

ATTACHMENT A

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

RITE OF PASSAGE, ADOLESCENT TREATMENT CENTERS AND SCHOOLS INCORPORATED

FOR THE PROVISION OF

HIGH NEEDS YOUTH RESIDENTIAL HOMES SERVICES

TUSTIN FAMILY CAMPUS

THIS AGREEMENT, entered into this 1st day of July 2015, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and RITE OF PASSAGE, ADOLESCENT TREATMENT CENTERS AND SCHOOLS INCORPORATED, a Nevada non-profit corporation, qualified to transact interstate business in the State of California, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of residential care and intensive treatment services; and

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

WHEREAS, such contracts are authorized and provided for pursuant to Section 16501 of the Welfare and Institutions Code;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2015, and terminate on June 30, 2016, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

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4. DESCRIPTION OF SERVICES, STAFFING

4.1 CONTRACTOR agrees to provide those services, facilities, equipment and supplies as described in the Exhibit "A" to the Agreement between County of Orange and Rite of Passage, Adolescent Treatment Centers and Schools Incorporated, for the Provision of High Needs Youth Residential Homes Services Tustin Family Campus, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs.

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

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.

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

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1 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
2 applicable laws and regulations of the United States, State of California,
3 County of Orange Social Services Agency and all administrative regulations,
4 rules and policies adopted thereunder as each and all may now exist or be
5 hereafter amended.

6 5.2.1 For Federally funded Agreements in the amount of \$25,000
7 or more, CONTRACTOR certifies that its officers and/or principals are not
8 debarred or suspended from Federal financial assistance programs and/or
9 activities.

10 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

11 6.1 Delegation and Assignment:

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

21 6.2 Subcontracts:

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

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7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7.1 Form of Business Organization:

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

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

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

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

7.2 Change in Form of Business Organization:

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

8. USE OF COUNTY PROPERTY

8.1 COUNTY intends to permit CONTRACTOR the use of office space, office furniture, and office equipment located at Tustin Family Campus at which CONTRACTOR shall be co-located with COUNTY staff pursuant to this Agreement, as is more particularly set forth in that certain lease or license

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1 agreement described in Subparagraph 8.2, below. As stated in the lease or
2 license agreement, said office space, office furniture, and equipment shall be
3 used solely by employees of CONTRACTOR while performing their assigned duties
4 pursuant to this Agreement. In addition, COUNTY shall have the right to
5 approve any and all CONTRACTOR provided equipment.

6 8.2 CONTRACTOR shall enter into a lease or license agreement with
7 ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute all
8 terms and conditions of said agreement upon ADMINISTRATOR's presentation of
9 said document to CONTRACTOR. Failure to execute the lease or license
10 agreement will result in a breach of this Agreement.

11 9. NON-DISCRIMINATION

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

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

25 9.3 CONTRACTOR shall furnish any and all information requested by
26 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
27 books, records and accounts in order to ascertain CONTRACTOR's compliance with
28 Paragraph 9 et seq.

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1 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
2 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
3 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

4 9.5 Non-Discrimination in Employment:

5 9.5.1 All solicitations or advertisements for employees placed
6 by or on behalf of CONTRACTOR shall state that all qualified applicants will
7 receive consideration for employment without regard to race, religious creed,
8 color, national origin, ancestry, physical disability, mental disability,
9 medical condition, genetic information, marital status, sex, gender, gender
10 identity, gender expression, age, sexual orientation, military and veteran
11 status or any other protected group in accordance with the requirements of all
12 applicable Federal or State laws. Notices describing the provisions of the
13 equal opportunity clause shall be posted in a conspicuous place for employees
14 and job applicants.

15 9.5.2 CONTRACTOR shall refer any and all employees desirous of
16 filing a formal discrimination complaint to:

17 California Department of Social Services

18 Public Inquiry and Response Bureau

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

20 Sacramento, CA 94244-2430

21 Telephone: (800) 952-5253

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

23 9.6 Non-Discrimination in Service Delivery:

24 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
25 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
26 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
27 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
28 the Americans with Disabilities Act of 1990; California Civil Code Section 51

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1 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
2 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
3 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
4 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
5 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
6 Act of 1996; and other applicable Federal and State laws, as well as their
7 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
8 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
9 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
10 now exist or be hereafter amended. CONTRACTOR shall not implement any
11 administrative methods or procedures which would have a discriminatory effect
12 or which would violate the California Department of Social Services (CDSS)
13 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
14 are any violations of this Paragraph, CDSS shall have the right to invoke
15 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
16 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
17 to the appropriate Federal agency for further compliance action and
18 enforcement of Subparagraph 9.6 et seq.

19 9.6.2 CONTRACTOR shall provide any and all clients desirous of
20 filing a formal complaint any and all information as appropriate:

21 9.6.2.1 Pamphlet: "Your Rights Under California
22 Welfare Programs" (PUB 13)

23 9.6.2.2 Discrimination Complaint Form

24 9.6.2.3 Civil Rights Contacts:

25 County Civil Rights Contact:

26 Orange County Social Services Agency

27 Program Integrity

28 Attn: Civil Rights Coordinator

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P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10. NOTICES

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

COUNTY: County of Orange Social Services Agency

Contract Services

500 N. State College Blvd.

Orange, CA 92868

CONTRACTOR: Rite of Passage, Adolescent Treatment Centers and Schools Inc.

2560 Business Parkway, Suite B

Minden, Nevada 89423

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 notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually

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1 agree in writing to change the addresses to which notices are sent.

2 11. NOTICE OF DELAYS

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

8 12. INDEMNIFICATION

9 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
10 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
11 State, COUNTY, and their elected and appointed officials, officers, employees,
12 agents and those special districts and agencies which COUNTY's Board of
13 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
14 any claims, demands or liability of any kind or nature, including but not
15 limited to personal injury or property damage, arising from or related to the
16 services, products or other performance provided by CONTRACTOR pursuant to
17 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
18 court of competent jurisdiction because of the concurrent active negligence of
19 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
20 be apportioned as determined by the court. Neither party shall request a jury
21 apportionment.

22 13. INSURANCE

23 13.1 Prior to the provision of services under this Agreement,
24 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
25 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
26 endorsements required herein, necessary to satisfy COUNTY that the insurance
27 provisions of this Agreement have been complied with, and to keep such
28 insurance coverage and the certificates therefore on deposit with

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

13 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
14 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
15 to the same terms and conditions as set forth herein for CONTRACTOR.

16 13.3 All self-insured retentions (SIRs) and deductibles shall be
17 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
18 apply, indicate this on the Certificate of Insurance with a zero (0) by the
19 appropriate line of coverage. Any self-insured retention (SIR) or deductible
20 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
21 specifically be approved by the County Executive Office (CEO)/Office of Risk
22 Management upon review of CONTRACTOR's current audited financial report.

23 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
24 the full term of this Agreement, COUNTY may terminate this Agreement.

25 13.5 Qualified Insurer:

26 13.5.1 The policy or policies of insurance required herein must
27 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
28 Rating) and VIII (Financial Size Category as determined by the most current

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1 edition of the Best's Key Rating Guide/Property-Casualty/United States or
2 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
3 to do business in the State of California (California Admitted Carrier).

4 13.6 If the insurance carrier does not have an A.M. Best Rating of A-
5 /VIII, the CEO/Office of Risk Management retains the right to approve or
6 reject a carrier after a review of the company's performance and financial
7 rating.

8 13.7 The policy or policies of insurance maintained by CONTRACTOR shall
9 provide the minimum limits and coverage as set forth below:

10 <u>Coverage</u>	11 <u>Minimum Limits</u>
12 Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
13 Automobile Liability including coverage for 14 owned, non-owned and hired vehicles	\$1,000,000 per occurrence
15 Passenger Vehicles up to four (4) passengers, 16 not including the driver	\$1,000,000 per occurrence
17 Passenger Vehicles up to seven (7) 18 passengers, not including the driver	\$2,000,000 per occurrence
19 Passenger Vehicles for eight (8) or more 20 passengers, not including the driver	\$5,000,000 per occurrence
21 Workers' Compensation	Statutory
22 Employer's Liability Insurance	\$1,000,000 per occurrence
23 Professional Liability Insurance	\$1,000,000 per claims 24 made or per occurrence 25 \$1,000,000 aggregate
26 Sexual Misconduct Liability	\$1,000,000 per occurrence

27 13.8 Required Coverage Forms:

28 13.8.1 Commercial General Liability coverage shall be written on

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1 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
2 liability coverage at least as broad.

3 13.8.2 Business Auto Liability coverage shall be written on ISO
4 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
5 coverage at least as broad.

6 13.9 Required Endorsements:

7 13.9.1 Commercial General Liability policy shall contain the
8 following endorsements, which shall accompany the Certificate of Insurance:

9 13.9.1.1 An Additional Insured endorsement using ISO
10 form CG 2010 or CG 2033 or a form at least as broad naming the County of
11 Orange, its elected and appointed officials, officers, employees, agents as
12 Additional Insureds.

13 13.9.1.2 A primary non-contributing endorsement
14 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
15 insurance maintained by the County of Orange shall be excess and non-
16 contributing.

17 13.10 All insurance policies required by this Agreement shall waive all
18 rights of subrogation against the County of Orange, its elected and appointed
19 officials, officers, agents and employees when acting within the scope of
20 their appointment or employment.

21 13.11 The Workers' Compensation policy shall contain a waiver of
22 subrogation endorsement waiving all rights of subrogation against the County
23 of Orange, its elected and appointed officials, officers, agents and
24 employees.

25 13.12 CONTRACTOR shall notify County in writing within thirty (30) days
26 of any policy cancellation and ten (10) days for non-payment of premium and
27 provide a copy of the cancellation notice to County. Failure to provide
28 written notice of cancellation may constitute a material breach of the

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1 contract, upon which the County may suspend or terminate this Agreement.

2 13.13 If CONTRACTOR's Professional Liability policy is a "claims made"
3 policy, CONTRACTOR shall agree to maintain professional liability coverage for
4 two (2) years following completion of this Agreement.

5 13.14 The Commercial General Liability policy shall contain a
6 severability of interests clause also known as a "separation of insureds"
7 clause (standard in the ISO CG 0001 policy).

8 13.15 Insurance certificates should be mailed to COUNTY at the address
9 indicated in Paragraph 10 of this Agreement.

10 13.16 If CONTRACTOR fails to provide the insurance certificates and
11 endorsements within seven (7) days of notification by CEO/County Procurement
12 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

13 13.17 COUNTY expressly retains the right to require CONTRACTOR to
14 increase or decrease insurance of any of the above insurance types throughout
15 the term of this Agreement. Any increase or decrease in insurance will be as
16 deemed by County of Orange Risk Manager as appropriate to adequately protect
17 COUNTY.

18 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
19 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
20 certificates of insurance and endorsements with COUNTY incorporating such
21 changes within thirty (30) days of receipt of such notice, this Agreement may
22 be in breach without further notice to CONTRACTOR, and COUNTY shall be
23 entitled to all legal remedies.

24 13.19 The procuring of such required policy or policies of insurance
25 shall not be construed to limit CONTRACTOR's liability hereunder nor to
26 fulfill the indemnification provisions and requirements of this Agreement, nor
27 act in any way to reduce the policy coverage and limits available from the
28 insurer.

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1 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

2 CONTRACTOR shall report to COUNTY:

3 14.1 Any accident or incident relating to services performed under this
4 Agreement which involves injury or property damage which may result in the
5 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
6 shall be made in writing within twenty-four (24) hours of occurrence.

7 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
8 from or related to services performed by CONTRACTOR under this Agreement.
9 Such report shall be submitted to COUNTY within twenty-four (24) hours of
10 occurrence.

11 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
12 property. Such report shall be submitted to COUNTY within twenty-four (24)
13 hours of occurrence.

14 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
15 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
16 under the term of this Agreement. Such report shall be submitted to COUNTY
17 within twenty-four (24) hours of occurrence.

18 15. CONFLICT OF INTEREST

19 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
20 any actions or conditions that could result in a conflict with the best
21 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
22 agents, relatives, subcontractors, and third parties associated with
23 accomplishing the work hereunder.

24 15.2 CONTRACTOR's efforts shall include, but not be limited to,
25 establishing precautions to prevent its employees or agents from making,
26 receiving, providing, or offering gifts, entertainment, payments, loans, or
27 other considerations which could be deemed to appear to influence individuals
28 to act contrary to the best interests of COUNTY.

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1 16. ANTI-PROSELYTISM PROVISION

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

6 17. SUPPLANTING GOVERNMENT FUNDS

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

16 18. EQUIPMENT

17 18.1 Personal Computer Equipment:

18 No personal computers and/or personal electronic devices, such as
19 tablets and laptop computers, or any component thereof may be purchased with
20 funds provided under this Agreement.

21 19. BREACH SANCTIONS

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

27 19.1 Afford CONTRACTOR a time period within which to cure the breach,
28 which period shall be established by ADMINISTRATOR; and/or

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1 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
2 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
3 later recovery; and/or

4 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
5 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

8 20. PAYMENTS

9 20.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR
10 monthly in arrears, the rate of reimbursement for the services provided under
11 this Agreement, as established by the State of California, as stated in CDSS
12 Manual of Policies and Procedures, Division 11, Chapter 11-425.1. Payments
13 shall accrue from the date a Youth/NMD is placed and terminate on the date
14 before the Youth/NMD is discharged, removed, runs away, or otherwise leaves
15 the TFC. No payment shall accrue to CONTRACTOR if the Youth/NMD is placed in
16 and removed from the TFC and placed in another facility on the same day, i.e.,
17 the Youth/NMD must spend the night in the TFC before payment will accrue.

18 20.2 It is mutually understood that CDSS determines CONTRACTOR's Rate
19 Classification Level (RCL) and sets a corresponding rate using the
20 standardized schedule of rates specified in Welfare and Institutions Code
21 (WIC) Section 11462(f), (g), and (h). CONTRACTOR's RCL is determined using
22 points resulting from the total number of eligible weighted hours per child
23 per month of Child Care Service, Social Work Activities, and Mental Health
24 Treatment Services, divided by ninety (90) percent of the CONTRACTOR's
25 licensed capacity. The total number of points determines the CONTRACTOR's
26 RCL.

27 20.3 CONTRACTOR shall be classified at RCL 12 only if CONTRACTOR
28 generates the requisite number of points for RCL 12, only accepts Youth/NMD

ATTACHMENT A

1 with special treatment needs, as determined through the assessment process in
2 Section 11462.01 of the WIC, and has as part of their program measurable
3 performance standards developed by COUNTY.

4 20.4 CONTRACTOR shall submit to CDSS a completed rate application for
5 each program on a biennial basis according to a schedule determined by CDSS,
6 in accordance with WIC Section 11462 (a) (3) (A).

7 20.5 Upon prior written approval of Youth's/NMD's County Social Worker,
8 COUNTY may continue to pay for residential care for up to fourteen (14) days
9 when a Youth/NMD leaves the TFC prior to the planned discharge date (e.g.,
10 runaway) if CONTRACTOR has agreed to take the Youth/NMD back immediately upon
11 notice during the period of continued payment.

12 20.6 CONTRACTOR shall provide written notice to the Orange County
13 Foster Care Eligibility Team immediately, and no later than within thirty (30)
14 days of the receipt of a payment for an Orange County placement, which is
15 inconsistent with the period of placement and results in an overpayment or an
16 underpayment. The overpayment or underpayment shall be identified by the
17 Youth's/NMD's name, case number, caseload number, and the amount of
18 underpayment or overpayment.

19 21. OVERPAYMENTS

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

ATTACHMENT A

1 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
2 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
3 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
4 COUNTY necessary to enforce the provisions set forth in this Paragraph.

5 22. OUTSTANDING DEBT

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

9 23. MEDICAL COSTS

10 23.1 It is anticipated that any medical costs for Youth/NMD placed by
11 COUNTY under this Agreement shall be paid by the State Medi-Cal program during
12 such periods as the Youth/NMD is eligible for health care services under that
13 program.

14 23.2 If the Youth/NMD is ineligible for Medi-Cal services, CONTRACTOR
15 shall notify Youth's/NMD's County Social Worker and specify the medical
16 treatment needed and approximate cost. Except in emergencies, authorization
17 by the County Social Worker must be obtained prior to incurring any medical
18 expenses not covered by Medi-Cal. COUNTY may pay for medical services, in
19 accordance with COUNTY procedure, if such services are deemed necessary by
20 COUNTY and Medi-Cal rejects coverage. COUNTY shall reimburse based on Medi-
21 Cal rates

22 23.3 CONTRACTOR shall be responsible for controlling the use of each
23 Youth's/NMD's Medi-Cal proof-of-eligibility card.

24 24. FINAL REPORT

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

ATTACHMENT A

1 to modify the date upon which the final report must be submitted.

2 25. RECORDS, INSPECTIONS AND AUDITS

3 25.1 Financial Records:

4 25.1.1 CONTRACTOR shall prepare and maintain accurate and
5 complete financial records. Financial records shall be retained, by
6 CONTRACTOR, for a minimum of five (5) years from the date of final payment
7 under this Agreement or until all pending COUNTY, State and Federal audits are
8 completed, whichever is later.

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

14 25.2 Client Records:

15 25.2.1 CONTRACTOR shall prepare and maintain accurate and
16 complete records of clients served and dates and type of services provided
17 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

18 25.2.2 All client records related to services provided under the
19 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
20 (5) years from the date of final payment under this Agreement or until all
21 pending COUNTY, State and Federal audits are completed, whichever is later.
22 Notwithstanding anything to the contrary, upon termination of this Agreement,
23 CONTRACTOR shall relinquish control with respect to client records to COUNTY
24 in accordance with Subparagraph 42.2.

25 25.2.3 COUNTY may refuse payment for a claim if client records
26 are determined by COUNTY to be incomplete or inaccurate. In the event client
27 records are determined to be incomplete or inaccurate after payment has been
28 made, COUNTY may treat such payment as an overpayment within the provisions of

ATTACHMENT A

1 this Agreement.

2 25.3 Public Records:

3 With the exception of client records or other records referenced
4 in Paragraph 31, entitled Confidentiality, all records, including but not
5 limited to, reports, audits, notices, claims, statements and correspondence,
6 required by this Agreement may be subject to public disclosure. COUNTY will
7 not be liable for any such disclosure.

8 25.4 Inspections and Audits:

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

19 25.4.2 CONTRACTOR shall make its books and financial records
20 available within the borders of Orange County within ten (10) days of receipt
21 of written demand by ADMINISTRATOR.

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

26 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
27 COUNTY's liability to the State or Federal government or any agency thereof
28 resulting from any disallowances or other audit exceptions to the extent that

ATTACHMENT A

1 such liability is attributable to CONTRACTOR's failure to perform under this
2 Agreement.

3 25.5 Evaluation Studies:

4 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
5 research and/or evaluative studies designed to show the effectiveness and/or
6 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
7 project.

8 26. PERSONNEL DISCLOSURE

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

14 26.1.1 Names of all full or part-time personnel by title,
15 including volunteer personnel, whose direct services are required to provide
16 the programs described herein;

17 26.1.2 A brief description of the functions of each position and
18 the hours each person works each week; or for part-time personnel, each day or
19 month, as appropriate;

20 26.1.3 The professional degree, if applicable, and experience
21 required for each position; and

22 26.1.4 The language skill, if applicable, for all personnel.

23 26.2 CONTRACTOR's employment applications shall require applicants to
24 provide detailed information regarding the conviction of a crime by any court,
25 for offenses other than minor traffic offenses. Information not disclosed in
26 the employment application discovered subsequent to the hiring or promotion of
27 any applicant shall be cause for termination of that employee from the
28 performance of services under this Agreement.

ATTACHMENT A

1 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
2 COUNTY, criminal record background checks on all employees and/or volunteers
3 who will provide services under this Agreement. Candidates will satisfy
4 background checks consistent with and comparable to those required for COUNTY
5 employees.

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

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

26 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
27 staff performing work hereunder and any proposed changes in CONTRACTOR's
28 staff.

ATTACHMENT A

1 26.7 COUNTY shall have the right to require CONTRACTOR to remove any
2 employee from the performance of services under this Agreement. At the
3 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

4 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
5 terminated for cause from working on this Agreement.

6 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
7 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
8 work in accordance with the terms and conditions of this Agreement.

9 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

27 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

28 28.1 In order to comply with child support enforcement requirements of

ATTACHMENT A

COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

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

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

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

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, volunteers, consultants, or agents performing services under this Agreement report child abuse or neglect to one of the

ATTACHMENT A

1 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
2 abuse as defined in Section 15610.07 of the WIC to one of the agencies
3 specified in WIC Section 15630. CONTRACTOR shall require such employee,
4 volunteer, consultant or agent to sign a statement acknowledging the child
5 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
6 Penal Code and the dependent adult and elder abuse reporting requirements as
7 set forth in Section 15630 of the WIC and will comply with the provisions of
8 these code sections as they now exist or as they may hereafter be amended.

9 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

15 31. CONFIDENTIALITY

16 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
17 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
18 and all other provisions of law, and regulations promulgated thereunder
19 relating to privacy and confidentiality, as each may now exist or be hereafter
20 amended.

21 31.2 All records and information concerning any and all persons
22 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
23 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
24 volunteers. CONTRACTOR shall require all of its employees, agents,
25 subcontractors and volunteer staff who may provide services for CONTRACTOR
26 under this Agreement to sign an agreement with CONTRACTOR before commencing
27 the provision of any such services, to maintain the confidentiality of any and
28 all materials and information with which they may come into contact, or the

ATTACHMENT A

1 identities or any identifying characteristics or information with respect to
2 any and all participants referred to CONTRACTOR by COUNTY, except as may be
3 required to provide services under this Agreement or to those specified in
4 this Agreement as having the capacity to audit CONTRACTOR, and as to the
5 latter, only during such audit. CONTRACTOR shall comply with any audits
6 specified in Paragraph 25, provide reports and any other information required
7 by COUNTY in the administration of this Agreement, and as otherwise permitted
8 by law.

9 31.3 CONTRACTOR shall inform all of its employees, agents,
10 subcontractors, volunteers and partners of this provision and that any person
11 violating the provisions of said State law may be guilty of a crime.

12 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
13 be subject to the confidentiality requirements of this Agreement.

14 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
15 with respect to Juvenile Court matters, in accordance with WIC Section 827,
16 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
17 regarding Confidentiality, as it now exists or may hereafter be amended.

18 31.5.1 No access, disclosure or release of information regarding
19 a child who is the subject of Juvenile Court proceedings shall be permitted
20 except as authorized. If authorization is in doubt, no such information shall
21 be released without the written approval of a Judge of the Juvenile Court.

22 31.5.2 CONTRACTOR must receive prior written approval of the
23 Juvenile Court before allowing any Youth/NMD to be interviewed, photographed
24 or recorded by any publication or organization or to appear on any radio,
25 television or internet broadcast or make any other public appearance. Such
26 approval shall be requested through Youth/NMD's County Social Worker.

27 32. COPYRIGHT ACCESS

28 The U.S. Department of Health and Human Services, the CDSS, and COUNTY

ATTACHMENT A

1 will have a royalty-free, nonexclusive and irrevocable license to publish,
2 translate, or use, now and hereafter, all material developed under this
3 Agreement including those covered by copyright.

4 33. WAIVER

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

13 34. PUBLICITY

14 34.1 Information and solicitations, prepared and released by
15 CONTRACTOR, concerning the services provided under this Agreement shall state
16 that the program, wholly or in part, is funded through COUNTY, State and
17 Federal government funds.

18 34.2 CONTRACTOR shall not disclose any details in connection with this
19 Agreement to any person or entity except as may be otherwise provided
20 hereunder or required by law. However, in recognizing CONTRACTOR's need to
21 identify its services and related clients to sustain itself, COUNTY shall not
22 inhibit CONTRACTOR from publishing its role under this Agreement within the
23 following conditions:

24 34.2.1 CONTRACTOR shall develop all publicity material in a
25 professional manner; and

26 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
27 and shall not authorize another to, publish or disseminate any commercial
28 advertisements, press releases, feature articles, or other materials using the

ATTACHMENT A

1 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
2 unreasonably withhold written consent.

3 35. COUNTY RESPONSIBILITIES

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

6 36. REFERRALS

7 CONTRACTOR shall provide services to individuals referred by
8 ADMINISTRATOR.

9 37. REPORTS

10 37.1 CONTRACTOR shall provide information deemed necessary by
11 ADMINISTRATOR to complete any State-required reports related to the services
12 provided under this Agreement.

13 37.2 CONTRACTOR shall maintain records and submit reports containing
14 such data and information regarding the performance of CONTRACTOR's services,
15 costs or other data relating to this Agreement, as may be requested by
16 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
17 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

18 38. ENERGY EFFICIENCY STANDARDS

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

22 39. ENVIRONMENTAL PROTECTION STANDARDS

23 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
24 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
25 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
26 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
27 may now exist or be hereafter amended. Under these laws and regulations,
28 CONTRACTOR assures that:

ATTACHMENT A

1 39.1 No facility to be utilized in the performance of the proposed
2 grant has been listed on the EPA List of Violating Facilities;

3 39.2 It will notify COUNTY prior to award of the receipt of any
4 communication from the Director, Office of Federal Activities, U.S. EPA,
5 indicating that a facility to be utilized for the grant is under consideration
6 to be listed on the EPA List of Violating Facilities; and

7 39.3 It will notify COUNTY and EPA about any known violation of the
8 above laws and regulations.

9 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
10 FEDERAL TRANSACTIONS

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

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

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

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

ATTACHMENT A

1 connection with the awarding of any Federal contract, the making of any
2 Federal grant, the making of any Federal loan, the entering into of any
3 cooperative agreement, and the extension, continuation, renewal, amendment or
4 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

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

23 41. POLITICAL ACTIVITY

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

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ATTACHMENT A

1 42. TERMINATION PROVISIONS

2 42.1 Either party may terminate this Agreement without penalty
3 immediately with cause or after thirty (30) days written notice without cause,
4 unless otherwise specified. Notice shall be deemed served on the date of
5 mailing. Cause shall be defined as any breach of contract, any
6 misrepresentation or fraud on the part of CONTRACTOR. Exercise by either
7 party of the right to terminate this Agreement shall relieve both parties of
8 all further obligations under this Agreement, except as described in Paragraph
9 1.

10 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to
11 cooperate with ADMINISTRATOR in the orderly transfer of service
12 responsibilities, active case records, and pertinent documents.

13 42.3 The obligations of COUNTY under this Agreement are contingent upon
14 the availability of Federal and/or State funds, as applicable, for the
15 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
16 for the services hereunder in the budget approved by the Orange County Board
17 of Supervisors each fiscal year this Agreement remains in effect or operation.
18 In the event that such funding is terminated or reduced, ADMINISTRATOR may
19 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
20 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
21 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
22 notification of such determination. CONTRACTOR shall immediately comply with
23 ADMINISTRATOR's decision.

24 42.4 If any provision of this Agreement or the application thereof is
25 held invalid, the remainder of this Agreement shall not be affected thereby.

26 43. GOVERNING LAW AND VENUE

27 This Agreement has been negotiated in the State of California and shall
28 be governed by and construed under the laws of the State of California. In

ATTACHMENT A

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

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ATTACHMENT A

1 44. SIGNATURE IN COUNTERPARTS

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

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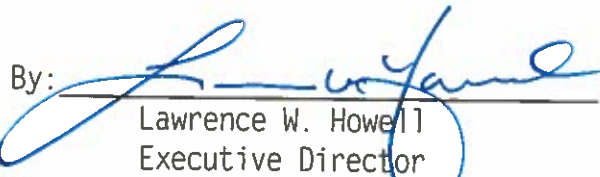
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ATTACHMENT A

WHEREFORE, the parties hereto have executed this Agreement.

By: 
Lawrence W. Howell
Executive Director
Rite of Passage, Adolescent
Treatment Centers and Schools Incorporated

By: _____
Chairman of the Board of Supervisors
County Of Orange, California

Dated: 6.01.15

Dated: _____

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

Robin Stieler
Interim Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
Deputy

Dated: _____

ATTACHMENT A

WHEREFORE, the parties hereto have executed this Agreement.

By: _____ By: _____
Lawrence W. Howell Chairman of the Board of Supervisors
Executive Director County Of Orange, California
Rite of Passage, Adolescent
Treatment Centers and Schools Incorporated

Dated: _____ Dated: _____

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

Robin Stieler
Interim Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: *[Signature]*
Deputy

Dated: 6/1/15

ATTACHMENT A

EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

RITE OF PASSAGE, ADOLESCENT TREATMENT CENTERS AND SCHOOLS INCORPORATED

FOR THE PROVISION OF

HIGH NEEDS YOUTH RESIDENTIAL HOMES SERVICES

TUSTIN FAMILY CAMPUS

1.
1. POPULATION TO BE SERVED

CONTRACTOR shall provide residential care and intensive treatment services at the Tustin Family Campus (TFC) to Youth/Non-Minor Dependents (NMD) referred to CONTRACTOR by ADMINISTRATOR pursuant to the terms and conditions set forth herein, in accordance with the Youth's/NMD's Admission Agreement and CONTRACTOR's Program Statement approved by the State of California Community Care Licensing Division (CCLD) and incorporated herein by reference, as it currently exists or may hereafter be amended. The population to be served shall hereinafter be referred to as "Youth/NMD" and shall include:

1.1 Youth, twelve (12) to eighteen (18) years of age that are child welfare dependents of the Orange County Juvenile Court or have dual status jurisdiction pursuant to WIC Section 241.1; and

1.2 NMDs, eighteen (18) to twenty-one (21) years of age, as defined by WIC Section 11400.(v)(1)(2)(3), that are child welfare dependents of the Orange County Juvenile Court or have dual status jurisdiction pursuant to WIC Section 241.1 and have an open SSA case.

1.3 These Youth and NMDs would otherwise be placed in a group home

ATTACHMENT A

1 licensed by CCLD at Rate Classification Level (RCL) 12.

2 2. REFERRALS

3 2.1 It is mutually understood that the two (2) High Needs Youth
4 residential homes combined shall serve up to twelve (12) Youth/NMDs at any
5 given time, with up to six (6) Youth/NMDs in each home. One (1) home shall
6 house male Youth and NMDs, and the other home shall house female Youth and
7 NMDs as defined in Paragraph 1 of this Exhibit A.

8 2.2 It is mutually understood that no minimum number of placement
9 referrals is guaranteed, expressed or implied, under this Agreement.
10 CONTRACTOR agrees to provide services regardless of the quantity of placement
11 referrals received. The County of Orange Social Services Agency (SSA) shall
12 be the sole source for all referrals for placements to the High Needs Youth
13 Residential Homes Services Program and SSA will be the lead agency for
14 Youth/NMDs with dual status jurisdiction.

15 2.3 Referrals and placement of Youth/NMDs by ADMINISTRATOR may be
16 negotiable between ADMINISTRATOR and CONTRACTOR, on a case-by-case basis,
17 depending upon COUNTY's placement needs and referrals that do not conflict
18 with the CCLD approved Program Statement of CONTRACTOR.

19 2.4 CONTRACTOR shall provide services requested by ADMINISTRATOR for
20 the referrals received until Youth/NMDs are ready to transition from the TFC
21 to a lower level of care; reunify with their parent(s); are placed with
22 relatives or non-relative extended family member (NREFM); placed in a foster
23 home, Foster Family Agency (FFA); or enter a Transitional Housing Placement
24 Program (THPP) or Transitional Housing Placement-Plus Program (THP+),
25 Transitional Housing Placement-Plus Foster Care Program (THP+FC), or
26 Transitional Housing Placement-Plus (THP+) Host Family Services; or
27 emancipate.

28 ///

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3. CONTRACTOR'S PROGRAM STATEMENT

3.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised Program Statement as submitted to the CDSS and/or CCLD, or upon ADMINISTRATOR's request, subsequent to the execution of this Agreement. The provisions of the revised Program Statement shall supersede the provisions contained in the previous Program Statement submitted to ADMINISTRATOR to the extent they conflict.

4. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

4.1 GOALS

CONTRACTOR shall facilitate the process for Youth/NMDs to achieve and demonstrate long-term sustainable behavioral and emotional change with the intent of successfully transitioning to a lower level of care; reunify with their parent(s); get placed with relatives or NREFM or in a foster home or FFA; or enter a THPP, THP+, THP+FC, or THP+ Host Family Services; or emancipate.

4.2 STRATEGIES

CONTRACTOR shall provide the essential treatment and services needed to stabilize the Youth's/NMD's behavior in order to reduce time in group home care; to allow the Youth/NMD to live and learn successfully in the home, classroom, and community; to achieve a successful placement; and to provide the Youth/NMD with skills to become a self-sufficient adult.

4.3 OUTCOME OBJECTIVES

CONTRACTOR shall meet, at minimum, the following step-down plans and outcomes:

4.3.1 Transitional planning shall commence within the first thirty (30) days of placement by setting goals towards transitioning to a lower level of care. Monthly evaluations will be completed thereafter, with the expectation to complete the plan within nine (9) to twelve (12) months of

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1 placement; and

2 4.3.2 Youth/NMD shall obtain and demonstrate a sustainable and
3 increased level of functioning within twelve (12) months to successfully
4 transition and be maintained in a lower level of care.

5 4.3.3 If it is deemed that the Youth/NMD will not be ready to
6 transition to a lower level of care upon the twelfth (12th) month of placement
7 or the Youth's/NMD's three hundred sixty-fifth (365th) day in group home care,
8 CONTRACTOR shall:

9 4.3.3.1 Provide notice and justification to the
10 County Social Worker to request an extension of services; and

11 4.3.3.2 Ensure additional evaluations will be
12 completed every one hundred eighty (180) days thereafter, in collaboration
13 with County Social Worker and Treatment Team, defined as a collaborative team
14 consisting of ADMINISTRATOR and CONTRACTOR who confer for decision making
15 purposes, to determine transition planning or the need for continued group
16 home care.

17 5. SERVICES TO BE PROVIDED

18 CONTRACTOR shall:

19 5.1 Possess an understanding of the responsibilities, objectives, and
20 requirements of COUNTY in regard to the care and treatment of Youth/NMDs in
21 order to engage them and shall work collaboratively with ADMINISTRATOR to
22 deliver strength-based, family-friendly, and family-centered treatment
23 services that address the needs of Youth/NMDs.

24 5.2 Provide services ordered by the Orange County Juvenile Court or as
25 determined by the Needs and Services Plan described in Subparagraph 12.2 of
26 this Exhibit A.

27 5.3 Accept placement of all Youth/NMDs referred by ADMINISTRATOR as
28 described in Subparagraph 2.2 and 2.3 of this Exhibit A.

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1 5.4 Attend all Team Decision Making (TDM) meetings, defined as a group
2 process facilitated by CFS staff to make decisions critical to a Youth's/NMD's
3 well-being including but not limited to, decisions to separate a Youth/NMD
4 from his/her family, reunify with the family, or to change a placement.

5 5.5 Maintain placement of Youth/NMD until the Treatment Team, in
6 conjunction with the outcome of a TDM meeting determines that:

7 5.5.1 The Youth/NMD has achieved all therapeutic and Treatment
8 Plan goals and is ready for reunification, transition, or placement to a lower
9 level of care; and

10 5.5.2 An alternate treatment or placement plan is assessed or
11 required to more effectively meet the needs of the Youth/NMD and such
12 alternative transition and placement plan is in place.

13 5.6 Participate in critical decision points including, but not limited
14 to, intake, placement, development of Needs and Services Plans, Individualized
15 Treatment Plans (ITPs), social work activities, discharge, and aftercare
16 planning.

17 5.7 Work toward transition and termination of placement on a
18 continuous planned basis through ongoing staffings, as indicated in the
19 Youth's/NMD's permanency plan with maximum participation of the Youth's/NMD's
20 parent(s), relatives, significant relationship connections, important persons,
21 Treatment Team, and County Social Worker as deemed appropriate.

22 5.8 Provide a home-like atmosphere and environment while providing
23 services with a concerted effort to prepare Youth/NMD to transition to a lower
24 level of care; reunify with their parent(s); get placed with relatives or
25 NREFM; or in a foster home or FFA; or enter a THPP, THP+, THP+FC, or THP+ Host
26 Family Services; or emancipate.

27 5.9 Assist each Youth/NMD in developing a plan to promote healthy and
28 positive face-to-face contacts with a social support network (including

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1 parent(s), relatives, significant relationship connections, important persons,
2 NREFM, peers, etc.) that will provide patterns of nurturance and a sense of
3 belonging in working towards a plan of permanency.

4 5.10 Provide a Houseparent model and/or twenty-four hours/seven days
5 per week (24/7) awake "on-duty" staff residential treatment program for the
6 service areas described in Paragraph 9. Awake "on-duty" staff are responsible
7 for actively supervising Youth/NMDs, who may or may not be sleeping.

8 5.11 Ensure Houseparent and Group Counselor staff coverage at a ratio
9 of one to three (1:3) staff to Youth/NMDs, onsite, per home, during awake
10 hours.

11 5.12 Ensure "on-duty" Group Counselor awake overnight staff coverage
12 ratio of one to six (1:6) staff to Youth/NMDs onsite, per home, during
13 sleeping hours in compliance with at a minimum, CCL Title 22 Regulations.

14 5.13 Follow admission requirements related to medical and dental
15 screening, physical examinations, psychological/psychiatric screening,
16 psychotropic medication needs and immunizations, as prescribed by
17 ADMINISTRATOR; and take Youth/NMDs Health and Education Passport (HEP)
18 Encounter Form and HEP to all medical and dental appointments.

19 5.14 Provide each Youth/NMD with individualized, strength-based,
20 intensive treatment, and support services, suited to the Youth/NMDs
21 individually assessed needs.

22 5.15 Behavioral/Mental Health:

23 Ensure that appropriate behavioral and mental health needs,
24 services, and resources are provided by initiating an individualized Needs and
25 Services Plan with a focus on placement stability and step-down services that
26 include but are not limited to:

27 5.15.1 Personal accountability and self-control;

28 5.15.2 Problem-solving techniques;

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- 1 5.15.3 Developing adaptive, self-regulating coping skills;
- 2 5.15.4 Replacing high risk behaviors with alternative, healthy
- 3 behaviors;
- 4 5.15.5 Fostering self and community awareness;
- 5 5.15.6 Developing positive interpersonal and social skills;
- 6 5.15.7 Decreasing/mitigating runaway behaviors;
- 7 5.15.8 Self-sufficiency skills;
- 8 5.15.9 Educational preparedness; and
- 9 5.15.10 Independent living.

10 5.16 Ensure provision of onsite counseling services and case management
11 by the Licensed Clinical Case Manager to Youth/NMDs to support and facilitate
12 a better understanding and acceptance of his/her situation, the reasons for
13 placement, and support the Youth/NMD with associated emotional problems and
14 resolving difficulties regarding family issues. In addition, services will
15 facilitate planning for reunification with parent(s) or transition and
16 placement to a lower level of care. Onsite counseling services shall include
17 but not be limited to trauma informed:

- 18 5.16.1 Crisis intervention and crisis management;
- 19 5.16.2 Group and individual therapy;
- 20 5.16.3 Substance abuse counseling/intervention;
- 21 5.16.4 Grief and loss counseling;
- 22 5.16.5 Group behavioral treatment and skill building;
- 23 5.16.6 Reinforcement of medication compliance; and
- 24 5.16.7 Encouragement of the Youth's/NMD's philosophical shift
25 from "survival/coping skills" to "empowerment/choice," and self-expression.

26 5.17 In addition to onsite counseling services, coordinate with Health
27 Care Agency (HCA) Behavioral Health Services to meet the behavioral and mental
28 health needs of Youth/NMDs which shall include but not be limited to:

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1 5.17.1 Initial referrals for counseling and follow-up services
2 per HCA protocol;

3 5.17.2 Crisis intervention and crisis management;

4 5.17.3 Psychiatric evaluation; and

5 5.17.4 Psychotropic medication management.

6 5.18 Ensure COUNTY policy and Juvenile Court requirements are followed
7 regarding psychotropic medication administration, documentation, monitoring,
8 and reporting responsibilities.

9 5.19 Coordinate, develop, and implement protocol for emergency
10 behavioral and mental health crises, evaluation, intervention, and support
11 during regular business, and after-hours.

12 5.20 Utilize effective behavioral management model(s)/systems to meet
13 the various and multiple needs of presenting behavioral, mental health, and/or
14 substance abuse needs of referred Youth/NMDs.

15 5.21 Utilize a certified behavioral crisis prevention, crisis
16 management, and crisis intervention program approved by CCLD and ADMINISTRATOR

17 5.22 Coordinate ongoing communication protocol with local law
18 enforcement and emergency services.

19 5.23 Provide all programmatic services to disabled Youth/NMDs
20 including, but not limited to specialized and individualized services in
21 consultation with ADMINISTRATOR.

22 5.24 Provide monitored visitation when ordered by Orange County
23 Juvenile Court, and transportation as needed, referenced in Subparagraph
24 5.29.4.

25 5.25 Provide weekly recreational and physical activity plans for self-
26 expression and physical health, and keep records of all activities.

27 5.26 Provide referrals and follow-up to referrals for community
28 linkages for any other service needs of Youth/NMDs.

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5.27 Drug Testing:

5.27.1 Ensure drug testing of Youth/NMD is performed when, and as ordered by Orange County Juvenile Court, or authorized by parental consent, for medical diagnosis and treatment purposes. CONTRACTOR will notify County Social Worker when drug testing is deemed necessary.

5.28 Transportation:

Provide transportation for Youth/NMDs as required by ADMINISTRATOR, including but not limited to transportation to and from:

5.28.1 School of origin, other public or non-public school in the community, and all school related activities;

5.28.2 All dependency court hearings, medical, dental, psychiatric appointments, and support services etc.;

5.28.3 Independent living activities and functions; and

5.28.4 Monitored visitation referenced in Subparagraph 5.24.

5.29 Education:

Provide educational and school-related support services for Youth/NMDs, which shall include but not be limited to:

5.29.1 Ensuring and maintaining Youth's/NMD's enrollment and attendance at either the school of origin or other public or non-public school in the community, as determined by Orange County Juvenile Court in conjunction with the County Social Worker;

5.29.2 Providing transportation to and from the Youth's/NMD's school of origin or other public or non-public school in the community, and to all school related activities;

5.29.3 Enrolling Youth/NMD in school within three (3) school days of placement. Notify County Social Worker within three (3) business days of any obstacles to Youth's/NMD's school enrollment;

5.29.4 Ensuring the Youth/NMD maintains acceptable attendance.

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1 Notify the County Social Worker immediately if the Youth/NMD does not attend
2 school;

3 5.29.5 Monitoring the Youth's/NMD's performance in school and
4 determine areas in which improvement is needed. Provide tutoring, school
5 homework supervision, and assistance, as needed. Notify the County Social
6 Worker when a Youth's/NMD's school performance needs improvement;

7 5.29.6 Ensuring that each Youth/NMD is provided appropriate
8 weather attire, book bag/backpack, and other school supplies identified as
9 essential by the school;

10 5.29.7 Cooperating with the Special Education Local Planning
11 Area (SELPA) for any needed special education services, and Individual
12 Education Plan (IEP);

13 5.29.8 Requesting monthly, or more frequent feedback from
14 teachers regarding progress on educational/academic performance and social
15 goals. Document names of persons, dates of contact and feedback provided;

16 5.29.9 Complying with CCR Title 22 requirements for School
17 Report Cards and School Information; and

18 5.29.10 Attending and participating in all various school
19 activities and meetings with Youth/NMDs such as Back to School Night, Open
20 House, and Parent-Teacher conferences, etc.

21 5.30 With Regard to TPSP:

22 5.30.1 Work collaboratively with the SSA Transitional Planning
23 Services Program/Independent Living Program (TPSP/ILP) and SSA's contracted
24 Emancipation/Independent Living Program (EILP) service provider(s) to meet the
25 service goals set forth in each Youth's/NMD's Transitional Independent Living
26 Plan (TILP). CONTRACTOR shall utilize TPSP/ILP services in addition to any
27 independent living skills program developed separately and used by CONTRACTOR.

28 5.30.2 Assist the Youth/NMD to make a successful transition to

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1 independent living by facilitating their participation in TPSP/ILP services
2 including, but not limited to:

3 5.30.2.1 Development of the TILP and supporting
4 Youth/NMDs in those efforts;

5 5.30.2.2 Attending workshops in areas such as
6 interpersonal relationships, daily living, education, employment, money
7 management, wardrobe readiness for employment, time management, and
8 organization;

9 5.30.2.3 Participating in TPSP/ILP special events;

10 5.30.2.4 Participating in mentorship programs;

11 5.30.2.5 Providing transportation of the Youth/NMD to
12 and from all TPSP/ILP related activities, as required by ADMINISTRATOR,
13 including supervision for three (3) or more Youth/NMD's attending the same
14 activity; and

15 5.30.2.6 Preparing and submitting to ADMINISTRATOR a
16 specific summary of EILP provider(s) and/or any EILP services offered by the
17 CONTRACTOR. CONTRACTOR will maintain summaries in each Youth's/NMD's record.

18 5.31 Ensure Youths'/NMDs' Personal Rights as set forth in Title 22
19 Regulations.

20 5.32 Develop, implement, and maintain, written Youth/NMD discipline
21 policies and procedures in accordance with Title 22 Regulations.

22 5.33 Ensure a reasonable and prudent parent standard for Youth/NMDs to
23 participate in extracurricular, enrichment, and social activities with
24 reasonable determination of the appropriateness of the activity in
25 consideration of the Youth/NMDs age, maturity, and developmental level
26 pursuant to WIC Section 362.05.

27 5.34 Respect the cultural diversity of Youth/NMD, their parent(s), and
28 any other relatives, significant relationship connections; and provide

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1 culturally responsive staff, as described in Subparagraph 18.2.

2 5.35 Provide bi-lingual direct service staff as described in
3 Subparagraph 18.4.

4 5.36 Develop and maintain collaborative partnerships with local
5 Community Based Organizations, Faith Based Organizations, Family Resource
6 Centers, middle schools, high schools, community colleges, potential
7 employers, One-Stop Centers, Orangewood Children's Foundation, independent
8 living skills service providers, vocational training programs, and housing
9 authorities.

10 5.37 Be community based and provide integrated services that coordinate
11 federal, state and community funding.

12 5.38 Provide ongoing resources and tools needed to assist Youth/NMDs to
13 achieve success in attaining their life goals during and after exiting the
14 program.

15 5.39 Post safety notices and other literature provided and as indicated
16 by ADMINISTRATOR. Such literature may be in the form of, but not limited to,
17 placards, posters, checklists, instructions, or diagrams.

18 6. HOURS OF OPERATION

19 CONTRACTOR shall provide service hours as determined by ADMINISTRATOR
20 that are responsive to the needs of the target population as determined by
21 ADMINISTRATOR.

22 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

23 7.1 CONTRACTOR shall develop an emergency plan and procedures to
24 request immediate assistance when needed from resources such as the fire
25 department, paramedics/ambulance service and police, and shall also include
26 procedures to notify and request assistance from County Social Worker when
27 necessary.

28 7.2 CONTRACTOR shall ensure that appropriate medical, dental,

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1 emergency and specialty care services and resources are provided to meet the
2 needs of Youth/NMD. Services include but are not limited to:

3 7.2.1 A physical examination that shall be provided within
4 thirty (30) days of placement unless written documentation has been provided
5 from the previous caregiver that an examination was done within the past
6 eleven (11) months with no follow-up recommended. A regular physical
7 examination shall be provided every twelve (12) months thereafter, or sooner,
8 if the initial examination report warrants it.

9 7.2.2 A dental examination that shall be provided within thirty
10 (30) calendar days of placement, unless written documentation has been
11 provided from the previous caregiver that an examination was done within the
12 past eleven (11) months with no follow-up recommended. A regular dental
13 examination shall be provided every twelve (12) months thereafter, or sooner,
14 if the initial examination report warrants it.

15 7.3 Personal Needs:

16 Provide basic and personal needs as appropriate, including but not
17 limited to:

18 7.3.1 Clean fresh towels, mattress pad, pillows, sheets, and
19 blankets in sufficient number to ensure cleanliness and warmth;

20 7.3.2 Personal care items, including but not limited to
21 toothpaste, toothbrush, soap, hair care items and hygiene supplies appropriate
22 for each Youth/NMDs specific needs; and

23 7.3.3 A separate and secure storage area for personal items for
24 each Youth/NMD.

25 7.4 Clothing:

26 7.4.1 Provide clothing items requested by ADMINISTRATOR, within
27 three (3) calendar days of the Youth's/NMD's initial placement date;

28 7.4.2 Provide monthly clothing allowance of no less than

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1 seventy-five dollars (\$75.00) per Youth/NMD to purchase clothing necessary to
2 meet individual needs. Purchased clothing shall be appropriate to the
3 individual Youth's/NMD's age, social environment and daily activities and
4 shall support the Youth's/NMD's self-esteem;

5 7.4.3 Maintain receipts for all clothing purchases in
6 Youth's/NMD's record.

7 7.5 CONTRACTOR shall comply with the following regarding clothing and
8 personal property:

9 7.5.1 Documenting an inventory of each Youth's/NMD's clothing
10 and personal property which will be initiated at the time of placement and
11 reviewed and updated at least annually and upon termination of placement.
12 Inventories will be maintained in the Youth/NMDs record.

13 7.5.2 Ensuring that clothing and other personal items purchased
14 for the Youth/NMD becomes the property of that Youth/NMD and is retained by
15 Youth/NMD when placement is terminated.

16 7.5.3 Ensuring that all Youth/NMDs take their clothing,
17 clothing allowance, personal property and valuables with them when they leave
18 the program. If that is not possible, clothing, clothing allowance, personal
19 property and valuables shall immediately be stored separately and securely for
20 the individual Youth/NMD by CONTRACTOR for a maximum of thirty (30) days,
21 after which CONTRACTOR shall deliver the items to Youth's/NMD's County Social
22 Worker. CONTRACTOR shall supply an appropriate method of storage for clothing
23 and personal property (e.g. suitcase, duffel bag, etc.) at termination of
24 placement.

25 7.6 Food:

26 Provide food to Youth/NMDs in an adequate and balanced diet as
27 required by Title 22 CCR Food Service guidelines, Section 84276. In addition,
28 CONTRACTOR shall maintain the following minimum emergency supplies per

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1 Youth/NMD on the premises:

2 7.6.1 One (1) week supply of staple non-perishable foods;

3 7.6.2 Two (2) day supply of fresh perishable foods; and

4 7.6.3 A minimum five (5) day supply of at least one (1) gallon
5 of water per Youth/NMD per day.

6 7.7 Chores:

7 7.7.1 Specify and post reasonable chores which Youth/NMD shall
8 be required to do as part of their regular routine;

9 7.7.2 Supervise Youth/NMD while they are engaged in assigned
10 chores;

11 7.7.3 Allow the County Social Worker to review CONTRACTOR's
12 policies regarding chores upon request. The County Social Worker may alter the
13 chores assigned to a specific Youth/NMD.

14 7.8 Allowances:

15 7.8.1 Ensure each Youth/NMD is provided with an allowance no
16 less frequently than once a week. Such allowance shall be documented in each
17 Youth's/NMD's record. Receipt of such allowance shall be initialed by the
18 Youth/NMD. Allowances will be at the following minimum amounts:

<u>Age</u>	<u>Weekly Allowance</u>
12 years	\$12.00
13 years	\$13.00
14 years	\$14.00
15 years	\$15.00
16 years	\$16.00
17 years	\$17.00
18 years	\$18.00
19 years	\$19.00
20 years	\$20.00

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1 7.8.2 Weekly minimum allowance may be increased at the
2 discretion of the COUNTY with thirty (30) days written notice to CONTRACTOR.

3 7.9 Safeguards for Cash, Resources, Personal Property and Valuables:

4 7.9.1 CONTRACTOR shall assist Youth/NMD, in accordance with
5 Title 22 Regulations, in maintaining cash resources, personal property, and
6 valuables separate and intact, and in maintaining accurate records of such
7 resources.

8 7.9.2 In the event that a Youth/NMD is employed, CONTRACTOR
9 shall assist Youth/NMD in setting up a bank account in accordance with Title
10 22 Regulations, Section 84072(c)(8), to the satisfaction of the County Social
11 Worker. Youth's/NMD's funds shall not be commingled with CONTRACTOR's funds
12 or petty cash.

13 7.10 Visitors:

14 Each residential home shall maintain a separate Visitors Log Book,
15 Sign-In/Sign-Out log, and CONTRACTOR shall:

16 7.10.1 Establish a set of rules in compliance with CCLD
17 regulations regarding visitation hours, sign-in/sign-out requirements in a
18 Visitors Log, and visitation areas. Such rules shall apply to all visitors.
19 Visitors may require supervision by CONTRACTOR's staff;

20 7.10.2 Ensure that upon entering the program, all adult visitors
21 sign in on the Visitors Log. CONTRACTOR shall request a valid California
22 driver's license or other form of government issued picture identification and
23 will record the name, address, and driver's license number, or identification
24 number of each visitor, as well as, the visitor's relationship to the
25 Youth/NMD, the stated purpose of the visit, and the time of the visitor's
26 entry and departure;

27 7.10.3 Ensure that visitors who are not required to go further
28 into the Youth's/NMD's quarters are restricted to a controlled, designated

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1 area, and are supervised by the CONTRACTOR's staff; and

2 7.10.4 Ensure that all visitors entering into any area of the
3 homes, where children are or may be present, are accompanied by CONTRACTOR's
4 staff at all times, except parent(s), relatives, NREFM or foster families, who
5 have been approved by the County Social Worker, for unmonitored visitation.
6 Such approved visitors shall be accompanied by CONTRACTOR's staff to and from
7 a private designated location in or near the homes where the visit will take
8 place. In these instances, CONTRACTOR staff need not be present during
9 unmonitored visitation.

10 7.11 Records:

11 Prepare and maintain accurate and complete written records on each
12 Youth/NMD served as required by CCL Title 22 Regulations, and maintain the
13 following information in the Youth's/NMD's case files:

14 7.11.1 Information regarding the Youth/NMDs participation in
15 TPSP/ILP services as applicable;

16 7.11.2 TILP;

17 7.11.3 Statement of behaviors with potential risk and/or safety
18 concerns;

19 7.11.4 Youth's/NMD's financial information, including revenues
20 and disbursements for property provided by ADMINISTRATOR and signed for by
21 each Youth/NMD;

22 7.11.5 Allowances received by and signed for by Youth/NMD;

23 7.11.6 Reports on interviews with Youth/NMD;

24 7.11.7 Special Incident Report (SIR);

25 7.11.8 Intake Summary;

26 7.11.9 Needs and Services Plan;

27 7.11.10 Individualized Treatment Plan;

28 7.11.11 Monthly Evaluations;

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1 7.11.12 Quarterly Evaluation Reports;

2 7.11.13 Termination Summary;

3 7.11.14 Absence Report;

4 7.11.15 Medical/dental records;

5 7.11.16 Treatment records, (including a copy of Child Health and
6 Disability Prevention (CHDP) physical, or its equivalent, that is less than
7 one (1) year old);

8 7.11.17 All psychotropic medication orders, medication changes,
9 and Medication Administration Records (MARs);

10 7.11.18 Monthly feedback from the Youth's/NMD's school regarding
11 academic progress and social performance; and

12 7.11.19 All other records related to services provided to the
13 Youth/NMD.

14 7.12 County Records:

15 7.12.1 Upon rejection of a referral, CONTRACTOR shall
16 immediately return all documents furnished by ADMINISTRATOR to the County
17 Social Worker.

18 7.12.2 Upon termination of Youth's/NMD's placement, CONTRACTOR
19 shall return all original Juvenile Court records furnished by ADMINISTRATOR to
20 the County Social Worker, upon request, within thirty (30) calendar days after
21 Youth's/NMD's discharge.

22 7.13 House Log Book:

23 Maintain a House Log Book in each home that is handwritten,
24 reviewed, and initialed at the beginning of each work shift, with entries made
25 subsequent to the last working shift. The House Log Book will contain a
26 chronological daily record of the following:

27 7.13.1 Population count;

28 7.13.2 Visitors;

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1 7.13.3 Special incidents/problems;

2 7.13.4 Group and individual activities;

3 7.13.5 Furloughs or other off-site trips of Youth/NMD; and

4 7.13.6 Staff on duty, including date and time staff enters and
5 leaves the home.

6 7.14 After Care:

7 Provide individualized discharge planning to include the following
8 after care services:

9 7.14.1 In-home staffing support, as needed, for at least thirty
10 (30) days after the Youth/NMD exits the program;

11 7.14.2 Twenty-four hours/seven days per week (24/7) crisis
12 intervention on-call phone support for at least thirty (30) days after the
13 Youth/NMD exits the program;

14 7.14.3 Time-limited, purposeful therapeutic intervention and
15 support to ensure the Youth's/NMD's successful transition to a lower level of
16 care; and

17 7.14.4 The "warm hand off" step-down/transition process from
18 staff to other providers or specialists, to enhance communication of client
19 information and facilitate continuity of treatment between providers and
20 clinical locations or programs.

21 8. FACILITIES

22 8.1 CONTRACTOR shall provide residential services for up to twelve
23 (12) Youth/NMDs placed in the two (2) High Needs Youth Residential homes as
24 referenced in Subparagraph 1.2 of this Exhibit A, at:

25 Tustin Family Campus

26 8.2 CONTRACTOR shall maintain the High Needs Youth Residential Homes
27 in a manner which shall ensure the well-being, protection, health, safety, and
28 comfort of each Youth/NMD. Each Youth/NMD shall be afforded a reasonable

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1 degree of privacy.

2 9. HANDLING COMPLAINTS

3 CONTRACTOR shall:

4 9.1 Develop, operate, and maintain procedures for receiving,
5 investigating, and responding to complaints, including Civil Rights
6 complaints, requests for COUNTY reviews, negative comments and other
7 complaints relating to the High Needs Youth Residential Homes Services program
8 at TFC filed by Youth/NMD, other contract service providers, community
9 organizations, and the public.

10 9.2 Maintain a log for identification and response to complaints.
11 When complaints cannot be resolved informally, a system of follow-through will
12 be instituted which adheres to formal plans for specific actions and strict
13 time deadlines. Ideally responses to complaints should occur within two (2)
14 business days.

15 9.3 For Civil Rights complaints, CONTRACTOR shall refer to
16 Subparagraph 9.6.2 of this Agreement.

17 9.4 Identify issues with potential legal implications, and review any
18 such cases with designated COUNTY staff prior to responding to the complaints.

19 9.5 Provide to COUNTY, in a form approved by ADMINISTRATOR,
20 information pertaining to complaints including CONTRACTOR's response, as
21 described in Subparagraph 10 of this Exhibit A, within ten (10) business days
22 of the complaint. CONTRACTOR shall provide a summary of all complaints and/or
23 negative comments as prescribed and in a format approved by ADMINISTRATOR.

24 10. OUTSIDE CONTACTS

25 CONTRACTOR shall:

26 10.1 Immediately inform ADMINISTRATOR upon receiving any inquiry from
27 an elected official, their representative, participant advocate, or the press
28 and immediately provide information in order to permit ADMINISTRATOR to

ATTACHMENT A

1 respond.

2 10.2 Consult with ADMINISTRATOR prior to initiating contact with a
3 participant advocate or the press.

4 10.3 Inform ADMINISTRATOR prior to initiating contact with an Orange
5 County elected official or their representative.

6 11. STAFF TRAINING

7 CONTRACTOR shall participate in training(s) that ADMINISTRATOR
8 determines to be mandatory, including but not limited to annual Child Abuse
9 and Dependent/Elder Abuse Reporting trainings, and attend Group Home Forums.
10 CONTRACTOR shall conduct subsequent training(s) for its staff, and shall:

11 11.1 Provide ongoing staff training and assistance to its staff to
12 ensure that all assignments are effectively handled.

13 11.2 Develop a training program to educate its staff on the
14 characteristics of the Youth/NMDs placed in the High Needs Youth Residential
15 Homes Services program.

16 11.3 Ensure that its staff receives training in understanding cultural
17 differences among groups of participants, and recognizes and effectively
18 intervenes to overcome any language and/or cultural barriers to employment
19 that may be evident.

20 11.4 Maintain a log of in-house training activities and participants in
21 compliance with Title 22 Regulations. This log will be made available to
22 ADMINISTRATOR upon request.

23 12. REPORTING REQUIREMENTS

24 CONTRACTOR shall submit various reports in a format approved by SSA with
25 various report due dates, and/or enter data into various County and/or State
26 data systems as determined by ADMINISTRATOR, including but not limited to the
27 following:

28 12.1 Intake Summary:

ATTACHMENT A

1 The Intake Summary shall be completed within thirty (30) days of
2 placement in the program and shall be maintained in the Youth's/NMD's case
3 file, and shall include but not be limited to:

4 12.1.1 Identification of Youth/NMD's strengths;

5 12.1.2 Medical and dental needs;

6 12.1.3 Psychological/psychiatric evaluations obtained;

7 12.1.4 Case staffing review summaries;

8 12.1.5 Educational assessment;

9 12.1.6 Peer adjustment;

10 12.1.7 Relationship to staff;

11 12.1.8 Involvement in recreation programs;

12 12.1.9 Behavioral problems;

13 12.1.10 Motivators, triggers, means of de-escalation; and

14 12.1.11 Involvement/relationship with parent(s), relatives,
15 NREFM, significant relationship connections and important persons.

16 12.2 Needs and Services Plan:

17 The Needs and Services Plan is required by Title 22, CCR Sections
18 84068.2 and 84268.2 and shall be developed in partnership with Youth/NMD, all
19 of the Youth's/NMD's treatment providers including the County Social Worker,
20 within thirty (30) days of the Youth/NMDs placement in the program.
21 CONTRACTOR shall provide a signed copy of the plan including Youth/NMD's
22 signature, to the Youth's/NMD's County Social Worker within seven (7) calendar
23 days of completion. A progress report identifying the Youth/NMDs strengths and
24 progress in stepping down to a lower level of care shall be completed, with
25 signatures, and submitted to the Youth's/NMD's County Social Worker every
26 three (3) months thereafter. The plan shall be based on information including,
27 but not limited to:

28 12.2.1 Review of the HEP and HEP Encounter form;

ATTACHMENT A

1 12.2.2 Placement information;

2 12.2.3 Service needs of the Youth/NMDs family structure and
3 permanency plan; and

4 12.2.4 Utilization of the TPSP/ILP for Youth age fifteen and
5 one-half (15½) years and older.

6 12.3 Individualized Treatment Plan (ITP):

7 The ITP shall be developed in partnership with all of the
8 Youth's/NMD's treatment providers and Treatment Team, including the County
9 Social Worker, and shall be completed within thirty (30) days of the
10 Youth/NMDs placement in the program. The ITP shall address the Youth/NMDs:

11 12.3.1 Individual social, mental health, and educational needs;

12 12.3.2 Short and long term treatment goals;

13 12.3.3 Methods and modality of treatment intervention(s)
14 delineated; and

15 12.3.4 Shall be reviewed and updated, and progress shall be
16 measured and reported at each monthly Treatment Team meeting.

17 12.4 Monthly Evaluation:

18 CONTRACTOR shall submit ongoing written evaluations on each
19 Youth/NMD on a monthly basis, to be submitted within seven (7) calendar days
20 following the monthly reporting period. The reports shall be submitted in a
21 format approved by ADMINISTRATOR. Monthly Evaluations will include, but not be
22 limited to:

23 12.4.1 Progress toward accomplishing the goals, strategies, and
24 outcome objectives described in Paragraph 4;

25 12.4.2 Identification and assessment of each Youth/NMDs unmet
26 needs; recommendations, and efforts made to meet these needs;

27 12.4.3 Reassessment of the Youth/NMDs adjustment to the program;

28 12.4.4 Current status of Youth/NMDs physical and psychological

ATTACHMENT A

1 health, a report of medical care received and medication(s) administered;

2 12.4.5 Modification of the Youth/NMDs treatment plan as
3 necessary;

4 12.4.6 A record of any serious behavioral problems and how these
5 problems were treated, as well as the Youth/NMDs responses;

6 12.4.7 A record of parental contacts, conferences, and visits,
7 contacts with relatives, NREFM, or any other significant relationship
8 connections, or important persons relevant to reunification and permanency
9 connections;

10 12.4.8 A record of contacts/visits with the Youth's/NMD's County
11 Social Worker during the month;

12 12.4.9 A record including dates of contacts to include but not
13 be limited to treatment professionals such as psychiatrist(s),
14 psychologist(s), licensed or non-licensed mental health professionals,
15 Clinical Social Worker(s), and/or Marriage and Family Therapist(s), etc.; and

16 12.4.10 Copies of any pertinent information such as school
17 reports, medical reports and psychological/psychiatric reports.

18 12.5 Quarterly Evaluation:

19 CONTRACTOR shall submit ongoing written evaluations on each
20 Youth/NMD to Youth's/NMD's County Social Worker on a quarterly basis to be
21 submitted within seven (7) calendar days following the quarterly reporting
22 period. These evaluations shall include, but not be limited to:

23 12.5.1 Progress toward accomplishing the goals, strategies, and
24 outcome objectives described in Paragraph 4.

25 12.5.2 Identification, and assessment, of each Youth/NMDs unmet
26 needs; recommendations, and efforts made to meet these needs;

27 12.5.3 Reassessment of Youth/NMDs adjustment to the program;

28 12.5.4 Current status of Youth/NMDs physical and psychological

ATTACHMENT A

1 health, including medical care received and medication administered:

2 12.5.5 Modification of the treatment plan as necessary;

3 12.5.6 A record of any serious behavioral problems, how problems
4 were treated, and Youth/NMDs responses;

5 12.5.7 A record of parental contacts, conferences and visits,
6 contacts with relatives, friends, and important persons, relevant to
7 reunification and permanency connections.

8 12.5.8 A record of contacts/visits with Youth's/NMD's County
9 Social Worker during the quarter;

10 12.5.9 A record including dates of contacts to include but not
11 be limited to, treatment professionals such as psychiatrist(s),
12 psychologist(s), licensed or non-licensed mental health professionals,
13 Clinical Social Worker(s), and/or Marriage and Family Therapist(s), etc.
14 during the quarter; and

15 12.5.10 Copies of any pertinent information such as school
16 reports, medical reports, and psychological/psychiatric reports.

17 12.6 Quarterly Performance Outcomes Report:

18 The Quarterly Performance Outcomes Report shall be submitted to
19 ADMINISTRATOR on a quarterly basis, including performance on identified
20 program objectives and outcomes measures and all items as noted in Paragraph
21 4. Performance outcomes will be determined by ADMINISTRATOR. Quarterly
22 performance reports will be submitted by the tenth (10th) day of the month
23 following each three (3) month reporting period.

24 12.7 Termination Summary:

25 At the end of the service period, CONTRACTOR shall prepare and
26 submit within seven (7) calendar days of termination of the Youth/NMDs
27 placement, a closing summary of all issues regularly reported in the monthly
28 evaluations including but not limited to:

ATTACHMENT A

1 12.7.1 Name, address, and phone number of location, and
2 person(s) Youth/NMD was discharged/placed to and date of discharge;

3 12.7.2 Records relating to treatment provided to Youth/NMD;

4 12.7.3 Any monies (i.e., allowances, savings) owed to the
5 Youth/NMD; and

6 12.7.4 An inventory of the Youth/NMDs personal belongings and
7 clothing. The Youth/NMD will sign the Termination Summary in agreement with
8 the identification of personal belongings and clothing released to the
9 Youth/NMD when exiting the program.

10 12.8 Absence Report:

11 12.8.1 An authorized absence is one to which the Youth's/NMD's
12 County Social Worker has authorized and/or has mutual agreement for absence
13 with CONTRACTOR.

14 12.8.2 Following the return of a Youth's unauthorized absence,
15 CONTRACTOR shall immediately notify the Youth's County Social Worker, local
16 law enforcement agency, CCL, and the Youth's parent(s)/guardian(s).

17 12.8.3 Following the return of a NMD's unauthorized absence,
18 CONTRACTOR shall immediately notify the Youth's/NMD's County Social Worker,
19 local law enforcement agency, and CCL.

20 12.8.4 CONTRACTOR, in collaboration with the Treatment Team,
21 shall provide an evaluation and intervention plan for the Youth/NMD that
22 emphasizes the significance of their unauthorized absence to minimize and
23 decrease future unauthorized absences. The intervention plan shall be
24 documented in the Youth's/NMD's case file; and

25 12.8.5 CONTRACTOR shall maintain a record of authorized and
26 unauthorized absences in the Youth's/NMD's case file.

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13. SPECIAL OR UNPLANNED INCIDENTS

13.1 Serious Illness, Accident/Injury, Hospitalization, or Death:

13.1.1 CONTRACTOR shall immediately telephone the County Social Worker upon becoming aware of any serious illness, accident/injury, hospitalization, or death of any Youth/NMD in CONTRACTOR's care. If the County Social Worker is unavailable, CONTRACTOR shall make person-to-person notification by calling the County Social Worker's supervisor, and the Program Officer of the Day. CONTRACTOR shall also immediately telephone the Permanency Services Program (PSP) Manager or designee for COUNTY placements regarding:

13.1.1.1 Death of any Youth/NMD;

13.1.1.2 Hospitalization;

13.1.1.3 Any serious illness;

13.1.1.4 Accident/injury;

13.1.1.5 Suicide attempt;

13.1.1.6 Abduction;

13.1.1.7 Client re-location; and

13.1.1.8 Natural or man-made disaster or evacuation.

13.1.2 If the County Social Worker, supervisor, Program Officer of the Day, PSP Manager or designee are unavailable, CONTRACTOR shall make person-to-person notification by calling SSA Orangewood Children and Family Center (OCFC) at (714) 935-7080. CONTRACTOR shall comply with the "Special Incident Reporting Guidelines for Residential Facilities, Group Home, Small Family Home, and Foster Family Agency," developed by CDSS, CCLD and ADMINISTRATOR, incorporated herein by reference in Paragraph 14 as it currently exists or may hereafter be amended.

13.1.3 CONTRACTOR shall follow the verbal report with the submission of an electronic Special Incident Report via the online Foster

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1 Youth Information (FYI) System within one (1) business day of such serious
2 illness, accident/injury or death occurs. In the event the FYI system is not
3 available, CONTRACTOR shall submit the Special Incident Report via facsimile
4 within one (1) business day of the incident to avoid delinquency. Standard
5 protocol shall resume once the FYI system becomes available.

6 13.1.4 The verbal and electronic/facsimile reports shall
7 include, but not be limited to:

8 13.1.4.1 Name of the Youth/NMD;

9 13.1.4.2 Date of birth of the Youth/NMD;

10 13.1.4.3 Date, time, and location of serious illness,
11 accident/injury, hospitalization, or death;

12 13.1.4.4 Nature of the illness/injury or the
13 circumstances of the death;

14 13.1.4.5 Name or names of CONTRACTOR's officers,
15 employees, volunteers, or agents with knowledge of the event;

16 13.1.4.6 Name of the attending physician;

17 13.1.4.7 Name of the hospital;

18 13.1.4.8 When applicable, the police report number,
19 name of the police agency handling the incident, date of the police report,
20 and a summary of the circumstances.

21 13.2 Other Special Incidents:

22 CONTRACTOR shall immediately telephone the County Social Worker
23 and PSP Manager or designee, if any of the following occurs:

24 13.2.1 Assault;

25 13.2.2 Medication Administration Errors;

26 13.2.3 Youth/NMD refused medication;

27 13.2.4 Mis-administered medication;

28 13.2.5 Missed medication;

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- 1 13.2.6 Self-injury;
- 2 13.2.7 Sexual activity;
- 3 13.2.8 Suspension from school;
- 4 13.2.9 Unauthorized school absences;
- 5 13.2.10 Absence without leave;
- 6 13.2.11 Possession of contraband or illegal substance and/or
- 7 weapons;
- 8 13.2.12 Law enforcement intervention and/or arrest;
- 9 13.2.13 Property damage and or vandalism;
- 10 13.2.14 Personal rights complaint; and
- 11 13.2.15 Any behavior or activities by any volunteer or CONTRACTOR
- 12 staff while on duty which substantially disrupts activities within
- 13 CONTRACTOR's facility and jeopardizes the status, safety, or health of a
- 14 Youth/NMD placed by ADMINISTRATOR.

15 13.3 This verbal report shall be followed by the submission of a

16 Special Incident Report form approved by ADMINISTRATOR, to the County Social

17 Worker and PSP Manager or designee within three (3) calendar days of the

18 incident via the Children and Family Services (CFS) Special Incident Report

19 Fax Line at (714) 940-3961 and/or the Secure Communication Management System

20 (SCMS).

21 14. CONTRACTOR PERFORMANCE MONITORING

22 14.1 CONTRACTOR's performance shall be monitored and reviewed by

23 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of

24 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in

25 providing the information necessary for performance monitoring. ADMINISTRATOR

26 may use a variety of inspection methods to evaluate CONTRACTOR's performance,

27 including, but not be limited to, the following:

- 28 14.1.1 ADMINISTRATOR will inspect CONTRACTOR cases and

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1 applicable data reports to ensure compliance with the outcome objectives as
2 stated in Subparagraph 4.3 of this Exhibit A.

3 14.1.2 Random sampling of program activities including a review
4 of case files;

5 14.1.3 Activity checklists and random observations;

6 14.1.4 Inspection of output items on a periodic basis as deemed
7 necessary; and

8 14.1.5 Participant complaints and/or participant questionnaires.

9 14.2 When it is determined that the services were not performed in
10 accordance with this Agreement and/or COUNTY policies during the review
11 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall,
12 within the time period specified in any such corrective action plan, remedy
13 the performance defects.

14 14.3 CONTRACTOR shall cooperate with COUNTY in providing the
15 information necessary for performance monitoring and with authorized State or
16 Federal representatives who may audit program services. Performance evaluation
17 meetings shall be conducted as deemed necessary by ADMINISTRATOR.

18 15. QUALITY CONTROL

19 Throughout the term of this Agreement, CONTRACTOR shall establish and
20 utilize a comprehensive Quality Control Plan (QCP), in a format approved by
21 ADMINISTRATOR, to monitor the level of program service and quality. The QCP
22 shall be effective on the start date of this Agreement and shall be updated
23 and resubmitted for ADMINISTRATOR approval when changes occur. The QCP will
24 include, but not be limited to, the following:

25 15.1 The method for ensuring the services, deliverables, and
26 requirements defined in this Agreement are being provided at or above the
27 level of quality per this Agreement;

28 15.2 The method for assuring that CONTRACTOR staff rendering services

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1 under this Agreement have the necessary qualifications:

2 15.3 The method for identifying and preventing deficiencies in the
3 quality of service as defined by COUNTY policy.

4 15.4 The method for providing ADMINISTRATOR with a copy of CONTRACTOR
5 case reviews, a clear description of, and corrective action taken, to resolve
6 identified problems;

7 15.5 Items/areas to be inspected on either a scheduled or unscheduled
8 basis, how often inspections shall be accomplished, and the title of the
9 individual(s) who shall perform the inspections;

10 15.6 Specific methods for identifying and preventing deficiencies in
11 the quality of service performed, before the level of performance becomes
12 unacceptable;

13 15.7 Maintenance of a file of all inspections conducted by CONTRACTOR
14 and, if necessary, the corrective action taken; and

15 15.8 Method for continuing services in the event of a man-made or
16 natural disaster.

17 16. BUSINESS CONTINUITY PLAN

18 16.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)
19 that identifies how CONTRACTOR shall continue to provide services after a
20 business interruption, including but not limited to, a man-made or natural
21 disaster. The BCP will include a Disaster Preparedness and Response Plan and
22 shall be submitted to COUNTY within thirty (30) days after the commencement of
23 this Agreement.

24 16.2 The Disaster Preparedness and Response Plan shall include, but not
25 be limited to, the following:

26 16.2.1 Evacuation protocols and procedures that include the
27 CONTRACTOR's responsibility for the safety, relocation, and tracking of all
28 Youth/NMD in CONTRACTOR's care during any disaster event.

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1 16.2.2 Notification to be made to ADMINISTRATOR with regard to
2 Youth's/NMD's welfare, including the provision of on-site emergency contact
3 information.

4 16.2.3 Provisions for maintaining court ordered services during
5 a disaster.

6 16.2.4 Protection and recovery of Youth's/NMD's records.

7 16.2.5 Provision of crisis-response services to Youth/NMDs such
8 as crisis counseling, medical needs, both through the provision of prescribed
9 medications, or through the provision of emergency medical services.

10 16.2.6 Disaster response training for staff.

11 17. STAFFING REQUIREMENTS

12 17.1 CONTRACTOR shall be in compliance with all CDSS CCLD, Title 22
13 Regulations for education, experience and staffing ratios.

14 17.2 All services must be linguistically and culturally responsive to
15 the Youth/NMDs served. Although English is the predominant language spoken,
16 there are Youth/NMDs whose primary language is not English (e.g., Spanish or
17 Vietnamese).

18 17.3 All direct service staff shall speak, read, and write in English,
19 with the ability to prepare clear, complete and concise written and verbal
20 reports in English.

21 17.4 Bi-lingual direct service staff shall speak, read, and write the
22 specified second language (i.e., Spanish or Vietnamese) in which services are
23 to be delivered and shall be available to provide such services to the
24 Youth/NMDs, and their families/caregivers.

25 17.5 Bi-lingual staffing ratios shall be maintained in accordance with
26 the language needs of the target population.

27 17.6 All direct service staff shall:

28 17.6.1 Be proficient in the use of personal computers and

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1 Microsoft Windows (Word, Excel and Outlook); and

2 17.6.2 Be trained, knowledgeable and experienced in the needs of
3 the target population and shall engage in trauma informed practice
4 accordingly.

5 17.7 All staff residing or working in the High Needs Youth Residential
6 Homes Services program shall be employees of CONTRACTOR and shall:

7 17.7.1 Maintain confidentiality;

8 17.7.2 Submit fingerprints to, and receive clearance by the
9 Department of Justice for criminal background clearance check;

10 17.7.3 Receive clearance from a Child Abuse Clearance Index
11 check;

12 17.7.4 Provide a drug screen with negative results;

13 17.7.5 Pass a physical examination;

14 17.7.6 Complete a tuberculosis screening test with proof of
15 negative results;

16 17.7.7 Possess Basic First Aid and CPR Certification; and

17 17.7.8 Possess a valid California State driver's license with
18 acceptable driving record as determined by CONTRACTOR'S insurance carrier and
19 verified clearance from the California Department of Motor Vehicles.

20 17.8 Work shifts for direct service staff shall not exceed eleven (11)
21 hours per shift during a twenty-four (24) hour period while performing
22 contracted work. A minimum of eight (8) hours must elapse between the end of
23 the staff's performance of contracted work and the staff's next commencement
24 of contracted work.

25 17.9 Situational exceptions to Subparagraph 17.8 of this Exhibit A may
26 be made during emergencies such as natural disasters, unscheduled absences of
27 other direct service staff or other occurrences that arise that require
28 additional coverage, or when in unforeseen situations. CONTRACTOR shall

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1 notify ADMINISTRATOR as soon as feasibly possible when a direct service staff
2 is required to work beyond the parameters defined in Subparagraph 17.8 of this
3 Exhibit A.

4 17.10 Houseparents shall:

5 17.10.1 Reside onsite in each of the homes during scheduled work
6 hours, and must be able to share the same living quarters;

7 17.10.2 Be responsible for facilitating family activities, meal
8 preparation, dining with the Youth/NMDs, grocery shopping, light housekeeping,
9 and normal duties of a household;

10 17.10.3 Perform all other duties described in Paragraph 19.4.

11 17.10.4 With CCLD approval, houseparents may have children of
12 their own living in the home; however, houseparents shall not supervise their
13 own children while providing services to Youth/NMDs. Houseparents' children
14 are not allowed in the Youth's/NMD's personal living areas such as bedrooms or
15 bathrooms.

16 18. STAFF

17 CONTRACTOR shall provide the following described Administrative and
18 Direct Service positions at the specified full-time equivalent (FTE). FTEs
19 shall be divided evenly among the two (2) High Needs Youth Residential Homes
20 unless otherwise specified.

21 18.1 Administrative Position:

22 18.1.1 Program Administrator: 1.0 FTE

23 Duties:

24 18.1.1.1 Function as the Group Home Administrator in
25 compliance with CCLD Title 22 Regulations.

26 18.1.1.2 Direct the planning, implementation, and
27 coordination of all policies and procedures of the High Needs Youth
28 Residential Homes Services program.

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1 18.1.1.3 Facilitate, oversee, and monitor placement
2 referrals from ADMINISTRATOR in collaboration with the Licensed Clinical Case
3 Manager.

4 18.1.1.4 Oversee and monitor discharge planning and
5 placements in collaboration with the Treatment Team and Licensed Clinical Case
6 Manager.

7 18.1.1.5 Oversee development, implementation, and
8 monitoring of all services and treatment provided.

9 18.1.1.6 Manage the day-to-day program operations
10 including budgeting, administration, program activities, facility maintenance,
11 staff development and training, and provide supervision to all direct service
12 staff.

13 18.1.1.7 Oversee and monitor the quality of service
14 delivery for all services provided.

15 18.1.1.8 Oversee and monitor coordination of referrals
16 to HCA Behavioral Health Services in accordance with HCA referral protocol,
17 for behavioral, mental health, psychiatric, and medication services. Monitor
18 follow-up and collaboration with HCA for ongoing services, and medication
19 needs of the Youth/NMDs.

20 18.1.1.9 Coordinate, develop and implement protocol
21 and procedures for emergency medical, behavioral, and mental health crises,
22 evaluation, intervention, and support during regular business, and after-
23 hours.

24 18.1.1.10 Oversee and monitor appropriate utilization
25 of certified behavioral crisis prevention, crisis management, and crisis
26 intervention program compliance.

27 18.1.1.11 Facilitate and collaborate with ADMINISTRATOR
28 for all appropriate treatment services. Notify ADMINISTRATOR of any

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1 problematic situations in a timely manner.

2 18.1.1.12 Oversee completion and delivery of required
3 reports to ADMINISTRATOR in a timely manner.

4 18.1.1.13 Maintain Youth/NMDs case files in accordance
5 with CCL Title 22 Regulations.

6 18.1.1.14 Attend and participate in all required COUNTY
7 meetings including Group Home Forums.

8 18.1.1.15 Establish and maintain collaborative
9 relationships and partnerships with local community providers as described in
10 Subparagraph 5.35 and with TFC partner organizations.

11 18.1.1.16 Ensure the health, safety, and well-being of
12 Youth/NMDs.

13 18.1.1.17 Ensure staff-to-child ratios are in
14 compliance with CCL Title 22 Regulations.

15 18.1.1.18 Maintain oversight of any visitors to the
16 High Needs Youth Residential homes.

17 18.1.1.19 Facilitate on-site family visits.

18 18.1.1.20 Direct and facilitate the correction of
19 deficiencies and quality improvement efforts.

20 18.1.1.21 Provide ongoing and timely communication with
21 ADMINISTRATOR.

22 18.1.1.22 Be available twenty-four hours/seven days per
23 week (24/7) to provide direction and assist in handling crisis and emergency
24 situations.

25 Qualifications:

26 18.1.1.23 Current Group Home Administrator
27 Certification approved by CCLD.

28 18.1.1.24 Master's Degree from an accredited

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1 college/university in Human Services or related field.

2 18.1.1.25 Licensed Marriage and Family Therapist
3 (LMFT), or Licensed Clinical Social Worker (LCSW) is preferred.

4 18.1.1.26 Four (4) years of experience in residential
5 child care facility management, including case management duties related to
6 the target population.

7 18.1.1.27 Excellent written and oral communication
8 skills, and strong organizational, management and leadership skills.

9 18.2 Direct Service Positions

10 18.2.1 Licensed Clinical Case Manager: 1.0 FTE

11 Duties:

12 18.2.1.1 Provide onsite individual counseling, group
13 sessions/classes, crisis intervention and crisis management counseling,
14 family/caregiver engagement strategies, and discharge/transition support
15 counseling as described in Subparagraph 5.15.

16 18.2.1.2 Coordinate and provide Youth/NMD interviews
17 and intake screenings, assess individual treatment needs, provide
18 consultation, and participate on the Treatment Team.

19 18.2.1.3 Collaborate with and assist Program
20 Administrator with facilitating and monitoring placement referrals from
21 ADMINISTRATOR.

22 18.2.1.4 Coordinate treatment plans and provide
23 ongoing communication and collaboration with ADMINISTRATOR for treatment
24 services.

25 18.2.1.5 Serve as the primary liaison to coordinate
26 and provide referrals to HCA Behavioral Health Services in accordance with HCA
27 referral protocol, for behavioral, mental health, psychiatric, and medication
28 services. Provide follow-up and collaboration with HCA for ongoing services,

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1 and medication needs of the Youth/NMDs as described in Subparagraph 5.14.

2 18.2.1.6 Provide timely written documentation and
3 reports as required for all services provided.

4 18.2.1.7 Facilitate and coordinate discharge planning
5 and placements in collaboration with the Treatment Team, Program
6 Administrator, and ADMINISTRATOR.

7 18.2.1.8 Authorize and monitor family member/caregiver
8 contact with Youth/NMDs.

9 18.2.1.9 Coordinate and maintain contact with local
10 community providers as described in Subparagraph 5.35, to meet the needs of
11 the Youth/NMDs.

12 18.2.1.10 Provide consistent, ongoing, and timely
13 communication with ADMINISTRATOR.

14 18.2.1.11 Provide support and training to direct
15 service staff on various topics such as de-escalating behavioral situations,
16 and modeling responsible, positive, and respectful behaviors towards the
17 Youth/NMDs.

18 18.2.1.12 Testify in Orange County Juvenile Court if
19 required.

20 Qualifications:

21 18.2.1.13 Master's Degree from an accredited
22 college/university in Social Work, Human Services, Behavioral Science, or
23 related field.

24 18.2.1.14 LCSW is required.

25 18.2.1.15 Two (2) years of experience providing case
26 management and counseling services in a residential child care facility.

27 18.2.1.16 One (1) year of experience working with youth
28 with substance abuse issues and/or substance counseling services with youth is

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1 preferred.

2 18.2.1.17 Excellent written and oral communication
3 skills.

4 18.2.2 Houseparent: 2.0 FTE

5 Duties:

6 18.2.2.1 Reside on-site and provide care and
7 supervision of Youth/NMDs during scheduled work hours.

8 18.2.2.2 Provide support on an on-call basis during
9 emergency situations.

10 18.2.2.3 Model and teach the Youth/NMDs independent
11 self-sufficiency skills, self-care skill building, and positive interpersonal
12 and social skills development.

13 18.2.2.4 Prepare and oversee daily meals.

14 18.2.2.5 Dine with the Youth/NMDs at mealtimes and
15 engage in positive conversations, taking the opportunity to model
16 communication, and show interest in the Youth/NMDs.

17 18.2.2.6 Purchase, inventory, and store food in
18 accordance with CCLD standards.

19 18.2.2.7 Purchase, and maintain on-site inventory of
20 clothing, basic hygiene, and household supplies, and provide light
21 housekeeping.

22 18.2.2.8 Schedule medical and dental care for the
23 Youth/NMDs, and maintain medication compliance documentation.

24 18.2.2.9 Schedule and monitor all transportation for
25 Youth/NMDs.

26 18.2.2.10 Serve as a liaison between Youth/NMD and
27 their family/significant relationship/important person connections.

28 18.2.2.11 Monitor all contact with family/significant

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1 relationship/important person connections and provide information about such
2 to Program Administrator and Licensed Clinical Case Manager.

3 18.2.2.12 Ensure that Youth/NMDs attend school.

4 18.2.2.13 Contact school personnel (teachers,
5 counselors etc.) at least once per month per Youth/NMD and document pertinent
6 information.

7 18.2.2.14 Develop, organize, implement and supervise
8 all home activities.

9 18.2.2.15 Ensure appropriate usage of certified
10 behavioral crisis prevention, crisis management, and crisis intervention
11 program.

12 18.2.2.16 Maintain accurate records and reports, review
13 facility logs daily, and complete required documentation.

14 Qualifications:

15 18.2.2.17 At least twenty-one (21) years of age.

16 18.2.2.18 High school diploma or GED.

17 18.2.2.19 Completion of twelve (12) postsecondary
18 semester units in early childhood education or childhood development from an
19 accredited college/university is preferred.

20 18.2.2.20 One (1) year of experience working in a
21 residential child care facility.

22 18.2.2.21 Knowledge of basic budgetary management.

23 18.2.2.22 Excellent organization and time management
24 skills.

25 18.2.3 Group Counselor: 8.0 FTE

26 Duties:

27 18.2.3.1 Provide daily care, supervision, support,
28 guidance, counseling, mentoring, and promote self-sufficiency of Youth/NMDs.

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1 18.2.3.2 Staff homes during holidays, emergencies, and
2 houseparents' leaves, such as breaks and weekends.

3 18.2.3.3 Provide assistance to houseparents in the
4 care and supervision of Youth/NMDs.

5 18.2.3.4 Assist with preparation of meals; supervision
6 of daily living, recreational, and physical activities of Youth/NMDs.

7 18.2.3.5 Dine with Youth/NMDs at mealtimes and engage
8 in positive conversations, taking the opportunity to model appropriate
9 communication, and show interest in the Youth/NMDs.

10 18.2.3.6 Attend and participate in all various school
11 activities and meetings with Youth/NMDs such as Back to School Night, Open
12 House, and Parent-Teacher conferences, etc.

13 18.2.3.7 Assist with the assessment and determination
14 of individual treatment needs of the Youth/NMDs.

15 18.2.3.8 Assist Youth/NMDs with homework and monitor
16 completion of school assignments, chores and scheduled activities;

17 18.2.3.9 Ensure Youth/NMDs are transported on time to
18 and from school and all school related activities; ~~all~~ medical, dental, ~~and~~
19 counseling, court, visitation and any other needed appointments or activities.

20 18.2.3.10 Engage Youth/NMDs in positive interactions,
21 and model appropriate listening and communication skills.

22 18.2.3.11 Interface with community resource providers,
23 school personnel and treatment providers.

24 18.2.3.12 Ensure appropriate and timely medical
25 attention for each Youth/NMD, assist with administering medications as
26 prescribed by physician, and maintain accurate medication compliance
27 documentation.

28 18.2.3.13 Assist in handling crises and emergency

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1 situations.

2 18.2.3.14 Ensure appropriate usage of certified
3 behavioral crisis prevention, crisis management, and crisis intervention
4 programs.

5 18.2.3.15 Provide overnight coverage as needed in the
6 event of an emergency. During these instances, houseparents may be awakened
7 to assist with emergencies.

8 18.2.3.16 Maintain accurate daily records and reports
9 on Youth/NMDs progress, and prepare or assist in completion of required
10 records, reports and correspondence.

11 18.2.3.17 Notify appropriate staff and/or ADMINISTRATOR
12 as required, of any unusual incidents or emergency situations.

13 Qualifications:

14 18.2.3.18 At least twenty-one (21) years of age.

15 18.2.3.19 High school diploma or GED.

16 18.2.3.20 Completion of twelve (12) postsecondary
17 semester units in early childhood education or childhood development from an
18 accredited college/university is preferred.

19 18.2.3.21 One (1) to two (2) years of experience
20 working in a residential child care facility.

21 18.2.3.22 Effective verbal and written communication
22 skills, and ability to understand and follow verbal and written instructions.

23 18.2.4 Group Counselor/Awake Overnight Staff: 2.5 FTE

24 Duties:

25 18.2.4.1 Provide direct care and supervision of ~~the~~
26 Youth/NMDs primarily during the evening, overnight, and early morning hours,
27 pursuant to the minimum standards required in CCL Title 22 Regulations, when
28 the Group Counselor staff is off duty.

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1 18.2.4.2 Engage Youth/NMDs in positive interactions
2 and model appropriate listening and communication skills.

3 18.2.4.3 Supervise Youth/NMDs upon awakening and
4 assist with coverage as needed, to prepare for school.

5 18.2.4.4 Ensure adequate Group Counselor coverage
6 prior to leaving shift.

7 18.2.4.5 Conduct random physical bed check counts at a
8 minimum of no less than every fifteen (15) minutes at staggered intervals, and
9 document bed check counts.

10 18.2.4.6 Ensure all perimeter doors are locked and
11 secure throughout the night.

12 18.2.4.7 Make decisions and take immediate action to
13 deal with emergency or unusual situations, including crisis intervention,
14 comforting, or counseling Youth/NMDs.

15 18.2.4.8 Document routine log of activity; observe and
16 record illnesses, unusual behavioral actions, sleep patterns, nightmare
17 occurrences, etc.

18 18.2.4.9 Follow suicide prevention protocol and
19 monitoring as directed.

20 18.2.4.10 Ensure appropriate usage of certified
21 behavioral crisis prevention, crisis management, and intervention program.

22 18.2.4.11 Administer medications as prescribed by
23 physician, and maintain accurate medication documentation.

24 18.2.4.12 Notify appropriate Provider staff and/or
25 ADMINISTRATOR as required, of any unusual incidents or emergency situations.

Qualifications:

26 18.2.4.13 At least twenty-one (21) years of age.

27 18.2.4.14 High school diploma or GED.
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1 18.2.4.15 Completion of twelve (12) postsecondary
2 semester units in early childhood education or childhood development from an
3 accredited college/university is preferred.

4 18.2.4.16 One (1) to two (2) years year of experience
5 working in a residential child care facility.

6 18.2.4.17 Effective verbal and written communication
7 skills and ability to understand and follow verbal and written instructions.

8 18.2.5 Counselor for Specialized Treatment Services: Part-Time
9 FTE

Duties:

10 18.2.5.1 Evaluate, develop and facilitate treatment
11 services for Youth/NMDs who need specialized treatment services which include
12 but is not limited to:

13 18.2.5.2 Substance abuse, trauma informed care and
14 Commercial Sexual Exploitation of Children (CSEC) based on the needs of the
15 Youth/NMD's.

Qualifications:

16 18.2.5.3 Master's Degree from an accredited
17 college/university in Social Work, Human Services, Behavioral Science, or
18 related field and one (1) year of experience providing case management and
19 counseling services in a residential child care facility; or

20 18.2.5.4 Registered Intern: Master's Degree from an
21 accredited college/university in Social Work, Human Services, Behavioral
22 Science, or related field, and in the process of completing licensure
23 requirements for Licensed Marriage and Family Therapist (LMFT); or Licensed
24 Clinical Social Worker (LCSW) and two (2) years of experience providing case
25 management and counseling services in a residential child care facility.

26 18.2.5.5 One (1) year of experience working with youth

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1 with substance abuse issues and/or substance counseling services with youth is
2 preferred.

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