any person or entity except as may be otherwise provided  
22 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
23 identify its services and related clients to sustain itself, COUNTY shall not  
24 inhibit CONTRACTOR from publishing its role under this Agreement within the  
25 following conditions:

26 37.2.1 CONTRACTOR shall develop all publicity material in a  
27 professional manner; and

28 37.2.2 During the term of this Agreement, CONTRACTOR shall not,

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

5 38. COUNTY RESPONSIBILITIES

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

8 39. REFERRALS

9 39.1 CONTRACTOR shall provide services to individuals referred by  
10 ADMINISTRATOR.

11 40. REPORTS

12 40.1 CONTRACTOR shall provide information deemed necessary by  
13 ADMINISTRATOR to complete any State-required reports related to the services  
14 provided under this Agreement.

15 40.2 CONTRACTOR shall maintain records and submit reports containing  
16 such data and information regarding the performance of CONTRACTOR's services,  
17 costs or other data relating to this Agreement, as may be requested by  
18 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
19 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

20 41. ENERGY EFFICIENCY STANDARDS

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

24 42. ENVIRONMENTAL PROTECTION STANDARDS

25 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC  
26 Section 7401 et seq. 1857(h)], Section 508 of the Clean Water Act (Title 33  
27 USC Section 1251 et seq. 1368), Executive Order 11738 and Environmental  
28 Protection Agency, hereinafter referred to as "EPA," regulations (Title 40

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

3 42.1 No facility to be utilized in the performance of the proposed  
4 grant has been listed on the EPA List of Violating Facilities;

5 42.2 It will notify COUNTY prior to award of the receipt of any  
6 communication from the Director, Office of Federal Activities, U.S. EPA,  
7 indicating that a facility to be utilized for the grant is under consideration  
8 to be listed on the EPA List of Violating Facilities; and

9 42.3 It will notify COUNTY and EPA about any known violation of the  
10 above laws and regulations.

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

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

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

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

27 1) No Federal appropriated funds have been paid or will  
28 be paid to any person for influencing or attempting to influence an officer or

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

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

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

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

25 44. POLITICAL ACTIVITY

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

1           45.    TERMINATION PROVISIONS

2           45.1 ADMINISTRATOR may terminate this Agreement without penalty  
3 immediately with cause or after thirty (30) days written notice without cause,  
4 unless otherwise specified. Notice shall be deemed served on the date of  
5 mailing. Cause shall be defined as any breach of contract, any  
6 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
7 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
8 all further obligations under this Agreement.

9           45.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
10 cooperate with ADMINISTRATOR in the orderly transfer of service  
11 responsibilities, active case records, and pertinent documents.

12           45.3 The obligations of COUNTY under this Agreement are contingent upon  
13 the availability of Federal and/or State funds, as applicable, for the  
14 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
15 for the services hereunder in the budget approved by the Orange County Board  
16 of Supervisors each fiscal year this Agreement remains in effect or operation.  
17 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
18 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
19 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
20 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
21 notification of such determination. CONTRACTOR shall immediately comply with  
22 ADMINISTRATOR's decision.

23           45.4 If any provision of this Agreement or the application thereof is  
24 held invalid, the remainder of this Agreement shall not be affected thereby.

25           46.    GOVERNING LAW AND VENUE

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

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

7 47. SIGNATURE IN COUNTERPARTS

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

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

By: \_\_\_\_\_ By: \_\_\_\_\_

Timothy H. Farley CHAIRWOMAN  
 Assistant Executive Director OF THE BOARD OF SUPERVISORS  
 New Alternatives, Inc. COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
ATTEST:

\_\_\_\_\_  
 ROBIN STIELER  
 Interim Clerk of the Board  
 Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

Dated: \_\_\_\_\_

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
NEW ALTERNATIVES, INC.

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

1. POPULATION TO BE SERVED

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

2. ELIGIBILITY REQUIREMENTS

2.1 CONTRACTOR shall accept eligible YOUNG ADULTs ~~are eligible to~~ participate in Transitional Housing Program-Plus (THP+) ~~and shall be who:~~

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

2.1.2 ~~Required to complete~~ Complete a detailed application related to why he/she wants to enter the program and what he/she wants to gain from the program.

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

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

3. REFERRAL PROCESS

3.1 CONTRACTOR shall provide THP+ services to all YOUNG ADULTs referred by ADMINISTRATOR. CONTRACTOR will not refuse YOUNG ADULTs without discussion and concurrence by ADMINISTRATOR. ADMINISTRATOR will discuss and concur prior to any action negatively affecting the Young Adult's placement to minimize issues that impede YOUNG ADULTs' ability to participate in THP+ services.

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

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

4. COUNTY RESPONSIBILITIES

ADMINISTRATOR will:

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

4.2 Provide assistance with emergencies pursuant to guidelines or policies established for the THP+ Program at the Tustin Family Campus as described in Subparagraph 13.6 and 13.8 of this Exhibit A.

5. PRINCIPLES

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

3 5.1 The provision of services shall be conducted in a manner sensitive  
4 to literacy, language, and socio-cultural issues that may impact YOUNG ADULTs;

5 5.2 Barriers relating to mental health and/or substance abuse issues  
6 shall be identified and YOUNG ADULTs shall be provided the appropriate  
7 referral as described in Subparagraph 7.14.14 and Paragraph 10 of this Exhibit  
8 A;

9 5.3 YOUNG ADULTs shall be actively referred to needed services and  
10 follow-up shall occur to ensure that the referral was successful;

11 5.4 Opportunities shall be maximized to provide integrated,  
12 coordinated and easily accessible resources for YOUNG ADULTs;

13 5.5 Services shall be community-based and provide integrated services  
14 that coordinate Federal, State and community funding opportunities;

15 5.6 YOUNG ADULT's strengths shall be identified, utilizing  
16 motivational and strength-based techniques; and

17 5.7 Services shall be outcome-driven and identify indicators that  
18 accurately reflect progress towards goals, strategies, and outcomes as stated  
19 in Paragraph 15 of this Exhibit A to this Agreement.

20 6. THP+ COUNTY CERTIFICATION

21 Throughout the term of this Agreement, CONTRACTOR shall demonstrate the  
22 capacity for compliance with California Welfare and Institutions Code (WIC)  
23 Section 16522.1 in order to maintain THP+ COUNTY Certification, which may also  
24 include State approval.

25 7. SERVICES

26 CONTRACTOR shall provide the following:

27 7.1 Provide independent ~~Independent~~ living support for up to twenty-  
28 four (24) cumulative months (as otherwise adopted by, and pursuant to the

1 state of California), to YOUNG ADULTs to assist them in developing life skills  
2 to successfully transition into adult life. The Transitional Residential Homes  
3 shall be based on a campus based model versus apartment model.

4 7.2 Provide twenty-four ~~Twenty-four~~ (24) hours per day, seven (7) days  
5 per week awake on-site ~~supervision~~ support and crisis intervention services.

6 7.3 Ensure YOUNG ADULT has executed a written Waiver and Release with  
7 the TPSP Liaison prior to entering into THP+ at the Transitional Residential  
8 Home. In said Waiver and Release, YOUNG ADULT shall acknowledge that they are  
9 voluntarily entering the program with the understanding that they will be  
10 waiving some privacy and confidentiality rights otherwise guaranteed under  
11 Federal and California law. This voluntary Waiver and Release enables reports  
12 to be provided to ADMINISTRATOR regarding YOUNG ADULT's progress, will allow  
13 assessments of the Transitional Residential Home Services to be undertaken and  
14 will allow some restrictions to be placed upon visitation by family and  
15 friends, as set forth in this Exhibit A.

16 7.4 Obtain all necessary release forms.

17 7.5 Develop a TILP with input from YOUNG ADULT and the TPSP Liaison  
18 upon acceptance into the program. The TILP shall include, but not be limited  
19 to, the following:

20 7.5.1 Learning how to secure essential records such as  
21 identification card, birth certificate, and social security card;

22 7.5.2 Development of basic life skills, including hygiene,  
23 personal responsibility, interpersonal skills, communication skills;

24 7.5.3 Development of appropriate coping and problem-solving  
25 strategies; and

26 7.5.4 Address mental health needs.

27 7.6 Ensure the TILP shall include contingency elements relating to  
28 YOUNG ADULT gaining custody of a child ~~having a planned or unplanned pregnancy~~

1 while residing in the THP+ facility.

2 7.7 Development and implementation, within sixty (60) days of the  
3 commencement of this Agreement, of an incentive program/plan to motivate YOUNG  
4 ADULTs to achieve the goals as specified in their TILP.

5 7.8 Develop a detailed plan as part of the TILP with each YOUNG ADULT  
6 upon acceptance into the program, which addresses the behavioral health  
7 challenges that the YOUNG ADULT might demonstrate (i.e., controlled  
8 substance/alcohol use, maintain positive relationships, maintain a healthy  
9 life style, work a predetermined number of hours per week) .

10 7.9 Upon intake, provide YOUNG ADULT with CONTRACTOR's Participant-  
11 Provider contract. The Participant-Provider contract shall include, but not be  
12 limited to, the following:

13 7.9.1 Description of the Transitional Residential Home Services  
14 program.

15 7.9.2 YOUNG ADULT's rights and responsibilities.

16 7.9.3 What the YOUNG ADULT can expect from their Case Manager.

17 7.9.4 Expectations of the YOUNG ADULT.

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

22 7.10 Participate in and support efforts to re-establish relationships  
23 between YOUNG ADULT and his/her relatives, or non-relative extended family  
24 members (NREFM), who may serve as mentors or support persons.

25 7.11 Collaborate with the YOUNG ADULT to develop a plan to pursue  
26 college or post-high school training to better prepare for his/her self-  
27 sufficiency, as appropriate, and incorporate the plan into the TILP.

28 7.12 Support the YOUNG ADULT in developing independent living skills in

1 order to meet the goals outlined in the TILP.

2 7.13 Create and update the A record of YOUNG ADULT's participation  
3 efforts on an ongoing basis and preparation of standard quarterly reports for  
4 CDSS.

5 7.14 Provide the following case management services at a ratio of one  
6 (1) Case Manager per seven (7) YOUNG ADULTs. The Case Manager shall provide:

7 7.14.1 Referrals for individual and/or group therapy, as  
8 appropriate for the YOUNG ADULT's needs.

9 7.14.2 Ongoing educational advocacy and support, including  
10 linkages to Foster Youth Services with the goals of each YOUNG ADULT obtaining  
11 a High School diploma, General Educational Development (GED) certificate, or  
12 High School Proficiency certificate prior to completing the THP+ program.

13 7.14.3 Assistance to YOUNG ADULTs in developing the skills  
14 necessary to establish and maintain positive, healthy, and meaningful  
15 relationships.

16 7.14.4 Assistance to YOUNG ADULTs in maintaining a substance-  
17 free lifestyle.

18 7.14.5 Ongoing support for YOUNG ADULTs to develop and sustain  
19 money management skills to facilitate self-sufficiency.

20 7.14.6 Assistance to YOUNG ADULTs to develop the life skills  
21 necessary to secure and maintain permanent housing and employment.

22 7.14.7 A strength-based coaching, mentoring model and  
23 motivational interviewing approach with YOUNG ADULTs, which has been  
24 identified as an evidenced based best practice by the National Institutes of  
25 Health.

26 7.14.8 Training components on interpersonal relationships,  
27 parenting, sex education, personal safety and hygiene, health issues, alcohol,  
28 drugs and tobacco, anger management, budget management, banking, nutrition and

1 cooking, shopping, substance abuse prevention, mental health services, and  
2 other topics as they are identified.

3 7.14.9 Monitoring and documentation of YOUNG ADULT's attendance  
4 and progress in accordance with THP+ Policies and Procedures, as set forth in  
5 Paragraph 8 of this Exhibit A. This includes the use of attendance reports  
6 and monitoring participants involved in education and training programs.

7 7.14.10 Instructions to YOUNG ADULTs on conflict resolution  
8 skills by presenting them with problem solving skills, principles of conflict  
9 resolution, the basics of effective communication and listening, critical and  
10 creative thinking, with an emphasis on personal responsibility and self-  
11 discipline.

12 7.14.11 Job readiness training and support including linkages to  
13 Workforce Investment Act partners, One-Stop Centers, mentor programs, and  
14 other appropriate employment resources.

15 7.14.12 Identification of any barriers to employment and  
16 evaluation of the need to refer the YOUNG ADULT to other service providers in  
17 the community.

18 7.14.13 Facilitation and/or participation in outreach activities  
19 that may benefit the YOUNG ADULT and his/her family.

20 7.14.14 Care coordination and advocacy for YOUNG ADULT, including  
21 all medical and non-medical care, mental health care, referrals, resources,  
22 and support (including personal care services, support networks, coordination  
23 of information and care).

24 7.15 Provide a mentor to YOUNG ADULTs while participating in THP+ and  
25 for six (6) months after the YOUNG ADULT completes the program. YOUNG ADULTs  
26 shall receive assistance and support for interpersonal and social skills, and  
27 increase their awareness of resources available to them in and around their  
28 community. Each mentor shall be carefully screened through a criminal

1 background check, child abuse index check, Department of Motor Vehicles  
2 clearance, and two (2) references prior to having any contact with YOUNG  
3 ADULT.

4 7.16 Incorporate CONTRACTOR's ILS program along with the COUNTY's THP+.

5 7.17 Provide YOUNG ADULT with a working phone, which can be restricted  
6 to local phone calls.

7 7.18 Facilitate YOUNG ADULT's communication with the Social Services  
8 Agency (SSA) Family Self Sufficiency (FSS) Division regarding available  
9 services and participate in Multidisciplinary Team (MDT) meetings.

10 7.19 Attend all mandated trainings and meetings as requested by  
11 ADMINISTRATOR.

12 7.20 Conduct a monthly case review conference with the TPSP Liaison  
13 concerning the status of each YOUNG ADULT.

14 7.21 Coordinate a monthly community dinner which will serve as a  
15 support group for YOUNG ADULTs. Guest speakers shall include successful  
16 former foster youth, professors, and other inspirational figures.

17 7.22 Assist YOUNG ADULT leaving the program, including locating and/or  
18 maintaining affordable housing.

19 7.23 Provide a secure, separate storage area for personal items for  
20 each YOUNG ADULT.

21 7.24 Provide after-care ~~After-care~~ support for up to two (2) years  
22 after YOUNG ADULT leaves the program including:

23 7.24.1 Monthly support groups.

24 7.24.2 Service referrals as needed.

25 7.25 Support and assistance to YOUNG ADULT to maintain compliance with  
26 Court-ordered activities.

27 8. PROGRAM POLICIES AND PROCEDURES

28 ~~CONTRACTOR shall address and assist YOUNG ADULTs in the following~~

1 ~~program categories:~~

2 8.1 Education Model/Plan:

3 ~~CONTRACTOR shall ensure that~~ YOUNG ADULTs ~~shall attend~~ participate  
4 and show satisfactory progress in educational classes or training programs to  
5 facilitate scheduled graduation/completion as described in their TILPs.

6 8.2 Employment Model/Plan:

7 ~~CONTRACTOR shall:~~

8 8.2.1 ~~CONTRACTOR shall provide~~ Provide YOUNG ADULTs with basic  
9 skills training for employment (e.g. learning and consistently demonstrating  
10 professional appearance and conduct), referrals to internships and other  
11 demonstrable efforts within thirty (30) calendar days of YOUNG ADULTs entering  
12 the program.

13 8.2.2 ~~Assist~~ YOUNG ADULTs with ~~shall~~ obtaining employment  
14 within three (3) to six (6) months of entering the program. Job search  
15 activities shall include but not be limited to, YOUNG ADULT waking early  
16 enough to get appropriately clothed and groomed to job search and prepare for  
17 the rituals of employment, which shall be monitored daily by the Case Manager.

18 8.2.3 ~~CONTRACTOR shall ensure~~ Ensure that YOUNG ADULTs that are  
19 attending school full-time (12+ units) shall also work from ten to twenty (10-  
20 20) hours per week. YOUNG ADULTs attending school part-time shall work twenty-  
21 five to thirty (25-30) hours per week.

22 8.2.4 ~~CONTRACTOR shall ensure~~ Ensure that YOUNG ADULTs not  
23 attending school work between thirty-five to forty (35-40) hours per week.

24 8.2.5 ~~CONTRACTOR shall accompany~~ Accompany and facilitate YOUNG  
25 ADULT's linkage to the Workforce Investment Act partners and One-Stop Centers  
26 or other employment programs, as directed by ADMINISTRATOR for employment and  
27 training.

28 8.3 Personal Safety Issues:

CONTRACTOR shall:

8.3.1 Ensure that every ~~Every~~ YOUNG ADULT is required to attend all safety courses provided by CONTRACTOR or ADMINISTRATOR.

8.3.2 Train YOUNG ADULTs ~~must~~ on how to demonstrate respectful and responsible behavior toward roommates, other YOUNG ADULTs in the program, CONTRACTOR's staff, and members of the community.

8.4 Weapons:

8.4.1 No weapons of any kind (guns, knives, etc.) are allowed on the TFC premises, including the Transitional Residential Home or in the possession of any YOUNG ADULT.

8.4.2 ~~Failure to comply with this rule shall lead to immediate termination from the program~~ CONTRACTOR shall comply with the "Special Incident Reporting Guidelines for Residential Facilities" developed by ADMINISTRATOR and the Probation Department, and referenced in Subparagraph 13.8, as it currently exists or may hereafter be amended.

8.5 Visitors:

CONTRACTOR shall:

8.5.1 Enforce the visitation ~~Visitation hours shall be hours~~ allowed by the TFC facility.

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

8.5.3 Report to ADMINISTRATOR any visitors ~~Visitors~~ in possession of or under the influence of controlled substances and/or alcohol, which are not allowed into the TFC facility. ~~It is the responsibility of YOUNG ADULT to make that determination and respond appropriately.~~

8.5.4 Ensure that all ~~All~~ visitors ~~must~~ abide by the TFC

1 visitation hours.

2 8.5.5 Report any Any problems concerning a visitor should be  
3 reported immediately to the Case Manager or Program Supervisor.

4 8.5.6 Ensure that Runaways/Absence Without Leave (AWOLS) are  
5 not allowed into the Transitional Residential Home at any time. CONTRACTOR  
6 shall information YOUNG ADULT that allowing Allowing a runaway into a  
7 Transitional Residential Home may result in YOUNG ADULT's immediate  
8 termination from the program.

9 8.6 Emergencies Both On and Off The Campus:

10 CONTRACTOR shall:

11 8.6.1 Pursuant to Paragraph 8.6.4, Report any An emergency is  
12 anything requiring immediate attention or assistance from resources such as  
13 police, fire, ambulance, SSA or Probation Department.

14 8.6.2 Require all All YOUNG ADULTs shall be encouraged to  
15 attend First Aid and CPR courses, as well as other noted safety courses. All  
16 emergencies must be reported as soon as possible to the Case Manager or  
17 Program Supervisor who shall notify the TPSP Liaison, Assigned Social Worker  
18 (ASW), or DPO, as appropriate.

19 8.6.3 Ensure that each Each YOUNG ADULT shall be required to  
20 find and post emergency telephone numbers for police, fire, ambulance, and SSA  
21 or Probation Department. These, along with the Case Manager's cell phone  
22 number shall be posted next to each phone in the Transitional Residential  
23 Home.

24 8.6.4 Notify the The TPSP Liaison, ASW and the TPSP Manager or  
25 designee must be notified verbally within twenty-four (24) hours of the  
26 emergency. CONTRACTOR's verbal report shall be followed by the submission of  
27 a written Special Incident Report (SIR) described in Subparagraph 13.8 of this  
28 Exhibit A to ADMINISTRATOR.

8.7 Health and Dental Care Model Plan:

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

8.7.2 In case of medical emergency, CONTRACTOR shall inform YOUNG ADULTs ~~shall~~ to notify CONTRACTOR as soon as possible.

8.8 Lending or Borrowing Money:

8.8.1 CONTRACTOR shall educate YOUNG ADULTs ~~are strongly discouraged from~~ about the hazards of lending or borrowing money.

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

8.8.3 CONTRACTOR shall inform ~~It is the responsibility of each YOUNG ADULT of the responsibility~~ to pay all of his/her debts in a timely manner.

8.9 Budgeting and Payment of Bills:

CONTRACTOR shall:

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

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

8.9.3 Ensure that each ~~Each~~ YOUNG ADULT shall be accountable for his/her budget and payment of bills as necessary.

8.10 Savings:

CONTRACTOR shall:

8.10.1 Ensure that YOUNG ADULTS shall be required to deposit ~~twenty-five~~ fifteen percent (25 15%) of their income into their savings account to use after completion of the program.

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

8.11 Pregnancy:

CONTRACTOR shall:

8.11.1 Allow a A pregnant YOUNG ADULT to may continue her involvement in the program as long as appropriate progress, with reasonable accommodations, is maintained toward education and employment goals.

~~8.11.2 Any Young Adult who becomes a parent during the program may continue his/her involvement in the program as long as appropriate progress is maintained toward education and employment goals.~~

8.11.3 Inform If any YOUNG ADULT that has or plans to have physical custody of a child, he/she must make arrangements to leave the program. The YOUNG ADULT may be eligible to transfer to another THP+ facility that allows for parenting youth, contingent on the YOUNG ADULT remaining eligible for THP+ services.

8.11.4 THP+ is expressly not designed to accommodate custodial parents and minors. THP+ may assist in transferring a YOUNG ADULT to a different program, but is not equipped or intended to house minors.

8.12 Residence Care and Cleanliness:

CONTRACTOR shall:

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

1           8.12.2   Ensure that each ~~Each~~ bedroom within the Transitional  
2 Residential Home is subject to weekly unannounced inspection by CONTRACTOR.  
3 The inspection may include a visual check on cleanliness and a search for any  
4 prohibited items.

5           8.12.3   Ensure that each ~~Each~~ bedroom shall be evaluated on  
6 cleanliness, tidiness, compliance with visitor regulations, and any other  
7 aspect as related to the regulations of the program. Special incentives may be  
8 given for the cleanest bedroom at the end of each month.

9           8.12.4   Create and implement methods ~~Methods~~ to keep the bedroom  
10 and common living area clean and safe include, but are not limited to:

11                   8.12.4.1 Dusting.

12                   8.12.4.2 Vacuuming.

13                   8.12.4.3 Cleaning dishes.

14                   8.12.4.4 Making the bed.

15                   8.12.4.5 Respecting others in terms of material displayed  
16 within the Transitional Residential Home.

17                   8.12.4.6 Unplugging electrical items and small appliances  
18 (i.e., iron, toaster, curling iron, etc.).

19                   8.12.4.7 Informing CONTRACTOR's staff if something in the  
20 Transitional Residential Home breaks or requires repair/maintenance.

21           8.13 Furnishings:

22           8.13.1 Prior to YOUNG ADULT moving into the Transitional  
23 Residential Home, the CONTRACTOR's Case Manager shall make sure the  
24 appropriate furniture, beddings and household items are in order.

25           8.14 Property:

26           CONTRACTOR shall:

27           8.14.1 Inform YOUNG ADULT that deliberate and negligent  
28 Deliberate destruction of property, which includes physical damage to the

1 Transitional Residential Home, shall not be tolerated, including marking on  
2 walls and intentional damage to another person's belongings, etc.

3 8.14.2 Inform A YOUNG ADULT that deliberately and negligent  
4 damaging property may result in ~~will be subject to~~ termination from the  
5 program. ~~YOUNG ADULT shall~~ and be required to pay for damages.

6 8.15 Alcohol and Other Drugs:

7 CONTRACTOR shall:

8 8.15.1 Inform YOUNG ADULT that no ~~Ne~~ controlled substances or  
9 alcohol ~~is~~ are permitted on the TFC premises ~~nor~~ or in the Transitional  
10 Residential Home.

11 8.15.2 Inform ~~Any~~ YOUNG ADULTs that being caught in possession  
12 of ~~possessing~~ controlled substances or alcohol (on their person, in their  
13 belongings or in their bedroom) are subject to termination from the program at  
14 the discretion of the TPSP Liaison or ASW. YOUNG ADULT may also be terminated  
15 if his/her ~~This includes~~ a guest bringing the controlled substances or  
16 alcohol on to the TFC premises or into the Transitional Residential Home.  
17 Each case shall be individually assessed.

18 ~~8.15.3 YOUNG ADULT caught taking controlled substances or~~  
19 ~~alcohol may be subject to a program violation or discharge from the program.~~  
20 ~~The policy may be implemented at the discretion of ADMINISTRATOR.~~

21 8.15.4 Inform YOUNG ADULTs that they may not smoke within twenty  
22 (20) feet from an exterior door of the TFC premises or Transitional  
23 Residential Home.

24 8.15.5 ~~CONTRACTOR shall consult~~ Consult with ADMINISTRATOR on a  
25 case-by-case basis to determine if the offense requires another approach or an  
26 acceleration of the consequences.

27 8.16 Decorating:

28 8.16.1 CONTRACTOR shall instruct YOUNG ADULT ~~is required~~ to

1 obtain the permission of the Case Manager before decorating their room and  
2 that all All décor must be appropriate and must not contain, for example,  
3 obscenities, vulgar content, and/or gang-related material.

4 8.17 Noise Level:

5 CONTRACTOR shall:

6 8.17.1 Ensure that each Each YOUNG ADULT shall keep noise level  
7 from television or radio equipment and electronic media (to include computers,  
8 smartphones, etc.) at a reasonable level.

9 8.18 Dating:

10 8.18.1 Contractor shall ensure that each YOUNG ADULT will be is  
11 educated in characteristics of healthy relationships.

12 8.19 Vehicles:

13 Contractor shall:

14 8.19.1 Inform each Each YOUNG ADULT that he/she must have a  
15 valid driver's license, current registration, proof of insurance, and maintain  
16 insurance in order to drive a vehicle. YOUNG ADULT shall not violate any  
17 conditions of probation related to operating a motor vehicle.

18 8.19.2 Inform each YOUNG ADULT that failure Failure to follow  
19 these vehicle rules shall be grounds for termination from the program.

20 8.20 Use of Utilities and Telephone:

21 8.20.1 ~~Transitional Residential Home will contain a telephone~~  
22 and COUNTY shall supply CONTRACTOR be supplied with utilities, including  
23 water, electricity, and heating, for the duration of this Agreement.

24 8.20.2 CONTRACTOR shall orient YOUNG ADULTs to proper usage and  
25 functioning of said utilities, including how to turn off water, gas, and  
26 electricity in case of an emergency.

27 8.20.3 CONTRACTOR shall ensure that YOUNG ADULTs do not use  
28 these resources in excess, as doing so may present a safety risk (e.g.,

1 leaving water running and flooding the residence).

2 8.21 Ground rules for termination:

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

5 9. CONTRACTOR RESPONSIBILITIES

6 CONTRACTOR shall provide the following basic needs requirements:

7 9.1 Housing Allocation:

8 9.1.1 On a monthly basis, CONTRACTOR shall allocate funds to  
9 provide YOUNG ADULT with housing, to include rent and utilities,  
10 transportation, purchase of food, cleaning supplies, clothing, telephone and  
11 other necessities as set forth in Paragraph 19, Budget, of this Exhibit A.

12 9.2 Personal Needs:

13 9.2.1 CONTRACTOR shall provide groceries for meals and snacks  
14 that YOUNG ADULT can prepare. Grocery shopping shall include participation by  
15 YOUNG ADULTs.

16 9.2.2 CONTRACTOR shall furnish personal care items, including  
17 but not limited to toothpaste, toothbrush, soap, hair care items and hygienic  
18 supplies. Personal items shall be the property of each YOUNG ADULT and shall  
19 be retained by YOUNG ADULT upon ending participation.

20 9.2.3 CONTRACTOR shall furnish sufficient number of clean fresh  
21 towels, mattress pads, pillows, sheets and blankets to ensure cleanliness and  
22 warmth.

23 9.2.4 CONTRACTOR shall ensure that all ~~All~~ YOUNG ADULTs shall  
24 take their clothing with them when participation ends. If this is not  
25 possible, all clothing shall immediately be stored separately and securely for  
26 each individual YOUNG ADULT by CONTRACTOR for a period of thirty (30) days.

27 9.3 Safeguards for Cash Resources, Personal Property and Valuables:

28 9.3.1 In accordance with CCR Section 80026, Division 6, Title

22. CONTRACTOR shall assist each YOUNG ADULT in keeping cash resources, personal property and valuables separate and intact. CONTRACTOR shall maintain accurate records of such resources.

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

9.3.3 CONTRACTOR shall ~~maintain~~ provide a stipend of a minimum of fifty dollars (\$50) a month ~~to~~ for each YOUNG ADULT for household items, food and other necessities.

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

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

9.3.5.1 All funds are to be released to the YOUNG ADULT in the form of a check less any charges for damages, repairs and/or late fees.

## 10. BEHAVIORAL HEALTH SERVICES

CONTRACTOR may consult with mental ~~Mental~~ health and substance abuse services that are available through the County of Orange Health Care Agency (HCA). ~~HCA typically provides the following services:~~

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

~~10.2 Case management of mental health or substance abuse services.~~

~~10.3 Treatment and rehabilitation services with a focus on counseling~~

1 to overcome the barriers to obtaining and retaining employment in coordination  
2 with the YOUNG ADULT's TILP.

3 11. DISCIPLINE POLICIES

4 Behavioral consequences may be implemented by CONTRACTOR for YOUNG  
5 ADULTs experiencing discipline problems which may include, but are not limited  
6 to:

7 11.1 Visitor restrictions.

8 11.2 More frequent meetings with CONTRACTOR staff, TPSP Liaison, ASW or  
9 other support staff to develop an intervention plan.

10 11.3 ADMINISTRATOR shall determine appropriate disciplinary action when  
11 behavioral consequences beyond standard interventions are required.

12 11.4 Termination from the program.

13 12. TERMINATION POLICIES

14 CONTRACTOR shall inform YOUNG ADULTs shall be subject to CONTRACTOR's  
15 ~~termination policies as set forth in this Agreement and that they~~ may be  
16 terminated from the program for the following reasons:

17 12.1 Failure to follow the program rules or agreements.

18 12.2 Involvement in illegal activities (e.g., use of alcohol or  
19 controlled substances, theft, assault, etc.).

20 12.3 Destruction of property.

21 12.4 Participation in high risk or unsafe behavior.

22 12.5 Continual misuse of allowance or personal money without signs of  
23 progress in depositing to savings.

24 12.6 Violation of visitation policy.

25 12.7 Making threats of any nature to staff or other YOUNG ADULTs in the  
26 program.

27 12.8 AWOL from the program.

28 12.9 Committing arson or any other violation of the law.

1 12.10 Administrative termination where YOUNG ADULT's services are  
2 suspended due to administrative action (i.e. court decision, etc.).

3 12.11 Lack of progress towards meeting TILP goals, with the concurrence  
4 of the TPSP Liaison or ASW.

5 12.12 The decision of the TPSP Liaison or ASW regarding termination of  
6 YOUNG ADULT from the program shall be binding on CONTRACTOR.

7 12.13 The above list is not all-inclusive. YOUNG ADULT may be  
8 terminated immediately from the program for any behavior or misconduct that  
9 jeopardizes the program and/or anyone's personal safety or success in the  
10 program, including his or her own and the personal safety of anyone on the  
11 campus.

12 12.14 Notwithstanding any other provision of this Agreement, COUNTY may,  
13 in its sole discretion, require the removal, with or without stating cause, of  
14 any YOUNG ADULT participating in THP+ at any time.

15 13. REPORTING REQUIREMENTS

16 13.1 Intake Summary:

17 13.1.1 CONTRACTOR shall prepare an Intake Summary on each YOUNG  
18 ADULT to be maintained in the YOUNG ADULT's case file. The Intake Summary  
19 shall include, but not be limited to, identification of YOUNG ADULT's  
20 strengths; medical and dental needs; psychological/psychiatric evaluations  
21 obtained; case staffing review summaries; education assessments; peer  
22 adjustment; relationship to staff; involvement in recreation programs;  
23 behavioral challenges; and involvement/relationship with parents, relatives,  
24 and significant others. The collected information shall be used to aid in  
25 proper resource referrals for YOUNG ADULT and provide data for ADMINISTRATOR  
26 and/or Probation Department.

27 13.1.2 The Intake Summary shall be completed by CONTRACTOR  
28 within thirty (30) days of YOUNG ADULT's start in the THP+ program at the

1 Tustin Family Campus.

2 13.2 Needs and Service Plan:

3 13.2.1 CONTRACTOR shall develop a Needs and Service Plan in  
4 partnership with all YOUNG ADULT's treatment providers, including the TPSP  
5 Liaison, ASW, Deputy Probation Officer (DPO) or Parole Agent.

6 13.2.1.1 The Needs and Service Plan for each YOUNG  
7 ADULT shall identify the participant's service requirements and services  
8 required to address the requirements.

9 13.2.1.2 The Needs and Service Plan shall be completed  
10 within thirty (30) calendar days of the YOUNG ADULT's start in the THP+  
11 program at the Tustin Family Campus.

12 13.3 Monthly Evaluation:

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

18 13.3.1 Progress of the seven (7) focus areas addressed in  
19 Subparagraph 14 of Exhibit A of this Agreement.

20 13.3.2 Progress toward accomplishing long-range goal(s), short-  
21 term objectives, and tasks.

22 13.3.3 Identification of YOUNG ADULT's unmet needs, assessment  
23 of unmet needs and efforts made to meet these needs.

24 13.3.4 Reassessment of YOUNG ADULT's adjustment to the THP+  
25 program.

26 13.3.5 Current status of YOUNG ADULT's physical and  
27 psychological health. A report of medical care received and medication given  
28 (prescribed and/or medication compliance as known to the staff).

1 13.3.6 Modification of YOUNG ADULT's TILP, as necessary.

2 13.3.7 A record of any serious behavioral problems and how these  
3 problems were/are being treated, as well as YOUNG ADULT's response(s).

4 13.3.8 A record of conferences and visits, the contacts with  
5 relatives and friends, and any significant others as it relates to permanency  
6 connections.

7 13.3.9 CONTRACTOR shall also make available to YOUNG ADULT's  
8 TPSP Liaison or ASW, copies of any pertinent information such as school  
9 reports, medical reports and psychological/psychiatric reports as completed.

10 13.4 Quarterly Performance Report:

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

15 13.5 Termination Summary:

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

23 13.6 Serious Illness, Accident/Injury, Hospitalization or Death:

24 13.6.1 CONTRACTOR shall immediately notify ADMINISTRATOR by  
25 telephone (voicemail is acceptable) upon becoming aware of any serious  
26 illness, accident/injury, hospitalization or death of any YOUNG ADULT in  
27 CONTRACTOR's care. This verbal report shall be followed by a written Special  
28 Incident Report form, provided by ADMINISTRATOR, within twenty-four (24) hours

1 after such serious illness, accident/injury, hospitalization or death.

2 13.6.2 The verbal and written report shall include, but not be  
3 limited to:

4 13.6.2.1 The name of YOUNG ADULT and date of birth;

5 13.6.2.2 The date, time, and location of serious illness,  
6 accident/injury, hospitalization or death;

7 13.6.2.3 The program under which YOUNG ADULT was receiving  
8 treatment; and

9 13.6.2.4 The name or names of each person involved (first  
10 and last name) with knowledge of the event and their role-relationship to  
11 client/family; and summary of the circumstances thereof.

12 13.6.2.5 CONTRACTOR shall comply with the "Special Incident  
13 Reporting Guidelines for Residential Facilities" developed by ADMINISTRATOR  
14 and the Probation Department, and ~~incorporated herein by~~ referenced in  
15 Subparagraph 13.8, as it currently exists or may hereafter be amended.

16 13.7 Absence:

17 13.7.1 CONTRACTOR shall consult the TPSP Liaison, ASW, DPO or  
18 Parole Agent if a YOUNG ADULTS whereabouts are unknown for longer than 24  
19 hours.

20 13.7.2 CONTRACTOR shall require YOUNG ADULTS to consult with  
21 CONTRACTOR if the YOUNG ADULT anticipates being absent from the program for  
22 longer than 24 hours.

23 13.7.3 CONTRACTOR shall immediately telephone and consult with  
24 the TPSP Liaison, ASW, DPO or Parole Agent upon learning of a YOUNG ADULT's  
25 plans to be absent for longer than 24 hours. The TPSP Liaison, ASW, DPO or  
26 Parole Agent will receive written notification from CONTRACTOR within twenty-  
27 four (24) hours thereafter.

28 ~~13.7.4 An "authorized absence" of twenty-four (24) hours or more~~

1 ~~is one upon which the YOUNG ADULT's TPSP Liaison, ASW, DPO, or Parole Agent~~  
2 ~~and CONTRACTOR have mutually agreed.~~

3 13.7.5 ~~In the case of any other absence, CONTRACTOR shall~~  
4 ~~immediately telephone TPSP Liaison, ASW, DPO or Parole Agent.~~

5 13.7.6 ~~If YOUNG ADULT returns voluntarily, CONTRACTOR shall~~  
6 ~~immediately notify the TPSP Liaison, ASW, DPO or Parole Agent.~~

7 13.7.7 If the YOUNG ADULT is absent for longer than 24 hours  
8 without consulting CONTRACTOR and the YOUNG ADULT later returns to the  
9 program, CONTRACTOR shall provide an evaluation for YOUNG ADULT emphasizing  
10 the significance of their absence following the YOUNG ADULT's return. All  
11 discussion resulting from the evaluation will be documented in the YOUNG  
12 ADULT's record.

13 13.7.8 CONTRACTOR shall maintain records of ~~authorized and~~  
14 ~~unauthorized~~ absences longer than 24 hours in YOUNG ADULT's record.

15 13.7.9 ~~CONTRACTOR shall immediately notify ADMINISTRATOR once~~  
16 ~~YOUNG ADULT has an unauthorized absence from the Transitional Residential Home~~  
17 ~~for more than twenty-four (24) hours.~~

18 13.8 Special Incidents:

19 13.8.1 CONTRACTOR shall immediately telephone TPSP Liaison and  
20 the TPSP Manager or designee, if any of the following occurs:

21 13.8.1.1 Any behavior or activities by any YOUNG ADULT  
22 which substantially disrupts activities within the Transitional Residential  
23 Home and/or TFC facility and jeopardizes the status, safety, and health of  
24 him/herself or other YOUNG ADULTS;

25 13.8.1.2 Any behavior or activities by staff while on  
26 duty which substantially disrupts activities within the Transitional  
27 Residential Home and jeopardizes the status, safety or health of YOUNG ADULTS;

28 13.8.1.3 Any other behavior or activity by YOUNG ADULT

1 or staff not listed above, which is required to be reported to COUNTY.

2 13.8.1.4 This verbal report shall be followed by the  
3 submission of a Special Incident Report as described in Subparagraph 13.6  
4 above, via facsimile, to TPSP Liaison, and within two (2) calendar days of the  
5 incident, via the Children Family Services Special Incident Report Fax line at  
6 (714) 940-3961 and Probation Department fax (714) 935-7725.

7 13.9 Resident Population:

8 ~~CONTRACTOR shall:~~

9 13.9.1 ~~CONTRACTOR shall report~~ Report statistical data regarding  
10 its resident population as requested by ADMINISTRATOR.

11 13.9.2 ~~CONTRACTOR shall provide~~ Provide information deemed  
12 necessary by ADMINISTRATOR to complete any State-required reports related to  
13 the services provided under this Agreement.

14 13.9.3 ~~CONTRACTOR shall maintain~~ Maintain records and submit  
15 reports containing such data and information regarding the performance of  
16 CONTRACTOR's services, costs or other data relating to this Agreement as may  
17 be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR.

18 14. ASSESSMENT/OUTCOME AND EVALUATION

19 14.1 Upon acceptance into THP+, ~~CONTRACTOR shall ensure that~~ each YOUNG  
20 ADULT ~~shall be~~ is evaluated using an assessment tool as prescribed by the TPSP  
21 Liaison.

22 14.2 CONTRACTOR shall track and evaluate YOUNG ADULT's progress on a  
23 monthly basis measuring the following seven (7) key focus areas as outcomes to  
24 determine individual program effectiveness using the Efforts to Outcomes (ETO)  
25 database.

26 14.3 ADMINISTRATOR will provide CONTRACTOR with initial training in the  
27 use of ETO as necessary to comply with the requirements of this Agreement.  
28 The ETO categories related to the initial training shall include, but not be

1 limited to the following:

- 2 14.3.1 K-12 Education;
- 3 14.3.2 Post Secondary Education and Training;
- 4 14.3.3 Housing;
- 5 14.3.4 Employment and Career Development;
- 6 14.3.5 Financial Literacy and Competency;
- 7 14.3.6 Personal/Social Asset Development; and
- 8 14.3.7 Young Adult and Family Permanence.

9 14.4 CONTRACTOR shall track and evaluate the success of YOUNG ADULTS  
 10 every six (6) months for two (2) years post-completion of the program using  
 11 the Ansell-Casey Life Skills Assessments or the Child Welfare League Positive  
 12 Youth Development evaluation by asking YOUNG ADULTS to answer questions  
 13 regarding the seven (7) key focus listed in Subparagraph 14.3 of this Exhibit  
 14 A.

15 14.5 CONTRACTOR shall offer incentives to YOUNG ADULTS to participate  
 16 in the post-evaluation. Incentives shall be mutually determined by CONTRACTOR  
 17 and ADMINISTRATOR or Probation Department.

18 15. GOALS, STRATEGIES AND OUTCOMES

19 15.1 CONTRACTOR shall the support the The goals of THP+, which is to  
 20 assist YOUNG ADULTS in developing skills, setting goals, and achieving  
 21 outcomes that will enable them in becoming self-sufficient adults; and to  
 22 assist YOUNG ADULTS in obtaining housing that will integrate them into the  
 23 community.

24 15.2 CONTRACTOR shall implement the The strategies of THP+, which will  
 25 includes developing appropriate services, resources and a supportive  
 26 environment; engaging YOUNG ADULTS in job development/training, education,  
 27 personal permanency, and financial awareness; and developing appropriate  
 28 opportunities to learn and build the structure required to live independently.

1           15.3 CONTRACTOR shall achieve the following outcomes during the term of  
2 this Agreement:

3           15.3.1 Eighty percent (80%) of YOUNG ADULTS will attend  
4 vocational assessment and job readiness training.

5           15.3.2 Eighty percent (80%) of YOUNG ADULTS will attain the  
6 educational goals outlined in their TILP as established upon entering the  
7 program.

8           15.3.3 Fifty percent (50%) of YOUNG ADULTS will obtain and  
9 retain employment for a minimum of ~~ninety thirty~~ (90 ~~30~~) days.

10          15.3.4 Eighty percent (80%) of YOUNG ADULTS will establish a  
11 permanent personal connection (i.e., family, non-related friend, mentor).

12          15.3.5 Eighty-five percent (85%) of YOUNG ADULTS will have  
13 developed and put into a savings account ~~fifteen twenty-five~~ percent (15%) of  
14 their income on an ongoing basis.

15          15.4 ADMINISTRATOR may, in its sole discretion, require changes to the  
16 goals stated in Subparagraph 15.3 above, in accordance with any changes in law  
17 and/or State policy or regulation.

18    16.    CASE RECORDS

19          16.1 CONTRACTOR shall maintain physical case records (hard copies) for  
20 each YOUNG ADULT. The content of the physical case records must be in a  
21 format approved by ADMINISTRATOR and shall contain any documentation not  
22 included in the ETO internet-based information system.

23          16.2 Information in case records shall be treated as confidential by  
24 ~~CONTRACTOR~~ and released only to ADMINISTRATOR as required, or to others upon  
25 approval of ADMINISTRATOR.

26          16.3 Items in the physical case records may include, but are not  
27 limited to, the following:

28           16.3.1 The TILP and THP+ Plan and amendments.

- 1                   16.3.2 Placement agreement.
- 2                   16.3.3 Intake Summary.
- 3                   16.3.4 Needs and Services Plan and updates.
- 4                   16.3.5 Social history report.
- 5                   16.3.6 Documentation of all services provided, including
- 6 contacts with and on behalf of YOUNG ADULT and general observations.
- 7                   16.3.7 Documentation of community organizations working with the
- 8 YOUNG ADULT.
- 9                   16.3.8 Child care arrangements/documentation.
- 10                  16.3.9 Documentation/justification for supportive services.
- 11                  16.3.10 Documentation of hours of participation.
- 12                  16.3.11 Documentation regarding any cooperation issues and cause
- 13 determinations.
- 14                  16.3.12 Attendance and progress reports.
- 15                  16.3.13 Family connections.
- 16                  16.3.14 Employment information and employment retention tracking.
- 17                  16.3.15 Documentation of changes in earnings.
- 18                  16.3.16 Standard release forms as needed for collateral contacts.
- 19                  16.3.17 Documentation of language needs and how they were
- 20 resolved, as applicable.
- 21                  16.3.18 Copies of rights and responsibilities and other forms and
- 22 documents required in program procedures.
- 23                  16.3.19 Medical verifications, as applicable.
- 24                  16.3.20 Monthly Evaluations.
- 25                  16.3.21 Quarterly Performance report.
- 26                  16.3.22 YOUNG ADULT's financial information, including revenues
- 27 and disbursements for clothing and material provided by COUNTY and signed for
- 28 by YOUNG ADULT; wages and other incomes; and allowances received by and signed

1 for by YOUNG ADULT.

2 16.3.23 Diagnostic studies.

3 16.3.24 Report of interviews with YOUNG ADULT.

4 16.3.25 Progress notes, school performance and employment  
5 attainment and progress.

6 16.3.26 County Special Incident Reports.

7 16.3.27 Clinical notes on services provided by treatment  
8 professionals.

9 16.3.28 Medical/dental records of visits/treatment.

10 16.4 Upon termination of YOUNG ADULT's participation, CONTRACTOR shall  
11 return all original records furnished by COUNTY to TPSP Liaison, ASW, or DPO,  
12 upon request, within thirty (30) days after YOUNG ADULT's termination.

13 17. REMOVAL OF YOUNG ADULT

14 17.1 Except in an emergency as defined in Subparagraph 8.6 of Exhibit A  
15 of this Agreement, no YOUNG ADULT shall be removed from the Transitional  
16 Residential Home by CONTRACTOR without prior authorization from YOUNG ADULT's  
17 TPSP Liaison or ASW.

18 18. CASE NARRATIVES

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

24 18.1 Date referral is received, assessment of service needs, actions  
25 taken, and status of referrals;

26 18.2 Overall plan for YOUNG ADULT, outcomes, and follow-up dates  
27 arranged during contact;

28 18.3 Weekly participation hours;

18.4 Complete and accurate descriptions of the case activity;

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

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

19. BUDGET

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

LINE ITEMS

Administrative Cost <sup>(1)</sup>	\$2,320.00
Service Costs <sup>(2)</sup>	\$ 728.00
Housing Expenses <sup>(3)</sup>	\$ 600.00
Monthly Allowance for Household Items <sup>(4)</sup>	<u>\$ 50.00</u>
Maximum Monthly Obligation per Young Adult	\$3,698.00

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

<sup>(2)</sup>Service Costs to include direct services staffs' salaries and benefits.

<sup>(3)</sup>Housing Expenses to include rent and utilities.

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

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

20. MEDICAL COSTS

20.1 CONTRACTOR shall coordinate each YOUNG ADULT's Medi-Cal eligibility. In absence of Medi-Cal, CONTRACTOR shall coordinate with

1 community resources for alternate free treatment (i.e., HCA/Medical Services  
2 for the Indigent ~~(MSI)~~ or free clinics).

3 20.1.1 It is anticipated that any medical costs for YOUNG ADULTS  
4 under twenty-one (21) years of age shall be paid by the State Medi-Cal program  
5 during such periods as YOUNG ADULT is eligible for health care services under  
6 that program.

7 20.1.2 If YOUNG ADULT under the age of twenty-one (21), is  
8 ineligible for Medi-Cal services, CONTRACTOR shall notify TPSP Liaison, ASW,  
9 or DPO and specify the medical treatment needed and approximate cost.

## 10 21. MEETINGS

11 CONTRACTOR shall attend the following meetings scheduled by  
12 ADMINISTRATOR:

### 13 21.1 Case Review Conferences:

14 21.1.1 CONTRACTOR shall conduct a monthly Case Review Conference  
15 to present and review the progress of participating YOUNG ADULTS and services  
16 provided to YOUNG ADULTS with CONTRACTOR's direct service staff, TPSP Liaison,  
17 ASW and supervisors and/or ADMINISTRATOR. Topics to be discussed may include  
18 but are not limited to, YOUNG ADULTS' dynamics, case challenges, successful  
19 strategies for service delivery, resources utilized, and outcomes.

20 21.1.2 CONTRACTOR agrees that all CONTRACTOR's direct staff  
21 shall attend these meetings. ADMINISTRATOR may attend CONTRACTOR's Case  
22 Review Conference meetings on a quarterly basis, with CONTRACTOR's staff, to  
23 provide consultation and assistance in monitoring and determining the focus of  
24 the programmatic services provided under this Agreement.

25 21.2 CONTRACTOR shall attend initial training conducted by COUNTY staff  
26 with respect to CFS regulations and COUNTY policies and procedures. CONTRACTOR  
27 shall be required to attend any additional training(s) that COUNTY determines  
28 to be mandatory. CONTRACTOR shall conduct subsequent training(s) for its

1 staff.

2 22. FACILITIES

3 ~~CONTRACTOR shall:~~

4 22.1 ~~CONTRACTOR shall provide~~ Provide transitional residential services  
5 and accommodations for staff at:

6 Tustin Family Campus

7 22.2 Ensure that the ~~The~~ Transitional Residential Home living units  
8 shall remain locked; ~~however,~~ and that YOUNG ADULTS will be issued key cards  
9 so that they may enter or leave at any time.

10 22.3 ~~CONTRACTOR shall maintain~~ Maintain the Transitional Residential  
11 Home in a manner which shall ensure the well-being, protection, health,  
12 safety, and comfort of each YOUNG ADULT. Each YOUNG ADULT shall be afforded a  
13 reasonable degree of privacy.

14 23. HANDLING COMPLAINTS

15 23.1 CONTRACTOR shall develop, operate, and maintain procedures for  
16 receiving, investigating and responding to provider and participant  
17 complaints, including Civil Rights complaints, requests for COUNTY reviews,  
18 negative comments and other complaints relating to the TFC.

19 23.2 CONTRACTOR shall maintain a log for identification and response to  
20 participants' complaints. When complaints cannot be resolved informally, a  
21 system of follow-through shall be instituted which adheres to formal plans for  
22 specific actions and strict time deadlines. Responses to complaints shall  
23 occur within two (2) business days.

24 23.3 For Civil Rights complaints, refer to Subparagraph 10.6.2 of this  
25 Agreement.

26 23.4 CONTRACTOR shall identify issues with potential legal  
27 implications, and review any such cases with designated COUNTY staff prior to  
28 responding to the complaints.

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

24. OUTSIDE CONTACTS

CONTRACTOR shall:

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

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

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

25. QUALITY CONTROL

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

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

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

1           25.3 The method for identifying and preventing deficiencies in the  
2 quality of service as defined by COUNTY policy;

3           25.4 The method for providing COUNTY with a copy of CONTRACTOR's case  
4 reviews, a clear description of, and corrective action taken, to resolve  
5 identified problems;

6           25.5 Items/areas to be inspected on either a scheduled or unscheduled  
7 basis, how often inspections will be accomplished, and the title of the  
8 individual(s) who will perform the inspections;

9           25.6 Specific methods for identifying and preventing deficiencies in  
10 the quality of service performed, before the level of performance becomes  
11 unacceptable,

12           25.7 Maintenance of a file of all inspections conducted by CONTRACTOR  
13 and, if necessary, the corrective action taken; and

14           25.8 Method for continuing services in the event of a strike by the  
15 CONTRACTOR's employees or a natural disaster.

16 26. BUSINESS CONTINUITY PLAN

17           26.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)  
18 that identifies how CONTRACTOR will continue to provide services after a  
19 business interruption, including, but not limited to, a strike by CONTRACTOR's  
20 employees or a natural disaster. The BCP will include a Disaster Preparedness  
21 and Response Plan and will be submitted to COUNTY within thirty (30) days of  
22 the commencement of this Agreement. The BCP shall be reviewed, updated, and  
23 resubmitted to COUNTY as changes occur.

24           26.2 The Disaster Preparedness and Response Plan shall include, but not  
25 be limited to, the following:

26           26.2.1 Evacuation protocols and procedures that include  
27 CONTRACTOR's responsibility for the safety, relocation, and tracking of all  
28 participants in its care during any disaster event.

1           26.2.2 Notification to be made to ADMINISTRATOR with regard to  
2 participants' welfare, including the provision of on-site emergency contact  
3 information.

4           26.2.3 Provisions for maintaining court ordered services during  
5 a disaster.

6           26.2.4 Protection and recovery of participants' records.

7           26.2.5 Provision of crisis-response services to participants  
8 such as crisis counseling, medical needs, both through the provision of  
9 prescribed medications, or through the provision of emergency medical  
10 services.

11          26.2.6 Disaster response training for staff.

12          26.2.7 Maintenance and review of plan at regular intervals.

13   27.   CONTRACTOR PERFORMANCE MONITORING

14          27.1 The CONTRACTOR's performance will be monitored and reviewed by  
15 ADMINISTRATOR who will conduct reviews as part of an ongoing evaluation of the  
16 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in  
17 providing the information necessary for performance monitoring.

18          27.2 ADMINISTRATOR may use a variety of inspection methods to evaluate  
19 CONTRACTOR's performance, including, but not be limited to, the following:

20           27.2.1 ADMINISTRATOR will inspect CONTRACTOR's cases and  
21 applicable data reports to ensure compliance with the outcome objectives;

22           27.2.2 Random sampling of program activities including a review  
23 of case files each month.

24           27.2.3 Activity checklists and random observations.

25           27.2.4 Inspection of output items on a periodic basis as deemed  
26 necessary.

27           27.2.5 COUNTY computer data system reports.

28           27.2.6 Participant complaints and/or participant questionnaires.

1                   27.2.7 Service provider complaints or reports.

2                   27.3 When it is determined that services were not performed in  
3 accordance with this Agreement and/or COUNTY policies during the review  
4 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall,  
5 within the time period specified in any such corrective action plan, remedy  
6 the performance defects.

7                   27.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the  
8 information necessary for performance monitoring, and with authorized State or  
9 Federal representatives who may audit program services.

10                  27.5 Performance evaluation meetings will be conducted as deemed  
11 necessary by ADMINISTRATOR.

12                  28.    STAFF

13                  28.1 CONTRACTOR shall ensure that all ~~AT~~ direct service positions are  
14 required to have the ability to speak, read and write in English, and in the  
15 specified language, (i.e. Spanish or Vietnamese) in which services are to be  
16 delivered. At a minimum, CONTRACTOR shall provide translation services for  
17 all languages as needed to ensure all participants are provided services in  
18 the language they speak. Additionally, all direct services staff shall have  
19 the ability to prepare clear, complete and concise reports in English.

20                  28.2 CONTRACTOR's direct service staff shall not live on the site, but  
21 will use the office space that is available.

22                  28.3 CONTRACTOR's staff shall respect the culture of each YOUNG ADULT  
23 served and provide culturally responsive direct service employees, as  
24 described in Subparagraph 3.4 of this Agreement.

25                  28.4 Case Manager staff shall be available on a twenty-four (24) hours  
26 basis for crisis intervention and support, which shall include providing each  
27 YOUNG ADULT with a twenty-four (24) hour emergency telephone number to assist  
28 the YOUNG ADULT in living independently.

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

6 28.6 CONTRACTOR shall provide ongoing staff training and assistance to  
7 its staff to ensure that all assignments are effectively handled.

8 28.7 CONTRACTOR shall provide staff training in understanding cultural  
9 differences among YOUNG ADULTS to ensure that staff recognize and effectively  
10 intervenes to overcome any language and/or cultural barriers to employment  
11 that may be evident.

12 28.8 CONTRACTOR shall provide a training program designed to educate  
13 employees who work directly with YOUNG ADULTS about the characteristics of  
14 THP+ participants. The training shall be designed to ensure that these  
15 employees are able to adequately supervise support and counsel YOUNG ADULTS  
16 and provide them with ILS training.

17 28.9 CONTRACTOR shall employ staff that serve as role models and  
18 support to YOUNG ADULTS.

19 28.10 CONTRACTOR shall maintain a log of in-house training activities  
20 and participants. This log shall be made available to the ADMINISTRATOR upon  
21 request.

22 CONTRACTOR shall provide the following described Full Time Equivalent  
23 (FTE) staff positions:

24 28.11 One (1) FTE Program Supervisor

25 Duties:

26 28.11.1 Recruit, hire and train staff.

27 28.11.2 Conduct interview and screening of referred YOUNG ADULT.

28 28.11.3 Provide weekly and monthly supervision,

1 28.11.4 Conduct ongoing staff evaluations.

2 28.11.5 Submit all reports as requested by ADMINISTRATOR.

3 28.11.6 Be on-call twenty-four (24) hours a day.

4 28.11.7 Maintain collaborative relationships with outside partner  
5 agencies, County staff, and TFC contracted service providers.

6 Qualifications:

7 28.11.8 Bachelor's degree in social work, psychology, counseling  
8 or related field; and one (1) to two (2) years of progressively responsible  
9 social work casework experience in a public or private organization.

10 28.11.9 Must be at least twenty-one (21) years of age.

11 28.11.10 Must possess a valid California driver's license with  
12 proof of insurance.

13 28.11.11 Must possess a basic understanding of adolescent and  
14 child abuse issues, and experience in assigning and monitoring of other's  
15 work.

16 28.12 Seven (7) FTE Case Managers:

17 The Case Manager staff shall be scheduled to provide awake  
18 supervision 24 hours per day, seven days per week. The work shifts shall be  
19 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.

20 Duties:

21 28.12.1 Participate in program development.

22 28.12.2 Facilitate application and intake process.

23 28.12.3 Assist YOUNG ADULTS through the move-in and orientation  
24 process.

25 28.12.4 Attend weekly THP+ staff meeting and community building  
26 THP+ participant meetings.

27 28.12.5 Facilitate monthly support group meetings.

28 28.12.6 Implement YOUNG ADULTS treatment plans as devised by the

1 team.

2 28.12.7 Support each YOUNG ADULT in developing and meeting the  
3 TILP goals.

4 28.12.8 Coordinate the transportation of each YOUNG ADULT to  
5 medical appointments and any emergencies as needed.

6 28.12.9 Maintain accurate records and reports on a daily basis  
7 (i.e., intake information, personal logs, treatment notes, staff communication  
8 log, termination assessment, incident and runaway reports, behavioral health  
9 contacts).

10 28.12.10 Match YOUNG ADULT with a mentor when appropriate.

11 28.12.11 Supervise mentors.

12 28.12.12 Coordinate medical and dental needs of YOUNG ADULT.

13 28.12.13 Be on-call twenty-four (24) hours a day.

14 28.12.14 Coordinate after-care support for YOUNG ADULTs.

15 28.12.15 Maintain frequent and consistent contact with  
16 representatives of all involved agencies.

17 Qualifications:

18 28.12.16 Bachelor's degree in social work, psychology, human  
19 services or related field with one (1) to two (2) years' experience in working  
20 in a human services field.

21 28.12.17 Must be at least twenty-one (21) years of age.

22 28.12.18 Must possess a valid California driver's license with  
23 proof of insurance.

24 28.12.19 Must possess a basic understanding of adolescent and  
25 child abuse issues.

26 28.13 One-half (.50) FTE Administrative Assistant

27 Duties:

28 28.13.1 Answer phones.

28.13.2 Maintain office equipment.

28.13.3 Stock office supplies.

28.13.4 Assist staff as needed.

Qualifications:

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

28.14 ~~One (1)~~ One-half (.50) FTE Education Specialist

Duties:

28.14.1 Meet with all YOUNG ADULTs who need educational guidance.

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

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

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

28.14.5 Organize school tours and interviews.

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

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

Qualifications:

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

28.14.9 Must be at least twenty-one (21) years of age.

28.14.10 Must possess a valid California driver's license with

1 proof of insurance.

2 28.14.11 Must possess a basic understanding of adolescent and  
3 child abuse issues.

4 28.15 ~~One (1)~~ One-half (.50) FTE Employment Specialist

5 Duties:

6 28.15.1 Assist YOUNG ADULTs with job readiness training and  
7 support including linkages to Workforce Investment Act partners, One-Stop  
8 Centers, mentor programs, and other appropriate employment resources.

9 28.15.2 Assist YOUNG ADULTs in obtaining employment and build  
10 their employment skills in order to retain their jobs.

11 28.15.3 Coach YOUNG ADULTs on job applications, resume, and  
12 interviewing skills.

13 28.15.4 Identify any barriers to employment and evaluate the need  
14 for referrals to other service providers in the community.

15 28.15.5 Monitor progress and maintain accurate records and  
16 reports as needed (i.e., training sessions, interviews, hours worked, etc.)

17 Qualifications:

18 28.15.6 Bachelor's degree in social work, psychology, human  
19 services or related field with one (1) to two (2) years' experience in working  
20 in a human services field.

21 28.15.7 Must be at least twenty-one (21) years of age.

22 28.15.8 Must possess a valid California driver's license with  
23 proof of insurance.

24 28.15.9 Must possess a basic understanding of adolescent and  
25 child abuse issues.

26 28.16 One-fourth (.25) FTE Bookkeeper/Accounting Clerk

27 Duties:

28 28.16.1 Prepare accounting summaries of contract expenditures at

1 month-end.

2 28.16.2 Prepare bi-weekly payroll from approved time sheets to  
3 payroll supervisor.

4 28.16.3 Obtain contract billing information from Program  
5 Supervisor and prepare monthly claims for reimbursement from COUNTY.

6 28.16.4 Prepare accounts receivables for Chief Accountant.

7 28.16.5 Prepare the payable checks from approved invoices and  
8 present for signature.

9 28.16.6 Prepare signed checks for mailing to vendors.

10 28.16.7 Prepare other bookkeeping functions as directed by Chief  
11 Accountant.

12 Qualifications:

13 28.16.8 Minimum two (2) years of computer experience including  
14 payroll, accounts payable, and general ledger.

15 28.16.9 Ability to operate ten key calculator by touch.

16 28.16.10 Must be proficient in Microsoft Office, Excel and Word  
17 software.

18 28.16.11 Must have a minimum six (6) units of general bookkeeping  
19 or related field.

20 28.17 Adult Mentor (Volunteer)

21 Duties:

22 28.17.1 Participate in a volunteer training and pass background  
23 check through a criminal clearance, child abuse index check, Department of  
24 Motor Vehicles clearance, and must provide two (2) references prior to having  
25 any contact with YOUNG ADULT.

26 28.17.2 Assist YOUNG ADULT with building community relationships.

27 Qualifications:

28 28.17.3 Minimum one (1) year experience in working with at-risk

1 transitional aged youth.

2 28.17.4 Must attend mentor orientation for the rules and  
3 regulations of the Transitional Residential Home Services program and for an  
4 understanding of the mentor and YOUNG ADULT relationship and YOUNG ADULT's  
5 background.

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