

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND  
5 <PROVIDER>

6 FOR THE PROVISION OF TRANSITIONAL HOUSING PROGRAM-PLUS AND  
7 TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR NON-MINOR DEPENDENTS  
8 REMOTE SITES  
9

10 This AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_ 20\_\_, which date is particularized  
11 for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred  
12 to as “COUNTY,” and \_\_\_\_\_, hereinafter referred to as “CONTRACTOR.” This  
13 Agreement shall be administered by the County of Orange Social Services Agency (SSA) Director  
14 or designee, hereinafter referred to as “ADMINISTRATOR.”  
15

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

17 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of the  
18 Transitional Housing Program-Plus and Transitional Housing Placement Program for Non-Minor  
19 Dependents program; and

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

22 WHEREAS, such services are authorized and provided for pursuant to for pursuant to  
23 Health and Safety Code (HSC) Sections 1559.110 to 1559.115, and Welfare and Institutions Code  
24 (WIC) Sections 11403, and 16522.1;

25 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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27 ///  
28 ///

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1. TERM

2 The term of this Agreement shall commence on \_\_\_, 20\_\_\_, and terminate on June 30, 2021,  
3 unless earlier terminated pursuant to the provisions of Paragraph 40 of this Agreement; however,  
4 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this  
5 term, including, but not limited to, obligations with respect to indemnification, audits, reporting,  
6 and accounting.

2. ALTERATION OF TERMS

8 2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by  
9 reference, fully expresses all understandings of the parties and is the total Agreement between the  
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this  
11 Agreement, whether written or verbal, are valid or binding unless made in the form of a written  
12 amendment to this Agreement which is formally approved and executed by both parties.

13 2.2 The various headings, numbers, and organization herein are for the purpose of  
14 convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

16 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent  
17 contractor, and shall be wholly responsible for the manner in which it performs the services  
18 required of it by the terms of this Agreement. Nothing herein contained shall be construed as  
19 creating the relationship of employer and employee, or principal and agent, between COUNTY  
20 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes  
21 exclusively the responsibility for the acts of its employees or agents as they relate to services to be  
22 provided during the course and scope of their employment.

23 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or  
24 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY  
25 employees.

4. DESCRIPTION OF SERVICES

27 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and  
28 supplies, as described in the Exhibit A to the Agreement between County of Orange and

1 \_\_\_\_\_, for the Provision of the Transitional Housing Program-Plus (THP-Plus)  
2 and Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Services,  
3 attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously  
4 throughout the term of this Agreement with the number and type of staff described and as required  
5 for provision of services hereunder.

6 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
7 changes in staffing allocations to reflect current workload demands or service needs as long as  
8 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

9 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
10 staff to attend an orientation session and subsequent training sessions given by COUNTY.

## 11 5. LICENSES AND STANDARDS

12 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 25 of  
13 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
14 necessary licenses and permits required by the laws of the United States, State of California  
15 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
16 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
17 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
18 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
19 such laws and licensure requirements, including, without limitation, compliance with laws  
20 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
21 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
22 becoming expired, inactive, etc.).

23 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all  
24 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
25 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
26 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title  
27 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of  
28 California, County of Orange, and County of Orange Social Services Agency, and all

1 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist  
2 or be hereafter amended.

3 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
4 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
5 federal financial assistance programs and/or activities.

6 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

7 6.1 Delegation and Assignment

8 6.1.1 In the performance of this Agreement, CONTRACTOR may neither  
9 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
10 written consent of COUNTY. Any attempted delegation or assignment without prior written  
11 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
12 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
13 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
14 benefits under the terms of this Agreement requiring COUNTY approval.

15 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in  
16 the event COUNTY determines that the assignee is not qualified or otherwise acceptable to  
17 COUNTY for the provision of services under the Agreement.

18 6.2 Change of Ownership

19 CONTRACTOR agrees that if there is a change or transfer in ownership of  
20 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an  
21 assignment of the Agreement, the new owners shall be required, under the terms of sale or other  
22 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this  
23 Agreement and complete them to the satisfaction of COUNTY.

24 7. SUBCONTRACTS

25 7.1 CONTRACTOR shall not subcontract for services under this Agreement without  
26 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
27 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
28 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be

1 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
2 ADMINISTRATOR may require.

3 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

4 8.1 Form of Business Organization

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

8 8.1.1 The form of CONTRACTOR's business organization, i.e.,  
9 proprietorship, partnership, corporation, etc.

10 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by  
11 way of ownership or otherwise, to any parent organization or individual.

12 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to  
13 any subsidiary business organization or to any individual who may be providing services, supplies,  
14 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR  
15 under this Agreement.

16 8.2 Change in Form of Business Organization

17 If, during the term of this Agreement, the form of CONTRACTOR's business  
18 organization changes, or the ownership of CONTRACTOR changes, or when changes occur  
19 between CONTRACTOR and other businesses that could impact services provided through this  
20 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such  
21 changes. A change in the form of business organization may, at COUNTY's sole discretion, be  
22 treated as an attempted assignment of rights or delegation of duties of this Agreement.

23 8.3 Name Change

24 CONTRACTOR must notify COUNTY, in writing, of any change in  
25 CONTRACTOR's status with respect to name changes that do not require an assignment of the  
26 Agreement. While CONTRACTOR is required to provide name change information without  
27 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its  
28 status upon request by COUNTY.

1           9.     NON-DISCRIMINATION

2           9.1     In the performance of this Agreement, CONTRACTOR agrees that it shall not  
3 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
4 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
5 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
6 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
7 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
8 status, or any other protected group, in accordance with the requirements of all applicable federal  
9 or State laws.

10          9.2     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 Paragraph  
13 10 et seq.

14          9.3     Non-Discrimination in Employment

15          9.3.1     CONTRACTOR shall comply with Executive Order 11246, entitled  
16 “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented  
17 in Department of Labor regulations (Title 41 CFR Part 60).

18          9.3.2     All solicitations or advertisements for employees placed by or on behalf  
19 of CONTRACTOR shall state that all qualified applicants will receive consideration for  
20 employment without regard to race, religious creed, color, national origin, ancestry, physical  
21 disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
22 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other  
23 protected group, in accordance with the requirements of all applicable federal or State laws.  
24 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous  
25 place for employees and job applicants.

26          9.3.3     CONTRACTOR shall refer any and all employees desirous of filing a  
27 formal discrimination complaint to:

28                                 California Department of Fair Employment



1 2218 Kausen Drive, Suite 100

2 Elk Grove, CA 95758

3 Telephone: (800) 884-1684

4 (800) 700-2320 (TTY)

5 9.4 Non-Discrimination in Service Delivery

6 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights  
7 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age  
8 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
9 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as  
10 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
11 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
12 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
13 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the  
14 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State  
15 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title  
16 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
17 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
18 amended. CONTRACTOR shall not implement any administrative methods or procedures which  
19 would have a discriminatory effect or which would violate the California Department of Social  
20 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
21 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other  
22 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any  
23 other laws, or the issue may be referred to the appropriate federal agency for further compliance  
24 action and enforcement of Subparagraph 9.4 et seq.

25 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a  
26 formal complaint any and all information as appropriate:

27 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"  
28 (PUB 13)

1 9.4.2.2 Discrimination Complaint Form

2 9.4.2.3 Civil Rights Contacts:

3 County Civil Rights Contact:

4 Orange County Social Services Agency

5 Program Integrity

6 Attn: Civil Rights Coordinator

7 P.O. Box 22001

8 Santa Ana, CA 92702-2001

9 Telephone: (714) 438-8877

10 State Civil Rights Contact:

11 California Department of Social Services

12 Civil Rights Bureau

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

14 Sacramento, CA 94244-2430

15 Federal Civil Rights Contact:

16 U.S. Department of Health and Human Services

17 Office of Civil Rights

18 50 U.N. Plaza, Room 322

19 San Francisco, CA 94102

20 9.4.3 The following websites provide Civil Rights information, publications  
21 and/or forms:

22 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>  
23 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

24 9.4.3.2 [http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-](http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program)  
25 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*  
26 *Programs*)

27 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>  
28 (*SSA Contractor and Vendor Compliance page*)

10. NOTICES

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

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

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature,

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

7 13. INSURANCE

8 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
9 purchase all required insurance at CONTRACTOR's expense, including all endorsements required  
10 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been  
11 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance  
12 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.  
13 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
14 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
15 CONTRACTOR.

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

26 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
27 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
28 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon

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

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

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

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

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

17 13.5 Qualified Insurer

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

23 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
24 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
25 the company's performance and financial ratings.

26 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide  
27 the minimum limits and coverage as set forth below:

28 ///

CoverageMinimum Limits

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.8 Required Coverage Forms

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

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

13.9 Required Endorsements

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

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

13.9.1.2 A primary non-contributing endorsement using ISO form CG 20

1 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and  
2 any insurance or self-insurance maintained by the County of Orange shall be excess and non-  
3 contributing.

4 13.9.2 The Network Security and Privacy Liability policy shall contain the  
5 following endorsements which shall accompany the Certificate of Insurance.

6 13.9.2.1 An Additional Insured endorsement naming the County of  
7 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
8 for its vicarious liability.

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

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

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

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

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

28 13.14 The Commercial General Liability policy shall contain a severability of interests

1 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

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

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

11 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
12 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
13 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
14 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
15 COUNTY shall be entitled to all legal remedies.

16 13.19 The procuring of such required policy or policies of insurance shall not be construed  
17 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and  
18 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
19 available from the insurer.

20 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

23 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
24 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance  
25 under this Agreement. While CONTRACTOR is required to provide this information without  
26 prompting from COUNTY, any time there is a change to CONTRACTOR’s litigation status,  
27 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

28 14.2 Any accident or incident relating to services performed under this Agreement that



1 involves injury or property damage which may result in the filing of a claim or lawsuit against  
2 CONTRACTOR and/or COUNTY.

3 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
4 relating to services performed by CONTRACTOR under this Agreement.

5 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

6 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
7 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
8 Agreement.

9 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
10 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
11 of service location or jurisdiction.

12 15. CONFLICT OF INTEREST

13 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions  
14 or conditions that could result in a conflict with COUNTY interests. In addition to the  
15 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
16 subcontractors associated with the provision of goods and services provided under this Agreement.  
17 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
18 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
19 entertainment, payments, loans, or other considerations which could be deemed to influence or  
20 appear to influence COUNTY staff or elected officers in the performance of their duties.

21 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
22 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
23 Agreement performance. While CONTRACTOR will be required to provide this information  
24 without prompting from COUNTY any time there is a change regarding conflict of interest,  
25 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

26 16. ANTI-PROSELYTISM PROVISION

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

1 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by  
2 law.

3 17. SUPPLANTING GOVERNMENT FUNDS

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

12 18. BREACH SANCTIONS

13 18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
14 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
15 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
16 available at law, in equity, or otherwise specified in this Agreement:

17 18.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
18 which period shall be established by ADMINISTRATOR; and/or

19 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the  
20 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later  
21 recovery; and/or

22 18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
23 COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

24 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
25 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

26 19. PAYMENTS

27 19.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR, monthly  
28 in arrears, pursuant to the authority of the State of California, the rate of reimbursement for the

1 services provided under this Agreement, as may be adopted by COUNTY and/or established by  
2 the State of California, and as stated in CDSS Manual of Policies and Procedures, Division 11,  
3 Chapter 11-425.1. Payments shall accrue from the date Program Participant is placed and  
4 terminate on the date Program Participant is discharged, terminated, runs away, or otherwise leaves  
5 the CONTRACTOR's facility. No payment shall accrue to CONTRACTOR if the Program  
6 Participant is placed in and removed from the facility and placed in another facility on the same  
7 day, e.g., the Program Participant must spend the night in the facility before payment shall accrue.

8 19.2 The daily rate shall be paid when an individual Program Participant occupies a bed  
9 for less than a full calendar month. The daily rate is calculated by multiplying the monthly rate  
10 times twelve (12) months and dividing by three hundred sixty-five (365) days. The monthly rate  
11 shall be paid when individual Program Participant occupies a bed for a full calendar month.

12 19.3 ADMINISTRATOR may change rates referenced in Subparagraph 19.1 when such  
13 changes are adopted by the COUNTY and/or pursuant to the authority of the State of California.  
14 COUNTY should release payment approximately twenty-eight (28) days after receipt of a  
15 correctly completed invoice from CONTRACTOR, including required supporting documentation.  
16 CONTRACTOR shall bill COUNTY as specified by ADMINISTRATOR. For purposes of  
17 payments pursuant to this Paragraph, CONTRACTOR shall be entitled to a full day of payment  
18 for any Program Participant at any time during the twenty-four (24) hour period of the date of  
19 move-in.

20 19.4 CONTRACTOR shall provide written notice to COUNTY immediately, upon  
21 receipt of a payment for a Program Participant which is inconsistent with the period of placement  
22 that results in an overpayment or underpayment. The overpayment or underpayment shall be  
23 identified by the Program Participant's name, case number and the amount of overpayment or  
24 underpayment.

## 25 20. OVERPAYMENTS

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

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

10 21. OUTSTANDING DEBT

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

14 22. MEDICAL COST

15 22.1 It is anticipated that any medical costs for Program Participants under twenty-six  
16 (26) years of age and/or in accordance with all applicable Federal and State laws, referred by  
17 COUNTY under this Agreement shall be paid by the State Medi-Cal program during such periods  
18 as Program Participant is eligible for health care services under that program.

19 22.2 If a Program Participant under the age of twenty-six (26) is ineligible for Medi-Cal  
20 services, CONTRACTOR shall notify Program Participant's County Social Worker (SW) or  
21 Deputy Probation Officer (PO) and specify the medical treatment needed and approximate cost.

22 22.3 CONTRACTOR shall assist each Program Participant with the coordination of  
23 Medi-Cal eligibility. In absence of Medi-Cal, CONTRACTOR shall assist each Program  
24 Participant with the coordination of community resources for alternate low-cost and/or free  
25 treatment (e.g., Medical Safety Net (MSN) or free community clinics).

26 23. FINAL REPORT

27 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within  
28 sixty (60) days after the termination of this Agreement, which shall summarize the activities and

1 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and  
2 ADMINISTRATOR may mutually agree to modify the date upon which the final report must be  
3 submitted. Any agreement must be in writing.

4 24. RECORDS, INSPECTIONS, AND AUDITS

5 24.1 Financial Records

6 24.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
7 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
8 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
9 State, and federal audits are completed, whichever is later.

10 24.1.2 CONTRACTOR shall establish and maintain reasonable accounting,  
11 internal control, and financial reporting standards in conformity with generally accepted  
12 accounting principles established by the American Institute of Certified Public Accountants and  
13 to the satisfaction of ADMINISTRATOR.

14 24.2 Client Records

15 24.2.1 CONTRACTOR shall prepare and maintain accurate and complete  
16 records of clients served and dates and type of services provided under the terms of this Agreement  
17 in a form acceptable to ADMINISTRATOR.

18 24.2.2 CONTRACTOR shall keep all COUNTY data provided to  
19 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the  
20 date of final payment under this Agreement, or until all pending COUNTY, State, and federal  
21 audits are completed, whichever is later. These records shall be stored in Orange County, unless  
22 CONTRACTOR requests and COUNTY provides written approval for the right to store the  
23 records in another county. Notwithstanding anything to the contrary, upon termination of this  
24 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY  
25 in accordance with Subparagraph 40.2.

26 24.2.3 COUNTY may refuse payment for a claim if client records are  
27 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined  
28 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment

1 as an overpayment within the provisions of this Agreement.

2 24.3 Public Records

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

6 24.4 Inspections and Audits

7 24.4.1 The U.S. Department of Health and Human Services, Comptroller  
8 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,  
9 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized  
10 representatives, shall have access to any books, documents, papers, and records, including medical  
11 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement.  
12 Further, all the above mentioned persons have the right at all reasonable times to inspect or  
13 otherwise evaluate the work performed or being performed under this Agreement and the premises  
14 in which it is being performed.

15 24.4.2 CONTRACTOR shall make its books and records available within the  
16 borders of Orange County within ten (10) days of receipt of written demand by  
17 ADMINISTRATOR.

18 24.4.3 In the event CONTRACTOR does not make available its books and  
19 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
20 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
21 obtain CONTRACTOR's books and records.

22 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
23 liability to the State or Federal Government or any agency thereof resulting from any  
24 disallowances or other audit exceptions to the extent that such liability is attributable to  
25 CONTRACTOR's failure to perform under this Agreement.

26 24.5 Evaluation Studies

27 CONTRACTOR shall participate, as requested by COUNTY, in research and/or  
28 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's

1 services or provide information about CONTRACTOR's project.

2 25. PERSONNEL DISCLOSURE

3 25.1 This Paragraph 25 applies to all of CONTRACTOR's personnel providing services  
4 through this Agreement, paid and unpaid, including those identified in Paragraph 27 of Exhibit A  
5 (hereinafter referred to as "Personnel").

6 25.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
7 Personnel providing services hereunder, including résumés and job applications. Changes to the  
8 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
9 and/or job application. The list shall include:

10 25.2.1 Names and dates of birth of all Personnel by title, whose direct services  
11 are required to provide the programs described herein;

12 25.2.2 A brief description of the functions of each position and the hours each  
13 person works each week, or for part-time Personnel, each day or month, as appropriate;

14 25.2.3 The professional degree, if applicable, and experience required for each  
15 position; and

16 25.2.4 The language skill, if applicable, for all Personnel.

17 25.3 Where authorized by law, and in a manner consistent with California Government  
18 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
19 information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
20 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
21 Personnel shall be cause for termination from the performance of services under this Agreement.

22 25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
23 a clearance on the following public websites of the names and dates of birth for all Personnel who  
24 will have direct, interactive contact with clients served through this Agreement: U.S. Department  
25 of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
26 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

27 25.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
28 a criminal record background check on all Personnel who will have direct, interactive contact with

1 clients served through this Agreement. Background checks conducted through the California  
2 Department of Justice shall include a check of the California Central Child Abuse Index, when  
3 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
4 performance of services under this Agreement.

5 25.6 CONTRACTOR shall ensure that clearances and background checks described in  
6 Subparagraphs 25.4 and 25.5 are completed prior to CONTRACTOR's Personnel providing  
7 services under this Agreement.

8 25.7 In the event a record is revealed through the processes described in Subparagraphs  
9 25.4 and 25.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
10 Personnel providing services through this Agreement.

11 25.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
12 provide services under this Agreement have satisfactory past work records and/or reference checks  
13 indicating their ability to perform the required duties and accept the kind of responsibility  
14 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
15 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
16 assigned to provide services under this Agreement, for a minimum of five (5) years from the date  
17 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits  
18 are completed, whichever is later, in compliance with all applicable laws.

19 25.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
20 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
21 Personnel performing services under this Agreement, when such information becomes known to  
22 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to  
23 provide services under this Agreement and shall provide notice of such determination to  
24 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
25 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 18 above.

26 25.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
27 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

28 25.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel



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

3 25.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
4 for cause from working on this Agreement.

5 25.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph  
6 25 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the  
7 terms and conditions of this Agreement.

8 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

23 27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 agents, subcontractors, and all other individuals performing services under this Agreement to sign  
2 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
3 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
4 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as  
5 they now exist or as they may hereafter be amended.

6 28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
7 LAW

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

12 29. CONFIDENTIALITY

13 29.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
14 WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other  
15 provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality,  
16 as each may now exist or be hereafter amended.

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

25 29.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
26 other individuals performing services under this Agreement of this provision and that any person  
27 violating the provisions of said California state law may be guilty of a crime.

28 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject

1 to the confidentiality requirements of this Agreement.

2 29.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect  
3 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
4 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
5 hereafter be amended.

6 29.5.1 No access, disclosure, or release of information regarding a child who  
7 is the subject of Juvenile Court proceedings shall be permitted except as authorized. If  
8 authorization is in doubt, no such information shall be released without the written approval of a  
9 Judge of the Juvenile Court.

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

14 30. SECURITY

15 30.1 Security Requirements

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

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

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

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

3                   30.1.1.4 Firewall protection.

4                   30.1.1.5 Use of encryption methods of electronic COUNTY data while  
5 in transit from CONTRACTOR networks to external networks, when applicable.

6                   30.1.1.6 Measures to securely store all COUNTY data, including, but not  
7 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
8 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
9 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
10 the term of this Agreement administrative, technical, and physical safeguards and controls  
11 consistent with State and federal security requirements.

12           30.2 Security Breach Notification

13                   30.2.1 CONTRACTOR shall have policies and procedures in place for the  
14 effective management of Security Breaches, as defined below. In the event of any actual,  
15 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
16 experiences or learns of that either compromises or could reasonably be expected to comprise  
17 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security  
18 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
19 notification, CONTRACTOR shall, at its own expense, immediately:

20                   30.2.1.1 Investigate to determine the nature and extent of the Security  
21 Breach.

22                   30.2.1.2 Contain the incident by taking necessary action, including, but  
23 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
24 security.

25                   30.2.1.3 Report to COUNTY the nature of the Security Breach, the  
26 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
27 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
28 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will

1 take to prevent future similar unauthorized use or disclosure.

2           30.2.2     The COUNTY, in its sole discretion and on a case-by-case basis, will  
3 determine what actions are necessary in response to the Security Breach and who will perform  
4 these actions. Actions may include, but are not limited to: notifications; investigation and  
5 remediation costs, including notification of all whose personal information was disclosed; outside  
6 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
7 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
8 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
9 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
10 required actions.

11 31.     COPYRIGHT ACCESS

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

15 32.     WAIVER

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

22 33.     SERVICES DURING EMERGENCY AND/OR DISASTER

23           33.1     CONTRACTOR acknowledges that service usage may surge during or after an  
24 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
25 urgent, usually unexpected occurrence or event requiring immediate action to protect the health  
26 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
27 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as  
28 described above may require resources or support beyond the local government's capability and

1 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
2 council, county board of supervisors, or state) and may be declared at the federal level by the  
3 President of the United States.

4 33.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
5 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY  
6 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may  
7 include, but are not limited to: providing services at different location(s), assigning staff to work  
8 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents  
9 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and  
10 prioritizing services for staff as requested by COUNTY.

11 33.3 CONTRACTOR shall service COUNTY during emergencies and/or declared  
12 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.  
13 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary  
14 expenditures provided during or after an emergency/disaster shall be calculated by the same rates  
15 that apply during non-emergency/disaster conditions.

16 34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

17 34.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
18 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
19 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
20 without COUNTY's prior written consent is expressly prohibited.

21 34.2 CONTRACTOR may develop and publish information related to this Agreement  
22 where all of the following conditions are satisfied:

23 34.2.1 ADMINISTRATOR provides its written approval of the content and  
24 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
25 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

26 34.2.2 Unless directed otherwise by ADMINISTRATOR, the information  
27 includes a statement that the program, wholly or in part, is funded through County, State, and  
28 Federal Government funds;

1                   34.2.3     The information does not give the appearance that the COUNTY, its  
2 officers, employees, or agencies endorse:

3                             34.2.3.1   Any commercial product or service; and

4                             34.2.3.2   Any product or service provided by CONTRACTOR, unless  
5 approved in writing by ADMINISTRATOR; and

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

13     35.    REPORTS

14                   35.1    CONTRACTOR shall provide information deemed necessary by  
15 ADMINISTRATOR to complete any State-required reports related to the services provided under  
16 this Agreement.

17                   35.2    CONTRACTOR shall maintain records and submit reports containing such data  
18 and information regarding the performance of CONTRACTOR’s services, costs, or other data  
19 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
20 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
21 written notice to CONTRACTOR.

22     36.    ENERGY EFFICIENCY STANDARDS

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

25     37.    ENVIRONMENTAL PROTECTION STANDARDS

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

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

3 37.1 No facility to be utilized in the performance of the proposed grant has been listed  
4 on the EPA List of Violating Facilities;

5 37.2 It will notify COUNTY prior to award of the receipt of any communication from  
6 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
7 grant is under consideration to be listed on the EPA List of Violating Facilities; and

8 37.3 It will notify COUNTY and EPA about any known violation of the above laws and  
9 regulations.

10 38. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
11 CERTAIN FEDERAL TRANSACTIONS

12 38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
13 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
14 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
15 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
16 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must  
17 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
18 ADMINISTRATOR that cites the following:

19 38.1.1 The definitions and prohibitions contained in the clause at Federal  
20 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
21 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
22 B of this certification.

23 38.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
24 knowledge and belief as of December 23, 1989, that

25 38.1.2.1 No federal appropriated funds have been paid or will be paid to  
26 any person for influencing or attempting to influence an officer or employee of any agency, a  
27 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
28 Congress on his or her behalf in connection with the awarding of any federal contract, the making



1 of any federal grant, the making of any federal loan, the entering into of any cooperative  
2 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
3 contract, grant, loan or cooperative agreement;

4 38.1.2.2 If any funds other than federal appropriated funds (including  
5 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
6 person for influencing or attempting to influence an officer or employee of any agency, a Member  
7 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
8 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
9 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;  
10 and

11 38.1.2.3 He or she will include the language of this certification in all  
12 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
13 \$100,000 shall certify and disclose accordingly.

14 38.1.3 Submission of this certification and disclosure is a prerequisite for  
15 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who  
16 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure  
17 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than  
18 \$10,000, and not more than \$100,000, for each such failure.

19 39. POLITICAL ACTIVITY

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

23 40. TERMINATION PROVISIONS

24 40.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
25 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
26 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any  
27 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of  
28 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable

1 control, and repeated or continued violations of COUNTY ordinances unrelated to performance  
2 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless  
3 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
4 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

5 40.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
6 notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to  
7 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
8 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the  
9 parties. During the Transition Period, service and data access shall continue to be made available  
10 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
11 transitioning all data in the format determined by COUNTY.

12 40.3 In the event of termination of this Agreement, cessation of business by  
13 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
14 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
15 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
16 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
17 Agreement.

18 40.4 The obligations of COUNTY under this Agreement are contingent upon the  
19 availability of federal and/or State funds, as applicable, for the reimbursement of  
20 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the  
21 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
22 remains in effect or operation. In the event that such funding is terminated or reduced,  
23 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum  
24 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
25 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
26 notification of such determination. CONTRACTOR shall immediately comply with  
27 ADMINISTRATOR’s decision.

28 40.5 If any term, covenant, condition, or provision of this Agreement or the application

1 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
2 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
3 thereby.

4 41. GOVERNING LAW AND VENUE

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

12 42. SIGNATURE IN COUNTERPARTS

13 42.1 The parties agree that separate copies of this Agreement may be signed by each of  
14 the parties, and this Agreement will have the same force and effect as if the original had been  
15 signed by all the parties.

16 42.2 CONTRACTOR represents and warrants that the person executing this Agreement  
17 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
18 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
19 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
NAME DEBRA J. BAETZ, DIRECTOR  
EXECUTIVE DIRECTOR SOCIAL SERVICES AGENCY  
AGENCY COUNTY OF ORANGE, CALIFORNIA

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: Candyn J. Frost  
DEPUTY

Dated: 04/29/20

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 <PROVIDER>

8 FOR THE PROVISION OF TRANSITIONAL HOUSING PROGRAM-PLUS AND  
9 TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR NON-MINOR DEPENDENTS  
10 REMOTE SITES

11 1. POPULATION TO BE SERVED

12 1.1 CONTRACTOR shall provide services to clients referred by SSA and Orange  
13 County Probation Department. The population to be served shall include Emancipated Young  
14 Adults and Non-Minor Dependents.

15 1.2 Emancipated Young Adults and Non-Minor Dependents that have been accepted  
16 into a Transitional Housing Program-Plus (THP-Plus) or Transitional Housing Placement Program  
17 for Non-Minor Dependents (THPP-NMD) program shall hereinafter be referred to as “PROGRAM  
18 PARTICIPANTS.” Emancipated Young Adults and Non-Minor Dependents that are applying to  
19 a THP-Plus/THPP-NMD program shall hereinafter be referred to as “PROGRAM  
20 APPLICANTS.”

21 2. DEFINITIONS

22 2.1 After-Care Services: Support services available to PROGRAM PARTICIPANTS  
23 who have exited/completed THP-Plus/THPP-NMD program.

24 2.2 Assigned Social Worker (ASW): SSA employee assigned as the case-carrying  
25 social worker responsible for the PROGRAM PARTICIPANT’s or PROGRAM APPLICANT’s  
26 placement and care.

27 2.3 Case Manager: Employee of CONTRACTOR who is responsible for providing all  
28 of the case management duties for PROGRAM PARTICIPANTS.

1           2.4    Children and Family Services (CFS) Liaison: A Senior Social Worker in the  
2 Transitional Planning Services Program responsible for referral coordination, meeting regularly  
3 with providers, and oversight of quality assurance of CONTRACTOR.

4           2.5    Deputy Probation Officer (DPO): The PROGRAM PARTICIPANT's or  
5 PROGRAM APPLICANT's probation officer.

6           2.6    Emancipated Young Adult: Former foster youth ages eighteen (18) to twenty-five  
7 (25) years of age who have aged out of the State's foster care system and were dependents or wards  
8 of the court through SSA or Orange County Probation Department.

9           2.7    Extended Foster Care (EFC): The period of time that provides PROGRAM  
10 PARTICIPANTS or PROGRAM APPLICANTS extended time as a Non-Minor Dependent ages  
11 eighteen (18) to twenty-one (21) years of age as defined in Subparagraph 2.13.

12          2.8    Harm-Reduction Model: Policies, programs, and practices that aim to minimize  
13 negative health, social, and legal impacts associated with various human behaviors both legal and  
14 illegal, such as substance use behaviors, risky sexual behavior, and human sex trafficking.

15          2.9    Health and Education Passport (HEP): The form that provides historical and  
16 current medical, dental, behavioral health, and educational information as it pertains to a  
17 PROGRAM PARTICIPANT or PROGRAM APPLICANT.

18          2.10 Independent Living Program (ILP): A program authorized by the Foster Care  
19 Independence Act of 1999 (Public Law 106-169). The ILP provides training, services, and benefits  
20 to assist current and former foster youth in achieving self-sufficiency prior to, and after, leaving  
21 the foster care system.

22          2.11 Multi-Disciplinary Team (MDT): A team of individuals with diverse expertise that  
23 meet to review the case and PROGRAM PARTICIPANT's/PROGRAM APPLICANT's progress  
24 with the program. The CONTRACTOR's Case Manager may be responsible for initiating the  
25 MDT meeting. MDT members may consist of the following: CONTRACTOR's Case Manager;  
26 ASW and SSA program staff; Behavioral Health Services staff; DPO if applicable; educational  
27 provider if applicable; and any other individual whose relevant expertise would benefit the MDT.

28          2.12 Needs and Services Plan: A written plan required by Title 22, California Code of

1 Regulations (CCR), Sections 84068.2 and 84268.2.

2 2.13 Non-Minor Dependent (NMD): Pursuant to California Welfare and Institutions  
3 Code (WIC) Section 11400(v), a former foster youth age eighteen (18) to twenty-one (21) years  
4 who is eligible for Extended Foster Care.

5 2.14 Remote Sites: Single housing units where PROGRAM PARTICIPANTS live  
6 independently without provider staff living in the same building, which may include apartments,  
7 condominiums, or single family dwellings that are rented, leased, or owned by CONTRACTOR  
8 in various locations in Orange County.

9 2.15 Supportive Services: CONTRACTOR provided services designed to help  
10 PROGRAM PARTICIPANTS develop the life skills necessary to live independently.

11 2.16 Target Areas: CONTRACTOR is to provide Supportive Services to PROGRAM  
12 PARTICIPANTS to address the following key focus areas:

13 2.16.1 Education: Completing high school and/or pursuing credit and non-  
14 credit college programs;

15 2.16.2 Employment: Participating in career exploration, strengths assessments,  
16 vocational assessments, soft skills building, volunteerism, employment readiness, employment  
17 placement, and employment stability activities;

18 2.16.3 Housing: Participating in transitional housing programs and other  
19 stable housing services, developing tenant responsibility skills, and maintaining housing;

20 2.16.4 Family/Social Support: Developing and sustaining healthy support  
21 networks, managing conflict, and negotiating and engaging in positive relationship building;

22 2.16.5 Financial Responsibility: Participating in responsible rent/bill payment,  
23 banking, spending, budgeting, and money management based on short and long term goals;

24 2.16.6 Health: Seeking mental, medical, and reproductive/sexual health care;  
25 utilizing preventive health care; remaining free of drug and alcohol misuse; managing physical,  
26 emotional, and developmental/intellectual disabilities; preventing sexually transmitted infections  
27 and unplanned pregnancy; and managing prescriptions (including psychotropic) and over the  
28 counter medicine; and

1                   2.16.7 Daily Tasks: Preparing food, participating in housekeeping and  
2 laundry, managing transportation, arriving timely to work/school/appointments, developing  
3 routines, following through with assignments, understanding natural consequences, and utilizing  
4 community resources.

5                   2.17 Transitional Housing Placement Program for Non-Minor Dependent (THPP-  
6 NMD): A program certified by SSA and licensed by the California Department of Social Services  
7 (CDSS), Community Care Licensing Division (CCLD) to provide safe housing and supportive  
8 services to NMDs, and assistance in developing needed skills to transition to independent living  
9 based on the NMD's TILP and Needs and Service Plan.

10                  2.18 Transitional Housing Program-Plus (THP-Plus): A program certified by SSA to  
11 provide supervised transitional housing opportunities to eligible young adults (i.e., PROGRAM  
12 PARTICIPANTS) pursuant to Health and Safety Code Section 1559.110 and 1559.115 and WIC  
13 Section 11400(r) and (s).

14                  2.19 Transitional Independent Living Plan (TILP): A plan established by the ASW or  
15 DPO in collaboration with the PROGRAM PARTICIPANT to develop and document meaningful  
16 and attainable goals that will support the PROGRAM PARTICIPANT's transition to self-  
17 sufficiency and independent living, and meet at least one (1) participation requirement for the  
18 PROGRAM PARTICIPANT to remain eligible for EFC as defined in Subparagraph 2.7.

19                  2.20 Unauthorized Absence: An event when a PROGRAM PARTICIPANT has been  
20 out of the residence for more than three (3) consecutive days without prior approval from a Case  
21 Manager.

22                  2.21 Visitors: Volunteers, repairmen, family members, friends, consulting staff, or any  
23 other person(s) present at a remote site, who is not a PROGRAM PARTICIPANT or a member of  
24 CONTRACTOR's staff.

### 25                  3. COUNTY CERTIFICATION AND LICENSING

26                  3.1 CONTRACTOR must be certified by the COUNTY to provide THP-Plus Services  
27 pursuant to HSC Sections 1559.110 to 1559.115 and WIC Sections 11403 and 16522.1.  
28 CONTRACTOR shall maintain its certification throughout the term of this Agreement.



1           3.2    CONTRACTOR shall possess current THPP-NMD licensure by California  
2 Department of Social Services (CDSS), Community Care Licensing Division (CCLD) as set forth  
3 under HSC Sections 1559.110 to 1559.115. CONTRACTOR shall maintain such licensure  
4 throughout the term of this Agreement.

5           4.     CONTRACTOR'S PLAN OF OPERATION

6           4.1    CONTRACTOR shall submit to ADMINISTRATOR a copy of its Plan of  
7 Operation as submitted to the CDSS Foster Care Rates Bureau and/or CCLD subsequent to the  
8 execution of this Agreement. CONTRACTOR shall submit to ADMINISTRATOR any updates,  
9 changes, or modifications to its Plan of Operation during this Agreement. The provisions of the  
10 revised Plan of Operation shall supersede the provisions contained in the previous Plan of  
11 Operation to the extent that they conflict.

12          5.     ASSESSMENT AND EVALUATION

13          5.1    CONTRACTOR shall track and evaluate PROGRAM PARTICIPANT's progress  
14 on a monthly basis measuring the Target Areas, as specified in Paragraph 9 of this Exhibit, using  
15 one (1) or more COUNTY approved web-based database.

16          5.2    ADMINISTRATOR will provide CONTRACTOR with initial training in the use  
17 of COUNTY approved databases. Training shall include, but not be limited, to the Target Areas.

18          5.3    To the extent the PROGRAM PARTICIPANT agrees, CONTRACTOR shall track  
19 and evaluate the success of PROGRAM PARTICIPANTS every six (6) months for two (2) years  
20 post-completion of the program with a web-based tool approved by ADMINISTRATOR.

21          5.4    CONTRACTOR shall offer incentives to PROGRAM PARTICIPANTS to  
22 participate in the post-evaluation, at no additional cost to the COUNTY. Incentives shall be  
23 mutually determined by CONTRACTOR and ADMINISTRATOR or by CONTRACTOR and the  
24 Probation Department.

25          6.     GOALS AND OUTCOMES

26          6.1    CONTRACTOR shall support and implement the goals and outcomes of THP-  
27 Plus/THPP-NMD program, which includes developing appropriate supportive services, resources,  
28 and a supportive environment; providing safe, stable housing; engaging PROGRAM

1 PARTICIPANTS in job development/training, education, personal permanency, and financial  
2 awareness; and developing appropriate opportunities necessary for PROGRAM PARTICIPANTS  
3 to transition to living independently as self-sufficient, stable young adults.

4 6.2 CONTRACTOR shall meet the following goals and outcomes during the term of  
5 this Agreement:

6 6.2.1 Eighty percent (80%) of PROGRAM PARTICIPANTS shall gain  
7 employment or attend job readiness training.

8 6.2.2 Eighty percent (80%) of PROGRAM PARTICIPANTS shall attain the  
9 educational goals outlined in the TILP, as established upon entering the program.

10 6.2.3 Eighty percent (80%) of PROGRAM PARTICIPANTS shall obtain and  
11 retain employment for a minimum of ninety (90) days.

12 6.2.4 Eighty percent (80%) of PROGRAM PARTICIPANTS shall pay their  
13 rent on time each month.

14 6.2.5 Eighty percent (80%) of PROGRAM PARTICIPANTS shall establish at  
15 least one (1) permanent personal connection (e.g., family, non-related friend, mentor).

16 6.2.6 Eighty-five percent (85%) of PROGRAM PARTICIPANTS, after the  
17 initial six (6) months of participation in the program, shall have established and put into a savings  
18 account twenty-five percent (25%) of their net income on an ongoing basis. Saving include, but  
19 is not limited to, deposits by PROGRAM PARTICIPANTS, monies paid for rent and any unspent  
20 stipends.

21 6.2.7 Eighty percent (80%) of PROGRAM PARTICIPANTS with planned  
22 exits shall obtain secure permanent housing outcomes (e.g., transition from Remote Sites to shared  
23 housing with a friend or family, or self-leased housing).

24 6.2.8 Ninety-five percent (95%) of PROGRAM APPLICANTS shall have a  
25 disposition of their admittance into the program within seven (7) calendar days after the interview  
26 is completed.

27 6.2.9 Eighty percent (80%) of admitted PROGRAM APPLICANTS shall  
28 successfully complete the program as demonstrated by voluntary program exit.

1           6.3     ADMINISTRATOR may, in its sole discretion, require changes to the goals and  
2 outcomes stated in this Paragraph 6, in accordance with any changes in law and/or State policy or  
3 regulation.

4     7.     PRINCIPLES

5           7.1     CONTRACTOR shall incorporate the following four (4) principles that provide a  
6 framework for preparing PROGRAM PARTICIPANTS for independent living and self-  
7 sufficiency:

8                   7.1.1     Recognize that PROGRAM PARTICIPANTS are adults with all the  
9 legal rights and responsibilities of adults.

10                   7.1.2     Have program rules that are distinct from those that apply to minors  
11 currently in foster care.

12                   7.1.3     Provide services that allow PROGRAM PARTICIPANTS the freedom  
13 to make personal decisions, pursue personal interests and relationships, work towards achieving  
14 goals that will prepare them for self-sufficiency, and, as may occur, work through the  
15 consequences of poor decisions.

16                   7.1.4     Provide PROGRAM PARTICIPANTS with COUNTY approved  
17 supportive services related to post-secondary education (including academic and/or vocational  
18 training), securing and maintaining employment, developing financial literacy skills, developing  
19 knowledge of how to maintain one's physical and behavioral health, and establishing and  
20 maintaining permanent connections with family and other important people.

21                   7.1.5     Deliver services that are responsive to literacy, language and socio-  
22 cultural issues that are reflective of and meeting the needs of PROGRAM PARTICIPANTS.

23     8.     REFERRALS

24           8.1     It is mutually understood that no minimum number of referrals is guaranteed,  
25 expressed, or implied, under this Agreement.

26           8.2     The County of Orange SSA and/or Probation Department shall be the sole source  
27 of all referrals for placements to the THP-Plus/THPP-NMD program.

28           8.3     Referral Process

1 CONTRACTOR shall:

2 8.3.1 Provide evaluation for participation in THP-Plus/THPP-NMD services  
3 to all PROGRAM APPLICANTS referred by ADMINISTRATOR.

4 8.3.2 Review the referral prior to scheduling an interview with the  
5 PROGRAM APPLICANT.

6 8.3.3 Contact the PROGRAM APPLICANT to schedule an initial face-to-  
7 face interview within three (3) business days of receipt of referral from ADMINISTRATOR.

8 8.4 Conduct the initial face-to-face interview within fourteen (14) calendar days of  
9 receipt of referral. CONTRACTOR shall provide an interview time and place that does not  
10 interfere with the PROGRAM APPLICANT's employment, education, or training activity.

11 8.5 Discuss with ADMINISTRATOR the PROGRAM APPLICANT's failure to  
12 participate in the initial interview process if PROGRAM APPLICANT misses ("no shows") three  
13 (3) consecutive scheduled interview appointments.

14 8.6 Accept PROGRAM APPLICANTS to participate in THP-Plus/THPP-NMD  
15 program who:

16 8.6.1 Demonstrate a commitment to begin and remain enrolled in educational  
17 classes or training program; seek, secure, and maintain employment; and develop and adhere to a  
18 savings plan.

19 8.6.2 Complete a detailed application with the reasons the PROGRAM  
20 APPLICANT believes they will benefit from participation in the program.

21 8.6.3 Agree to participate in the development of the Needs and Services Plan  
22 that is consistent with the TILP.

23 8.6.4 Agree to provide monthly proof of satisfactory progress in meeting the  
24 PROGRAM APPLICANT's TILP.

25 8.6.5 Agree to compliance with prescribed psychotropic medications.

26 8.7 Prior to refusal of PROGRAM APPLICANT's referral, CONTRACTOR shall  
27 discuss and identify with CFS Liaison review any services that could be implemented in order for  
28 CONTRACTOR to accept PROGRAM APPLICANT within seven (7) calendar days of referral

1 and/or interview.

2 8.8 CONTRACTOR shall notify CFS Liaison when PROGRAM APPLICANT has  
3 been accepted into program within seven (7) calendar days prior to PROGRAM APPLICANT's  
4 intake admission into the program.

5 8.9 If CONTRACTOR decides to deny housing to a PROGRAM APPLICANT, the  
6 denial notice shall be given in writing to CFS Program Manager or CFS Program Manager  
7 designee, or DPO with specific details supporting the decision. CONTRACTOR shall review and  
8 reconsider denial decisions if so requested by CFS Program Manager/designee or DPO.

9 8.10 If referral is denied and ADMINISTRATOR requests a formal meeting to discuss  
10 PROGRAM APPLICANTS's ability to enter the program at a later time, CONTRACTOR shall  
11 participate in this meeting with CFS Liaison, ASW, and others identified by ADMINISTRATOR.

12 8.11 If referral is denied, and matter cannot be resolved as referenced in Subparagraph  
13 8.10, the following sequential steps shall apply:

14 8.11.1 Step 1: Conference shall be held between the CFS Program Manager  
15 and CONTRACTOR's Program Manager or equivalent position.

16 8.11.2 Step 2: Conference shall be held between the CFS Deputy Director and  
17 CONTRACTOR's Executive Officer or equivalent position.

18 8.12 CONTRACTOR shall return referral to CFS Liaison for further housing options if  
19 PROGRAM APPLICANT has not moved in within fourteen (14) days after referral has been  
20 accepted.

## 21 9. SERVICES

22 CONTRACTOR shall:

23 9.1 Deliver services that are responsive to literacy, language, and socio-cultural issues  
24 that are reflective of and meeting the needs of PROGRAM PARTICIPANTS.

25 9.2 Provide Supportive Services to PROGRAM PARTICIPANTS to address the Target  
26 Areas.

27 9.3 Require PROGRAM PARTICIPANTS to execute a Waiver and Release form with  
28 ADMINISTRATOR prior to entering the THP-Plus/THPP-NMD program.

1           9.4    Obtain all necessary release forms.

2           9.5    Develop and implement a detailed plan for housing both male and female  
3 PROGRAM PARTICIPANTS, including custodial and non-custodial parenting participants.

4           9.6    Provide case management services at a ratio of one (1) Case Manager per twelve  
5 (12) non-parenting PROGRAM PARTICIPANTS and one (1) Case Manager per eight (8)  
6 parenting PROGRAM PARTICIPANTS.

7           9.7    Provide weekly in-person case management services to PROGRAM  
8 PARTICIPANTS.

9           9.8    Inspect rental units prior to move-in and after move-out, conduct monthly  
10 maintenance checks, correct safety issues and/or damages, and address emergency maintenance  
11 needs.

12          9.9    Complete the Needs and Services Plan and review the TILP for THP-Plus youth  
13 within ten (10) calendar days of entry into the program, and every six (6) months thereafter. The  
14 Needs and Services Plan and TILP must be signed by the PROGRAM PARTICIPANT,  
15 CONTRACTOR, and the person or COUNTY agency responsible for placing the PROGRAM  
16 PARTICIPANT.

17          9.10   Develop a service plan with input from PROGRAM PARTICIPANT and the CFS  
18 Liaison within ten (10) calendar days upon acceptance into the program.

19          9.11   Evaluate progress of the Needs and Services Plan, TILP, and THP-Plus/THP-NMD  
20 program goals, and provide updates to the ASW or DPO monthly.

21          9.12   Develop a detailed plan to support the TILP with each PROGRAM PARTICIPANT  
22 upon acceptance into the program, which addresses the behavioral health challenges that the  
23 PROGRAM PARTICIPANT might demonstrate (e.g., substance/alcohol use, maintain positive  
24 relationships, maintain a healthy life style, work a predetermined number of hours per week).

25          9.13   Upon intake, provide PROGRAM PARTICIPANTS with CONTRACTOR's  
26 program contract. The program contract shall include, but not be limited to, the following:

27               9.13.1   Description of the THP-Plus/THPP-NMD program.

28               9.13.2   PROGRAM PARTICIPANT's rights and responsibilities.

1                    9.13.3     What the PROGRAM PARTICIPANT can expect from their Case  
2 Manager.

3                    9.13.4     Expectations of the PROGRAM PARTICIPANT.

4                    9.13.5     PROGRAM PARTICIPANT's agreement to complete their TILP goals  
5 and work on meeting all program expectations.

6                    9.14     CONTRACTOR shall address any questions or concerns from the PROGRAM  
7 PARTICIPANT.

8                    9.15     Support the PROGRAM PARTICIPANT in developing independent living skills  
9 in order to meet the goals outlined in the TILP.

10                   9.16     Provide a trauma informed, strength-based coaching, mentoring model, and  
11 motivational interviewing approach with PROGRAM PARTICIPANTS.

12                   9.17     Provide ongoing advocacy and support for educational resources, including  
13 linkages to Orange County Department of Education Foster Youth Services program, with the goal  
14 of each PROGRAM PARTICIPANT to obtain a high school diploma, General Education  
15 Development (GED) certificate, or High School Proficiency certificate prior to leaving the THP-  
16 Plus/THPP-NMD program.

17                   9.18     Assist PROGRAM PARTICIPANTS in pursuing college or post-high school  
18 training to better prepare for the future, to include, but not be limited to, completing the Free  
19 Application for Federal Student Aid (FAFSA) and learning how to access and apply for available  
20 financial support for post-secondary education.

21                   9.19     Facilitate roommate mediation as needed.

22                   9.20     Notify PROGRAM PARTICIPANTS of personal rights as set forth in Title 22,  
23 CCR, Section 84072.

24                   9.21     Comply with California law, including the Transitional Housing Participant  
25 Misconduct Act (HSC Code Section 50580, et seq.).

26                   9.22     Provide support and crisis intervention services, via phone or in-person, twenty-  
27 four (24) hours per day, seven (7) days per week.

28                   9.23     Support PROGRAM PARTICIPANTS in identifying and connecting with

1 community agencies for access to health and community supportive resources.

2 9.24 Provide services to support efforts of PROGRAM PARTICIPANTS to re-  
3 establish, build, and support relationships with relatives, Non-Relative Family Members  
4 (NREFM), which may include allowing identified family members to have overnight visits in the  
5 PROGRAM PARTICIPANT's housing unit. All overnight visits shall be approved by the  
6 CONTRACTOR in agreement with the PROGRAM PARTICIPANT's roommate.

7 9.25 Provide referrals to behavioral health and/or substance use services when  
8 appropriate, or when a PROGRAM PARTICIPANT requests and/or agrees to such services.  
9 CONTRACTOR shall not provide these services, but shall have a follow-up discussion on any  
10 referrals provided to a PROGRAM PARTICIPANT by CONTRACTOR. If the PROGRAM  
11 PARTICIPANT wishes to seek and obtain behavioral health and/or substance use services without  
12 disclosure to ADMINISTRATOR, this arrangement may be kept confidential between the  
13 PROGRAM PARTICIPANT and the service provider.

14 9.26 Support PROGRAM PARTICIPANT with developing the knowledge and skills  
15 necessary to secure and maintain independent housing to include financial responsibility,  
16 knowledge of renter responsibilities, and maintaining a stable source of income.

17 9.27 Address any late payments for rent or utility bills and immediately establish a plan  
18 for the PROGRAM PARTICIPANTS to become current on all household bills. A late fee may be  
19 assessed on all rent not paid by a pre-established due date of the current month it is due.

20 9.28 Provide instructions to PROGRAM PARTICIPANTS on conflict resolution skills  
21 by presenting them with problem solving skills, principles of conflict resolution, the basics of  
22 effective communication, listening, and critical and creative thinking, with an emphasis on  
23 personal responsibility and self-discipline.

24 9.29 Educate PROGRAM PARTICIPANT's on the use of public transportation, access  
25 to independent transportation services, and the rights and responsibilities of private vehicle  
26 ownership to attain education and employments goals as set forth in the TILP to achieve self-  
27 sufficiency.

28 9.30 Participate in MDT meetings.



1           9.31   Attend all mandated trainings and meetings as requested by ADMINISTRATOR.

2           9.32   Conduct a monthly case management team meeting with the ASW to discuss the  
3 status and progress of each PROGRAM PARTICIPANT.

4           9.33   Coordinate a monthly community event which will serve as a support group for  
5 PROGRAM PARTICIPANTS. Guest speakers shall include successful former foster youth,  
6 professors, and other inspirational figures.

7           9.34   When appropriate, provide adult volunteer mentors who will commit to working  
8 with the PROGRAM PARTICIPANTS throughout their participation in the THP-Plus/THPP-  
9 NMD program and for a minimum of six (6) months after exiting the program. PROGRAM  
10 PARTICIPANTS will receive assistance and support for interpersonal and social skills and  
11 increase their awareness of resources available to them in and around their community.

12           9.35   Education and Employment Model:

13                   CONTRACTOR shall:

14           9.35.1   Support PROGRAM PARTICIPANTS in attending school, work, or  
15 volunteering opportunities that support the goals as stated in the TILP and Needs and Services  
16 Plan.

17           9.35.2   Provide PROGRAM PARTICIPANTS with basic skills training for  
18 employment (e.g. learning and consistently demonstrating professional appearance and conduct),  
19 referrals to internships, and other assistance to obtain employment within thirty (30) calendar days  
20 of PROGRAM PARTICIPANTS entering the program.

21           9.35.3   Ensure that PROGRAM PARTICIPANTS attending school full-time  
22 (minimum of twelve (12) units) work a minimum of ten (10) hours per week or volunteer for  
23 activities that support the goals stated in the TILP and/or Needs and Services Plan. PROGRAM  
24 PARTICIPANTS attending school part-time shall work and/or volunteer a minimum of twenty-  
25 five (25) hours per week.

26           9.35.4   Ensure that PROGRAM PARTICIPANTS not attending school shall  
27 work and/or volunteer a minimum of thirty-five (35) hours per week.

28           9.35.5   Ensure that PROGRAM PARTICIPANTS who have completed their

1 education/training goals and are preparing to work shall work a minimum of forty (40) hours per  
2 week.

3 9.35.6 Support PROGRAM PARTICIPANT's linkage to and participation in  
4 employment programs for employment and training.

5 9.36 Personal Safety:

6 CONTRACTOR shall:

7 9.36.1 Require every PROGRAM PARTICIPANT to attend all safety courses  
8 (e.g., self-defense, domestic violence training, cyber awareness, etc.) provided by  
9 CONTRACTOR or ADMINISTRATOR.

10 9.36.2 Teach PROGRAM PARTICIPANTS how to demonstrate respectful  
11 and responsible behavior toward roommates, other PROGRAM PARTICIPANTS,  
12 CONTRACTOR's staff, and members of the community.

13 9.37 Weapons:

14 CONTRACTOR shall:

15 9.37.1 Not allow weapons of any kind (firearms, knives, etc.) at Remote Sites,  
16 or in the possession of any PROGRAM PARTICIPANT for any reason.

17 9.37.2 Immediately terminate any PROGRAM PARTICIPANT for possessing  
18 weapons.

19 9.38 Visitors:

20 CONTRACTOR shall:

21 9.38.1 Enforce visitation hours determined by THP-Plus/THPP-NMD program  
22 policies and procedures. Visitation policies shall be inclusive to support and strengthen family  
23 connections along with building supportive relationships.

24 9.38.2 Hold PROGRAM PARTICIPANTS accountable (e.g. replacement of  
25 damaged goods, restriction of visitors) for any problems and/or damages caused by their visitors.

26 9.38.3 Require PROGRAM PARTICIPANTS to monitor the behavior of the  
27 visitors and ask the visitor to leave if the visitor acts inappropriately.

28 9.38.4 Require PROGRAM PARTICIPANTS to report any problems

1 concerning a visitor immediately to the Case Manager or Program Supervisor.

2 9.38.5 Require PROGRAM PARTICIPANTS to report any visitors in  
3 possession of or under the influence of drugs and/or alcohol at the Remote Sites immediately to  
4 the Case Manager or Program Supervisor.

5 9.38.6 Ensure all visitors abide by visitation hours as described in the contract  
6 the PROGRAM PARTICIPANTS signs with the CONTRACTOR.

7 9.38.7 Ensure that PROGRAM PARTICIPANTS do not harbor any known  
8 runaways in the Remote Sites at any time. CONTRACTOR shall inform PROGRAM  
9 PARTICIPANTS that allowing a known runaway into Remote Sites may result in PROGRAM  
10 PARTICIPANTS immediate termination from the program.

11 9.39 Emergencies:

12 CONTRACTOR shall:

13 9.39.1 Require each PROGRAM PARTICIPANTS to post emergency  
14 telephone numbers for police, fire department, paramedics/ambulance, ADMINISTRATOR and  
15 Probation Department. These numbers, along with Case Manager's cell phone number shall be  
16 made available to PROGRAM PARTICIPANTS by their Case Manager.

17 9.39.2 Notify the ASW or DPO and the CFS Program Manager/designee  
18 verbally, within twenty-four (24) hours of an emergency. CONTRACTOR's verbal report shall  
19 be followed by the submission of a written Special Incident Report within twenty-four (24) hours  
20 of the incident's verbal report as described in Subparagraph 21.1.2 of this Exhibit, to  
21 ADMINISTRATOR.

22 9.40 Health and Dental Care:

23 CONTRACTOR shall:

24 9.40.1 Provide the PROGRAM PARTICIPANTS with appropriate resources  
25 to be used in the event of a medical problem, or medical emergency, as well as routine medical  
26 checkups and preventative care.

27 9.40.2 In case of a medical emergency, CONTRACTOR shall require  
28 PROGRAM PARTICIPANTS to notify CONTRACTOR as soon as possible.

1           9.41   Financial Responsibility:

2                   CONTRACTOR shall:

3                   9.41.1     Provide education to PROGRAM PARTICIPANTS about the risks of  
4                   lending or borrowing money.

5                   9.41.2     Instruct each PROGRAM PARTICIPANT to pay all of their debts in a  
6                   timely manner.

7                   9.41.3     Assist each PROGRAM PARTICIPANT with establishing and  
8                   maintaining a monthly budget and a system of payment of bills for items such as rent, utilities, and  
9                   telephone.

10                  9.41.4     Conduct budgeting meeting with PROGRAM PARTICIPANT on a  
11                  weekly basis in order to educate PROGRAM PARTICIPANT on how to live on a fixed income  
12                  and support the PROGRAM PARTICIPANT with establishing and maintaining the knowledge,  
13                  skills, and discipline necessary to do so, on an ongoing basis.

14                  9.41.5     Require PROGRAM PARTICIPANTS to budget and pay their bills.

15                  9.41.6     Assist PROGRAM PARTICIPANTS to develop a savings plan as part  
16                  of the PROGRAM PARTICIPANT's TILP goals.

17           9.42   Expectant or Parenting Participant:

18                   CONTRACTOR shall:

19                  9.42.1     Upon being informed of a pregnancy, and should the PROGRAM  
20                  PARTICIPANT plan to remain in the program, inform the PROGRAM PARTICIPANT that it is  
21                  their responsibility to remain eligible for the THP-Plus/THPP-NMD program, with reasonable  
22                  accommodations.

23                  9.42.2     Encourage pregnant and parenting PROGRAM PARTICIPANTS to  
24                  participate in parent education classes and in a parenting support program approved by ASW or  
25                  DPO.

26                  9.42.3     Support PROGRAM PARTICIPANTS in their efforts to reunify with  
27                  their child(ren).

28                  9.42.4     Require parenting PROGRAM PARTICIPANTS to identify and obtain

1 safe and appropriate childcare while working, attending school and/or training, with the guidance  
2 of CONTRACTOR and ASW.

3 9.42.5 Prohibit PROGRAM PARTICIPANTS who are employed as childcare  
4 workers by licensed child care providers at the provider's child care facilities, from providing any  
5 child care services at Remote Sites.

6 9.43 Furnishings:

7 CONTRACTOR shall:

8 Ensure all furniture and necessary household items are supplied and functioning  
9 prior to the PROGRAM PARTICIPANT moving into a housing unit.

10 9.43.1 Allow PROGRAM PARTICIPANT to take designated furniture with  
11 them upon exiting the program, or distribute it equally among roommates with the assistance of  
12 CONTRACTOR.

13 9.44 Smoking, Alcohol, and Other Drugs:

14 CONTRACTOR shall:

15 9.44.1 Adopt a Harm-Reduction Model described in Subparagraph 2.8 of this  
16 Exhibit and instruct PROGRAM PARTICIPANTS about responsible use of cigarettes and alcohol.

17 9.44.2 Inform PROGRAM PARTICIPANTS that smoking, alcohol, and drugs  
18 are not permitted on the premises and they must comply with lease agreements. PROGRAM  
19 PARTICIPANTS may be subject to a program violation and/or termination from the program at  
20 the discretion of CONTRACTOR and in conjunction with the ASW or DPO, and CFS Program  
21 Manager.

22 9.45 Vehicle:

23 CONTRACTOR shall:

24 9.45.1 Inform each PROGRAM PARTICIPANT that they must maintain a  
25 valid driver's license, current registration, and maintain current proof of insurance in order to drive  
26 a vehicle; and if applicable, shall not violate any conditions of probation related to operating a  
27 motor vehicle.

28 9.45.2 Inform each PROGRAM PARTICIPANT that failure to follow these

1 vehicle rules may result in the removal of the vehicle from the Remote Sites property.

2 9.46 Use of Utilities and Telephone:

3 CONTRACTOR shall:

4 9.46.1 CONTRACTOR shall orient PROGRAM PARTICIPANTS to proper  
5 usage and functioning of utilities, including how to turn off electricity, water, and gas in case of  
6 an emergency.

7 9.46.2 CONTRACTOR shall assist PROGRAM PARTICIPANTS in securing  
8 telephone service.

9 10. ADDITIONAL CONTRACTOR RESPONSIBILITIES

10 10.1 On a monthly basis, CONTRACTOR shall allocate funds to provide PROGRAM  
11 PARTICIPANTS with housing to include rent, utilities, transportation, purchase of food for meals  
12 and snacks, kitchen utensils, cleaning supplies, clothing, telephone, and other necessities.

13 10.2 CONTRACTOR shall jointly host and/or attend meetings conducted by or with  
14 ADMINISTRATOR, for the purpose of enhancing communication between ADMINISTRATOR  
15 and CONTRACTOR, and between CONTRACTOR and other contracted service providers, to  
16 coordinate procedures, review program operations, and solve problems

17 10.3 Personal Needs:

18 CONTRACTOR shall:

19 10.3.1 Provide initial supplies for personal care items, including, but not  
20 limited to, toothpaste, toothbrush, soap, hair care items, and hygienic supplies. CONTRACTOR  
21 shall inform PROGRAM PARTICIPANTS that subsequent purchases of personal care items are  
22 the responsibility of the PROGRAM PARTICIPANT. Personal items shall be the property of each  
23 PROGRAM PARTICIPANT and shall be retained by PROGRAM PARTICIPANT upon exiting  
24 the program.

25 10.3.2 Supply clean fresh towels, mattress pads, pillows, sheets, and blankets  
26 in sufficient number to assure cleanliness and warmth.

27 10.3.3 Provide a secure, separate storage area for personal items for each  
28 PROGRAM PARTICIPANT.

10.4 Absence:

10.4.1 An authorized absence is one that the PROGRAM PARTICIPANT, ASW, DPO, or CFS Program Manager/designee, and CONTRACTOR have mutually agreed to.

10.4.2 CONTRACTOR shall notify ADMINISTRATOR if PROGRAM PARTICIPANT has an unauthorized absence as defined in Subparagraph 2.19 of this Exhibit.

10.4.3 If PROGRAM PARTICIPANT returns voluntarily, CONTRACTOR shall immediately notify ASW, DPO, or CFS Program Manager/designee.

10.4.4 CONTRACTOR shall provide an evaluation for PROGRAM PARTICIPANT emphasizing the significance of the absence. All discussions resulting from the evaluation shall be documented in PROGRAM PARTICIPANT's record.

10.4.5 CONTRACTOR shall maintain records of authorized and unauthorized absences in PROGRAM PARTICIPANT's record.

11. TERMINATION POLICIES

11.1 PROGRAM PARTICIPANT shall be subject to CONTRACTOR's termination policies as set forth in CONTRACTOR's Plan of Operation and in this Agreement and may be terminated from the program for the following reasons:

11.1.1 Repeated failure to follow the program policies and procedures.

11.1.2 Involvement in illegal activities (e.g., use of alcohol, drugs, theft, assault, etc.) that endanger CONTRACTOR's staff or other PROGRAM PARTICIPANTS, and may involve law enforcement.

11.1.3 Intentional destruction of property.

11.1.4 Violation of program visitor policies, including, allowing unauthorized visitors to reside in the housing unit without prior approval and concurrence from CONTRACTOR and ADMINISTRATOR.

11.1.5 Making viable threats to harm CONTRACTOR's staff or other PROGRAM PARTICIPANTS.

11.1.6 Leaving housing unit without notification of intent to vacate.

11.1.7 Administrative termination in which PROGRAM PARTICIPANT's

1 services are suspended due to administrative action (e.g., court decision, etc.).

2 11.1.8 The above list is not all-inclusive. PROGRAM PARTICIPANTS may  
3 be terminated from the program for any behavior or misconduct that jeopardizes the program  
4 and/or PROGRAM PARTICIPANT's personal safety or success in the program, and/or that of any  
5 other PROGRAM PARTICIPANT.

6 11.2 CONTRACTOR may terminate PROGRAM PARTICIPANT from the program  
7 with the concurrence of the CFS Program Manager/designee. The decision of the CFS Program  
8 Manager regarding termination of PROGRAM PARTICIPANT from the program shall be binding  
9 on CONTRACTOR.

10 12. REMOVAL OR TRANSFER OF PROGRAM PARTICIPANT

11 12.1 Except in an emergency as defined in CONTRACTOR's Plan of Operation, no  
12 PROGRAM PARTICIPANT shall be moved from one facility to another facility without prior  
13 authorization from CFS Program Manager/designee.

14 13. AFTER-CARE SERVICES

15 13.1 After-care support services shall be offered to PROGRAM PARTICIPANT for a  
16 minimum of two (2) years following the PROGRAM PARTICIPANT's exit from the program, to  
17 the extent that the PROGRAM PARTICIPANT agrees to participate. CONTRACTOR shall offer  
18 the following after-care support services to PROGRAM PARTICIPANTS:

19 13.1.1 Monthly activities.

20 13.1.2 Outreach services.

21 13.1.3 Referrals to community resources.

22 14. FACILITIES

23 CONTRACTOR shall:

24 14.1 Provide transitional housing units approved by ADMINISTRATOR, in cities  
25 located within Orange County, which may include apartments, condominiums, or single-family  
26 dwellings rented, leased, or owned by CONTRACTOR.

27 14.2 Provide housing units with reasonable access to public transportation to high  
28 schools, college/vocational schools, employment, supportive services, shopping, medical care, and



1 community resources.

2 14.3 Provide a private and furnished individual bedroom that affords reasonable privacy  
3 to each PROGRAM PARTICIPANT. There may be a minimum of two (2) bedrooms in each  
4 housing unit.

5 14.4 Provide modifications for PROGRAM PARTICIPANTS with special circumstance  
6 housing needs. Special circumstances shall be reviewed on a case-by-case basis. CFS  
7 Manager/designee shall determine the final decision for approval or denial of special circumstance  
8 housing needs.

9 14.5 Ensure each housing unit has an approved commercially manufactured and  
10 functioning smoke detector installed in hallways and in each PROGRAM PARTICIPANT's  
11 sleeping area.

12 14.6 Provide functioning utilities including electricity, water, gas, and heating.

13 15. ADMINISTRATIVE SERVICES LOCATION

14 15.1 CONTRACTOR shall provide an Administrative Services office in Orange County,  
15 which houses CONTRACTOR's administrative staff, case managers, and support staff, to provide  
16 direct services to, and meet with, PROGRAM PARTICIPANTS and PROGRAM APPICANTS at  
17 this location.

18 15.2 CONTRACTOR and ADMINISTRATOR may agree in writing as to the  
19 facility(ies) and location(s) where administrative services shall be provided.

20 15.3 Administrative services under this Agreement shall be provided at:

21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24 16. HOURS OF OPERATION

25 16.1 CONTRACTOR shall provide services during hours that are responsive to the  
26 needs of the target population as determined by COUNTY. At a minimum, CONTRACTOR shall  
27 provide services during business days Monday through Friday, from 8:00 a.m. to 5:00 p.m., and  
28 be available via phone twenty-four (24) hours per day, seven (7) days per week to provide direction

1 and assist in handling crisis and emergency situations.

2 17. REPORTING REQUIREMENTS

3 CONTRACTOR shall submit and/or enter data into various data systems as determined by  
4 ADMINISTRATOR.

5 17.1 CONTRACTOR shall create and update the record of PROGRAM  
6 PARTICIPANTS' participation efforts on an ongoing basis, including preparation of standard  
7 monthly and quarterly reports and/or as requested by ADMINISTRATOR.

8 18. CASE RECORDS

9 18.1 CONTRACTOR shall maintain current case records for each PROGRAM  
10 PARTICIPANT and PROGRAM APPLICANT referred. ADMINISTRATOR will provide  
11 training, as mutually determined by CONTRACTOR and ADMINISTRATOR, regarding use and  
12 maintenance of case records.

13 18.2 CONTRACTOR shall maintain case records, which shall be in a format approved  
14 by ADMINISTRATOR.

15 18.3 Information in all case records shall be treated as confidential and released only to  
16 ADMINISTRATOR as required, or to others upon approval by ADMINISTRATOR.

17 18.4 Items in the case records shall include, but are not limited to the following for each  
18 PROGRAM PARTICIPANT:

19 18.4.1 Advance Directive/Power of Attorney.

20 18.4.2 Health Insurance Portability and Accountability Act (HIPAA) Releases  
21 as needed.

22 18.4.3 HEP if provided by PROGRAM PARTICIPANT.

23 18.4.4 Program application.

24 18.4.5 Housing agreement.

25 18.4.6 TILP and amendments.

26 18.4.7 Intake Summary.

27 18.4.8 Needs and Services Plan and updates.

28 18.4.9 Interviews with PROGRAM PARTICIPANT.

- 1                   18.4.10    Special Incident Reports.
- 2                   18.4.11    Social history report.
- 3                   18.4.12    Monthly evaluations.
- 4                   18.4.13    Progress notes, school performance, completed vocational assessment
- 5                   and employment attainment and progress.
- 6                   18.4.14    PROGRAM PARTICIPANT's financial information, including
- 7                   revenues and disbursements for clothing and material provided by COUNTY and signed for by
- 8                   PROGRAM PARTICIPANT; wages and other incomes; allowances and incentives received by
- 9                   and signed for by PROGRAM PARTICIPANT.
- 10                  18.4.15    Documentation of all services provided, including contacts with and on
- 11                  behalf of PROGRAM PARTICIPANT and general observations.
- 12                  18.4.16    Documentation of community organizations working with PROGRAM
- 13                  PARTICIPANT.
- 14                  18.4.17    Child care arrangements/documentation.
- 15                  18.4.18    Documentation/justification for supportive services.
- 16                  18.4.19    Documentation of hours of participation.
- 17                  18.4.20    Documentation regarding any cooperation issues and cause
- 18                  determinations.
- 19                  18.4.21    Family connections.
- 20                  18.4.22    Employment information and employment retention tracking.
- 21                  18.4.23    Documentation of changes in earnings.
- 22                  18.4.24    Standard release forms as needed for collateral contacts.
- 23                  18.4.25    Documentation of language needs and how they were addressed, as
- 24                  applicable.
- 25                  18.4.26    Copies of rights and responsibilities and other forms and documents
- 26                  required CDSS, CCLD, ADMINISTRATOR, or in program procedures.
- 27                  18.4.27    Medical verifications, as applicable.
- 28                  18.4.28    Medical/dental records of visits/treatment.

1 18.4.29 Quarterly Performance report.

2 18.4.30 Termination Summary.

3 19. CASE NARRATIVES

4 19.1 CONTRACTOR shall accurately maintain and update the case narrative in a timely  
5 manner whenever there is contact with PROGRAM PARTICIPANT. All entries by  
6 CONTRACTOR are to be signed, dated, legible, and in a format approved by ADMINISTRATOR.  
7 Case narratives shall include, but are not limited to, the following:

8 19.1.1 Date referral is received, assessment of service needs, actions taken, and  
9 status of referrals.

10 19.1.2 Overall plan for PROGRAM PARTICIPANT, outcomes and follow-up  
11 dates arranged during contact.

12 19.1.3 Weekly participation hours.

13 19.1.4 Complete and accurate descriptions of the case activity.

14 19.1.5 Issues related to the PROGRAM PARTICIPANT's progress toward the  
15 established TILP and/or Needs and Services Plan.

16 19.1.6 The closing narrative shall include date and reason for the termination,  
17 goals completed, and referrals to resources for continued support.

18 20. REPORTS

19 20.1.1 CONTRACTOR shall submit monthly cumulative outcome data  
20 reports, which shall include PROGRAM PARTICIPANT data reflective of participation,  
21 engagement and progress of the goals and outcomes described in Paragraph 6 of this Exhibit.

22 20.1.2 CONTRACTOR shall submit monthly written progress reports on each  
23 PROGRAM PARTICIPANT to ADMINISTRATOR, for THP-Plus PROGRAM  
24 PARTICIPANTS. CONTRACTOR shall submit monthly written progress reports on each NMD  
25 to the NMD's ASW or DPO, for THPP-NMD PROGRAM PARTICIPANTS. Progress Reports  
26 shall be submitted within seven (7) calendar days following the monthly reporting period. The  
27 progress report shall be submitted in a format approved by ADMINISTRATOR. These reports  
28 shall include, but not be limited to, PROGRAM PARTICIPANT's progress on achieving the

1 Target Areas as defined in Paragraph 9 of this Exhibit.

2 20.2 Resident Population

3 20.2.1 CONTRACTOR shall report all statistical data regarding all  
4 PROGRAM PARTICIPANTS and will provide information deemed necessary to complete any  
5 State or other required reports related to the THP-Plus/THPP-NMD program.

6 20.3 Annual Report

7 20.3.1 CONTRACTOR shall submit an annual report that includes data on  
8 progress toward services provided and outcomes.

9 20.4 Termination Summary

10 20.4.1 CONTRACTOR shall include a closing summary of all issues regularly  
11 reported in the monthly progress report, including records relating to treatment of the PROGRAM  
12 PARTICIPANT, any monies (e.g., savings, rent) owed to PROGRAM PARTICIPANT, discharge  
13 information, and an inventory of PROGRAM PARTICIPANT's personal belongings and clothing.

14 21. SPECIAL OR UNPLANNED INCIDENTS

15 21.1 Serious Illness, Accident/Injury, Hospitalization or Death

16 21.1.1 CONTRACTOR shall immediately notify ADMINISTRATOR by  
17 telephone (voicemail is not acceptable) upon CONTRACTOR becoming aware of any weapon  
18 possessed by PROGRAM PARTICIPANTS, serious illness, accident/injury, hospitalization, or  
19 death of any PROGRAM PARTICIPANT in CONTRACTOR's care. This verbal report shall be  
20 followed by a Special Incident Report on a form and/or secure electronic communication system  
21 approved by ADMINISTRATOR within twenty-four (24) hours after such serious illness,  
22 accident/injury, hospitalization, or death.

23 21.1.2 The verbal and written reports shall include, but not be limited to:

24 21.1.2.1 The name of the PROGRAM PARTICIPANT and date of  
25 birth;

26 21.1.2.2 The date, time, and location of serious illness,  
27 accident/injury, hospitalization, or death;

28 21.1.2.3 The program under which the PROGRAM PARTICIPANT

1 was receiving treatment;

2 21.1.2.4 The name or names of each person involved (first and last  
3 name) with knowledge of the event and their role/relationship to PROGRAM  
4 PARTICIPANT/family; and

5 21.1.2.5 A summary of the circumstances thereof.

6 21.2 Law Enforcement Contact

7 21.2.1 If CONTRACTOR contacts law enforcement officials regarding any  
8 issue related to the provision of services under this Agreement CONTRACTOR shall immediately  
9 telephone PROGRAM PARTICIPANT's ASW or DPO, and CFS Program Manager/designee.  
10 This verbal report shall be followed by the submission of a Special Incident Report to PROGRAM  
11 PARTICIPANT's ASW or DPO, and CFS Program Manager within three (3) calendar days of the  
12 incident.

13 22. SAFEGUARDS FOR CASH RESOURCES, PERSONAL PROPERTY, AND  
14 VALUABLES

15 22.1 In accordance with Section 80026, Division 6, Title 22 of the CCR,  
16 CONTRACTOR shall assist each PROGRAM PARTICIPANT in keeping cash resources,  
17 personal property, and valuables separate and intact. CONTRACTOR shall maintain accurate  
18 records of such resources.

19 22.2 In the event that PROGRAM PARTICIPANT is employed, CONTRACTOR shall  
20 assist PROGRAM PARTICIPANT to establish and maintain an interest-bearing Federal Deposit  
21 Insurance Corporation (FDIC) or Federal Savings and Loan Insurance Corporation (FSLIC)  
22 savings account to the satisfaction of PROGRAM PARTICIPANT.

23 22.3 CONTRACTOR shall ensure that PROGRAM PARTICIPANTS have the ability  
24 to withdraw money from their own personal savings account.

25 22.4 CONTRACTOR shall maintain a stipend of a minimum of fifty dollars (\$50.00)  
26 each month for each PROGRAM PARTICIPANT for household items, food, and other necessities.

27 22.5 CONTRACTOR shall require PROGRAM PARTICIPANTS to pay rent, monthly.  
28 CONTRACTOR shall deposit PROGRAM PARTICIPANT's contribution into a savings account

1 to the satisfaction of PROGRAM PARTICIPANT as referenced in Subparagraph 22.2 above.  
2 PROGRAM PARTICIPANT's portion of the rent shall not exceed thirty percent (30%) of all  
3 PROGRAM PARTICIPANT's income received.

4 22.6 PROGRAM PARTICIPANT's funds shall not be commingled with  
5 CONTRACTOR's funds or petty cash and CONTRACTOR shall release the entire balance of the  
6 savings account to PROGRAM PARTICIPANT upon exiting the program.

7 22.7 CONTRACTOR shall release all funds to PROGRAM PARTICIPANT in the form  
8 of a check less any charges for damages, repairs and/or late fees, in a timely manner for  
9 PROGRAM PARTICIPANT to secure new housing, prior to PROGRAM PARTICIPANT exiting  
10 the program.

11 22.8 Personal items shall be the property of each PROGRAM PARTICIPANT who shall  
12 take their clothing with them upon exiting the program. If this is not possible, all clothing shall  
13 immediately be stored separately and securely for each individual PROGRAM PARTICIPANT  
14 by CONTRACTOR for a period of thirty (30) days.

15 23. HANDLING COMPLAINTS

16 23.1 CONTRACTOR shall develop, operate, and maintain formal and time sensitive  
17 procedures for receiving, investigating, and responding to complaints.

18 23.2 CONTRACTOR shall identify complaints with potential legal implications and  
19 consult with ADMINISTRATOR prior to responding to these complaints.

20 23.3 CONTRACTOR shall provide a monthly report to ADMINISTRATOR, in a format  
21 approved by ADMINISTRATOR, a summary of all complaints, including CONTRACTOR's  
22 response to all complaints.

23 24. CONTRACTOR PERFORMANCE MONITORING

24 24.1 CONTRACTOR's performance will be monitored and reviewed by  
25 ADMINISTRATOR's staff who will conduct reviews as part of ongoing evaluation of  
26 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in  
27 providing the information necessary for performance monitoring.

28 24.2 ADMINISTRATOR may use a variety of inspection methods to evaluate

1 CONTRACTOR's performance, including, but not limited to, the following:

2 24.2.1 Inspection of CONTRACTOR's cases and applicable data reports to  
3 ensure compliance with the outcomes as stated in this Agreement.

4 24.2.2 Random sampling of program activities including a review of case files  
5 as deemed necessary.

6 24.2.3 Activity checklists and random observations.

7 24.2.4 Inspection of output items on a periodic basis as deemed necessary.

8 24.2.5 COUNTY computer data system reports.

9 24.2.6 PROGRAM PARTICIPANT and PROGRAM APPLICANT  
10 complaints and/or questionnaires.

11 24.3 When it is determined that services have not been performed in accordance with  
12 this Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may  
13 require a corrective action plan. CONTRACTOR shall, within the time period specified in any  
14 such corrective action plan, remedy the performance defects. This subparagraph does not limit the  
15 COUNTY's ability to terminate this Agreement pursuant to Paragraph 40.

16 24.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the  
17 information necessary for performance monitoring, and with authorized State or federal  
18 representatives who may audit program services.

19 24.5 Performance evaluation meetings will be conducted as deemed necessary by  
20 ADMINISTRATOR.

21 25. STAFF TRAINING:

22 25.1 CONTRACTOR shall provide direct service staff with a minimum of one (1) hour  
23 of individual supervision per week, two (2) hours of group supervision per month, and ensure that  
24 direct service staff complete six (6) hours of training per quarter in child abuse and adolescent  
25 issues and other topics related to program delivery (e.g., human development, substance use,  
26 reproductive health, etc.).

27 25.2 CONTRACTOR shall participate in training(s) that COUNTY determines to be  
28 mandatory, including, but not limited to, annual Child Abuse and Dependent/Elder Abuse



1 Reporting trainings.

2 25.3 CONTRACTOR shall conduct subsequent training(s) for its staff, and shall:

3 25.3.1 Provide ongoing staff training and assistance to its staff to ensure that  
4 all assignments are effectively handled.

5 25.3.2 Develop a training program to educate its staff on the characteristics of  
6 the PROGRAM PARTICIPANTS placed in the THP-Plus/THPP-NMD program.

7 25.3.3 Ensure that its staff will participate in trauma informed training and  
8 engage in trauma informed practice accordingly.

9 25.3.4 Ensure that its staff, as described in this Exhibit A, receive training in  
10 understanding cultural differences among groups of PROGRAM PARTICIPANTS and  
11 PROGRAM APPLICANTS, and recognizes and effectively intervenes to overcome any language  
12 and/or cultural barriers to employment that may be evident.

13 25.3.5 Maintain a log of in-house training activities and CONTRACTOR  
14 participants in compliance with Title 22 Regulations. This log shall be made available to  
15 ADMINISTRATOR upon request.

16 26. STAFFING REQUIREMENTS

17 26.1 CONTRACTOR staff must meet the requirements set forth in Title 22 Regulations.

18 26.2 All services must be linguistically and culturally responsive to the PROGRAM  
19 PARTICIPANTS and PROGRAM APPLICANTS served. Although English is the predominant  
20 language spoken, there are PROGRAM PARTICIPANTS and PROGRAM APPLICANTS  
21 whose primary language is not English (e.g., Spanish or Vietnamese).

22 26.3 All direct service staff shall speak, read, and write in English, with the ability to  
23 prepare clear, complete, concise written and verbal reports in English.

24 26.4 Bilingual Direct Service staff shall speak, read, and write the specified second  
25 language (e.g., Spanish or Vietnamese) in which services are to be delivered and shall be available  
26 to provide such services to PROGRAM PARTICIPANTS and PROGRAM APPLICANTS.

27 26.5 Bilingual staffing ratios shall be maintained in accordance with the language needs  
28 of PROGRAM PARTICIPANTS and PROGRAM APPLICANTS.

1                   26.5.1     Possess a valid California State driver’s license with acceptable driving  
2 record as determined by CONTRACTOR’s insurance carrier and verified clearance from the  
3 California Department of Motor Vehicle.

4                   26.5.2     The Case Manager position and functions shall be separate and distinct  
5 from other positions.

6     27.     STAFF

7             CONTRACTOR shall provide the following staff positions:

8     27.1   Program Supervisor (1:00 FTE):

9             Duties:

10            27.1.1    Recruit, hire and train staff.

11            27.1.2    Conduct interview and screening of referred PROGRA APPLICANTS.

12            27.1.3    Provide weekly and monthly supervision to staff.

13            27.1.4    Conduct ongoing staff evaluations.

14            27.1.5    Submit all reports as requested by ADMINISTRATOR.

15            27.1.6    Be on-call twenty-four (24) hours per day, seven (7) days per week.

16            27.1.7    Maintain collaborative relationships with community partner agencies  
17 and COUNTY staff.

18             Qualifications:

19            27.1.8    Master’s degree in social work, psychology, counseling, or related field  
20 from an accredited college or university, and a minimum of two (2) years of progressively  
21 responsible social work casework experience in a public or private organization working with  
22 transitional age youth sixteen (16) to twenty four (24) years of age; or, Bachelor’s degree in social  
23 work, psychology, counseling, or related field from an accredited college or university, and a  
24 minimum of five (5) years of progressively responsible social work casework experience in a  
25 public or private organization working with transitional age youth sixteen (16) to twenty four (24)  
26 years of age.

27            27.1.9    Must be at least twenty-four (24) years of age.

28            27.1.10   Minimum of four (4) years of experience working with transitional aged

1 youth in a residential setting in a management role.

2 27.1.11 Minimum of two (2) years of experience in assigning and monitoring of  
3 other's work.

4 27.1.12 Must possess a basic understanding of adolescent and child abuse  
5 issues, human development and trauma informed care.

6 27.2 Case Manager (FTE ratio defined in Subparagraph 9.6):

7 Duties:

8 27.2.1 Participate in program development.

9 27.2.2 Facilitate application and intake process.

10 27.2.3 Assist PROGRAM PARTICIPANTS through the move-in and  
11 orientation process.

12 27.2.4 Attend weekly THP-Plus staff meeting and community building THP-  
13 Plus PROGRAM PARTICIPANT meetings and/or as directed by ADMINISTRATOR.

14 27.2.5 Facilitate monthly support group meetings.

15 27.2.6 Implement PROGRAM PARTICIPANTS 's Needs and Services Plan as  
16 devised by the team.

17 27.2.7 Support each PROGRAM PARTICIPANT in developing and meeting  
18 the TILP goals.

19 27.2.8 Coordinate the transportation of each PROGRAM PARTICIPANT to  
20 medical appointments and any emergencies as needed.

21 27.2.9 Maintain accurate records and reports on a daily basis (e.g., intake  
22 information, personal logs, treatment notes, staff communication log, termination assessment,  
23 incident and runaway reports, behavioral health contacts).

24 27.2.10 Match PROGRAM PARTICIPANTS with an adult volunteer mentor  
25 when appropriate.

26 27.2.11 Supervise adult volunteer mentors.

27 27.2.12 Be on-call twenty-four (24) hours per day, seven (7) days per week.

28 27.2.13 Coordinate after-care support for PROGRAM PARTICIPANTS.

1 27.2.14 Maintain monthly contact with representatives of all involved agencies.

2 Qualifications:

3 27.2.15 Bachelor's degree in social work, psychology, human services, or a  
4 related field from an accredited college or university.

5 27.2.16 Must be at least twenty-four (24) years of age.

6 27.2.17 Minimum of three (3) years of experience working with transitional  
7 aged youth in a residential setting.

8 27.2.18 Minimum of two (2) years of experience working in a human services  
9 field.

10 27.2.19 Minimum of one (1) year of experience in crisis intervention.

11 27.2.20 Must possess a basic understanding of adolescent and child abuse  
12 issues, human development and trauma informed care.

13 27.3 Education Specialist (Minimum of 0.50 FTE):

14 Duties

15 27.3.1 Meet with all PROGRAM PARTICIPANTS and provide educational  
16 guidance.

17 27.3.2 Follow up with PROGRAM PARTICIPANT's on a monthly basis to  
18 advise and monitor their progress.

19 27.3.3 Partner with foster youth services and the educational and vocational  
20 systems to ensure that PROGRAM PARTICIPANTS pursuing a High School diploma, GED, or  
21 High School Proficiency Certificate are receiving the support they need to succeed.

22 27.3.4 Provide technical assistance with college or post-secondary education  
23 applications, enrollment processes, financial aid, scholarships, etc.

24 27.3.5 Organize school tours and interviews.

25 27.3.6 Ensure that a vocational assessment is completed and discussed with the  
26 PROGRAM PARTICIPANT two-times per week when PROGRAM PARTICIPANTS are  
27 unemployed and one-time per week when PROGRAM PARTICIPANTS are employed.

28 27.3.7 Maintain accurate records and reports on a daily basis (e.g., educational

1 needs, follow up services, achievements, etc.).

2 27.3.8 Maintain monthly contact with representatives of all involved agencies.

3 Qualifications:

4 27.3.9 Bachelor's degree in social work, psychology, human services or related  
5 field from an accredited college or university, and two (2) years of experience working in a human  
6 services field.

7 27.3.10 Must be at least twenty-one (21) years of age.

8 27.3.11 Must possess an understanding of educational and vocational resources  
9 available to PROGRAM PARTICIPANTS as well as how to access these resources.

10 27.4 Housing Advocate Specialist (Minimum of 0.50 FTE):

11 Duties:

12 27.4.1 Manage CONTRACTOR's relationship with property managers.

13 27.4.2 Facilitate property maintenance as requested by PROGRAM  
14 PARTICIPANTS.

15 27.4.3 Inspect rental units for move-in, move-out, monthly maintenance  
16 checks for safety and/or damages, emergency maintenance, and in accordance with tenants' rights.

17 Qualifications:

18 27.4.4 Minimum of two (2) years of experience in managing housing,  
19 negotiating and establishing housing leases, and maintaining housing records.

20 27.4.5 Knowledge of federal, State and local fair housing and tenants' rights  
21 laws.

22 27.4.6 Possess good communication skills to facilitate communication  
23 between CONTRACTOR and property managers.

24 27.5 Employment Specialist (Minimum of 0.50 FTE):

25 Duties:

26 27.5.1 Assist PROGRAM PARTICIPANTS with job readiness training and  
27 support including referrals One-Stop Centers, mentor programs and other appropriate employment  
28 resources.

1                   27.5.2     Assist PROGRAM PARTICIPANTS in obtaining employment and  
2 build their employment skills in order to retain their jobs.

3                   27.5.3     Coach PROGRAM PARTICIPANTS on job applications, résumé  
4 writing, and interviewing skills.

5                   27.5.4     Identify any barriers to employment and evaluate the need for referrals  
6 to other service contractors in the community to secure and maintain employment.

7                   27.5.5     Monitor progress and maintain accurate records and reports as needed  
8 (e.g., training sessions, interviews, hours worked, etc.).

9                   Qualifications:

10                  27.5.6     Bachelor's degree in social work, psychology, human services, or  
11 related field from an accredited college or university, with a minimum of two (2) years of  
12 experience working in a human services field.

13                  27.5.7     Must be at least twenty-one (21) years of age.

14                  27.5.8     Possess a basic understanding of adolescent and child abuse issues,  
15 human development, and trauma informed care as it applies to adolescent and PROGRAM  
16 PARTICIPANTS behavior.

17                  27.5.9     Possess a basic understanding of the behaviors necessary for  
18 PROGRAM PARTICIPANTS to secure and maintain employment.

19                  27.5.10    Possess a basic understanding of employment law and/or the ability to  
20 refer PROGRAM PARTICIPANTS to the appropriate resources.

21                  27.6     Adult Volunteer Mentor:

22                   Duties:

23                  27.6.1     Commit to working with PROGRAM PARTICIPANTS throughout  
24 their participation in the program, and for a minimum of six (6) months after exiting the program.

25                  27.6.2     Provide assistance and support to PROGRAM PARTICIPANTS for  
26 interpersonal and social skills

27                  27.6.3     Increase PROGRAM PARTICIPANT's awareness of resources  
28 available to them in and around their community.

Qualifications:

27.6.4 Minimum of one (1) year of experience working with at-risk transitional age youth.

27.6.5 Must possess an awareness of human development and stage- of-life issues.

27.6.6 Must participate in a volunteer training.

27.6.7 Must attend mentor orientation for the program policies and procedures of the THP-Plus/THPP-NMD program, and to obtain an understanding of the mentor/ PROGRAM PARTICIPANT relationship, mentor/coaching roles and expectations, boundary issues, and PROGRAM PARTICIPANT's background.

27.6.8 Satisfy background checks and clearances consistent with Subparagraph 25.4 and Subparagraph 25.5 of this Agreement, and a Department of Motor Vehicles clearance.

27.6.9 Must provide two (2) good references verified by CONTRACTOR prior to having any contact with a PROGRAM PARTICIPANTS.

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