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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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1 4. DESCRIPTION OF SERVICES, STAFFING

2 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
3 and supplies as described in the Exhibit "A" to the Agreement between County
4 of Orange and Rite of Passage, Adolescent Treatment Centers and Schools
5 Incorporated, for the Provision of High Needs Youth Residential Homes Services
6 Tustin Family Campus, attached hereto and incorporated herein by reference.
7 CONTRACTOR shall operate continuously throughout the term of this Agreement
8 with the number and type of staff described and as required for provision of
9 services hereunder.

10 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
11 may require changes in staffing allocations to reflect current workload
12 demands or service needs. ~~as long as COUNTY's maximum obligation as set forth~~
13 ~~in this Agreement is not exceeded.~~

14 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
15 appropriate staff to attend an orientation session and subsequent training
16 sessions given by COUNTY.

17 5. LICENSES AND STANDARDS

18 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
19 required by the laws of the United States, State of California, County of
20 Orange and all other appropriate governmental agencies to perform the services
21 described in this Agreement, and agrees to maintain these licenses and permits
22 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
23 that its employees shall conduct themselves in compliance with such laws and
24 licensure requirements including, without limitation, compliance with laws
25 applicable to sexual harassment and ethical behavior.

26 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
27 unless waived in whole or in part by ADMINISTRATOR, with all applicable
28 provisions of the California Welfare and Institutions Code (WIC); Title 45 of

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

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

11 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

12 6.1 Delegation and Assignment:

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

22 6.2 Subcontracts:

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

1 require.

2 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

3 7.1 Form of Business Organization:

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

8 7.1.1 The form of CONTRACTOR's business organization, i.e.,
9 proprietorship, partnership, corporation, etc.

10 7.1.2 A detailed statement indicating the relationship of
11 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
12 individual.

13 7.1.3 A detailed statement indicating the relationship of
14 CONTRACTOR to any subsidiary business organization or to any individual who
15 may be providing services, supplies, material or equipment to CONTRACTOR or in
16 any manner does business with CONTRACTOR under this Agreement.

17 7.2 Change in Form of Business Organization:

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

25 8. USE OF COUNTY PROPERTY

26 8.1 COUNTY intends to permit CONTRACTOR the use of office space,
27 office furniture, and office equipment located at Tustin Family Campus at
28 which CONTRACTOR shall be co-located with COUNTY staff pursuant to this

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

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

12 9. NON-DISCRIMINATION

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

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

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

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1 Paragraph 9 et seq.

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

5 9.5 Non-Discrimination in Employment:

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

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

18 California Department of Social Services

19 Public Inquiry and Response Bureau

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

21 Sacramento, CA 94244-2430

22 Telephone: (800) 952-5253

23 (800) 952-8349 (For the hard of hearing)

24 9.6 Non-Discrimination in Service Delivery:

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

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1 the Americans with Disabilities Act of 1990; California Civil Code Section 51
2 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
3 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
4 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
5 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
6 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
7 Act of 1996; and other applicable Federal and State laws, as well as their
8 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
9 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
10 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
11 now exist or be hereafter amended. CONTRACTOR shall not implement any
12 administrative methods or procedures which would have a discriminatory effect
13 or which would violate the California Department of Social Services (CDSS)
14 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
15 are any violations of this Paragraph, CDSS shall have the right to invoke
16 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
17 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
18 to the appropriate Federal agency for further compliance action and
19 enforcement of Subparagraph 9.6 et seq.

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

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

24 9.6.2.2 Discrimination Complaint Form

25 9.6.2.3 Civil Rights Contacts:

26 County Civil Rights Contact:

27 Orange County Social Services Agency

28 Program Integrity

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Attn: Civil Rights Coordinator
P.O. Box 22001
Santa Ana, CA 92702-2001
Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

10. NOTICES

10.1 All notices, 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

1 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually
2 agree in writing to change the addresses to which notices are sent.

3 11. NOTICE OF DELAYS

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

9 12. INDEMNIFICATION

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

23 13. INSURANCE

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

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

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

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

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

26 13.5 Qualified Insurer:

27 13.5.1 The policy or policies of insurance required herein must
28 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's

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1 Rating) and VIII (Financial Size Category as determined by the most current
 2 edition of the Best's Key Rating Guide/Property-Casualty/United States or
 3 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
 4 to do business in the State of California (California Admitted Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

28 13.8 Required Coverage Forms:

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1 13.8.1 Commercial General Liability coverage shall be written on
2 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
3 liability coverage at least as broad.

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

7 13.9 Required Endorsements:

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

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

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

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

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

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

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1 written notice of cancellation may constitute a material breach of the
2 contract, upon which the County may suspend or terminate this Agreement.

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

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

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

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

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

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

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

1 insurer.

2 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

3 CONTRACTOR shall report to COUNTY:

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

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

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

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

19 15. CONFLICT OF INTEREST

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

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

1 to act contrary to the best interests of COUNTY.

2 16. ANTI-PROSELYTISM PROVISION

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

7 17. SUPPLANTING GOVERNMENT FUNDS

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

17 18. EQUIPMENT

18 18.1 Personal Computer Equipment:

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

22 19. BREACH SANCTIONS

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

28 19.1 Afford CONTRACTOR a time period within which to cure the breach,

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1 which period shall be established by ADMINISTRATOR; and/or

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

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

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

9 20. PAYMENTS

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

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

28 20.3 CONTRACTOR shall be classified at RCL 12 only if CONTRACTOR

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1 generates the requisite number of points for RCL 12, only accepts Youth/NMD
2 with special treatment needs, as determined through the assessment process in
3 Section 11462.01 of the WIC, and has as part of their program measurable
4 performance standards developed by COUNTY.

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

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

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

20 21. OVERPAYMENTS

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

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

6 22. OUTSTANDING DEBT

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

10 23. MEDICAL COSTS

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

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

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

25 24. FINAL REPORT

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

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1 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing
2 to modify the date upon which the final report must be submitted.

3 25. RECORDS, INSPECTIONS AND AUDITS

4 25.1 Financial Records:

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

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

15 25.2 Client Records:

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

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

26 25.2.3 COUNTY may refuse payment for a claim if client records
27 are determined by COUNTY to be incomplete or inaccurate. In the event client
28 records are determined to be incomplete or inaccurate after payment has been

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1 made. COUNTY may treat such payment as an overpayment within the provisions of
2 this Agreement.

3 25.3 Public Records:

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

9 25.4 Inspections and Audits:

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

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

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

27 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
28 COUNTY's liability to the State or Federal government or any agency thereof

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1 resulting from any disallowances or other audit exceptions to the extent that
2 such liability is attributable to CONTRACTOR's failure to perform under this
3 Agreement.

4 25.5 Evaluation Studies:

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

9 26. PERSONNEL DISCLOSURE

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

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

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

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

23 26.1.4 The language skill, if applicable, for all personnel.

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

1 performance of services under this Agreement.

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

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

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

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

1 staff.

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

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

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

10 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

28 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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1 28.1 In order to comply with child support enforcement requirements of
2 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
3 of the award of this Agreement:

4 (a) in the case of an individual contractor, his/her name, date of
5 birth, Social Security number, and residence address;

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

10 (c) a certification that CONTRACTOR has fully complied with all
11 applicable Federal and State reporting requirements regarding its
12 employees; and

13 (d) a certification that CONTRACTOR has fully complied with all
14 lawfully served Wage and Earnings Assignment Orders and Notices of
15 Assignment, and will continue to so comply.

16 28.2 The failure of CONTRACTOR to timely submit the data or
17 certifications required by subsections (a), (b), (c), or (d), or to comply
18 with all Federal and State employee reporting requirements for child support
19 enforcement or to comply with all lawfully served Wage and Earnings Assignment
20 Orders and Notices of Assignment shall constitute a material breach of this
21 Agreement, and failure to cure such breach within sixty (60) calendar days of
22 notice from COUNTY shall constitute grounds for termination of this Agreement.

23 28.3 It is expressly understood that this data will be transmitted to
24 governmental agencies charged with the establishment and enforcement of child
25 support orders, and for no other purpose.

26 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

27 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
28 ensure that all employees, volunteers, consultants, or agents performing

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

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

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

16 31. CONFIDENTIALITY

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

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

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

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

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

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

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

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

28 32. COPYRIGHT ACCESS

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

5 33. WAIVER

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

14 34. PUBLICITY

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

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

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

27 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
28 and shall not authorize another to, publish or disseminate any commercial

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1 advertisements, press releases, feature articles, or other materials using the
2 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
3 unreasonably withhold written consent.

4 35. COUNTY RESPONSIBILITIES

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

7 36. REFERRALS

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

10 37. REPORTS

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

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

19 38. ENERGY EFFICIENCY STANDARDS

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

23 39. ENVIRONMENTAL PROTECTION STANDARDS

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

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1 CONTRACTOR assures that:

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

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

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

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

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

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

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

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

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

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

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

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

24 41. POLITICAL ACTIVITY

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

28 42. TERMINATION PROVISIONS

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

9 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to
10 cooperate with ADMINISTRATOR in the orderly transfer of service
11 responsibilities, active case records, and pertinent documents.

12 42.3 The obligations of COUNTY under this Agreement are contingent upon
13 the availability of Federal and/or State funds, as applicable, for the
14 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
15 for the services hereunder in the budget approved by the Orange County Board
16 of Supervisors each fiscal year this Agreement remains in effect or operation.
17 In the event that such funding is terminated or reduced, ADMINISTRATOR may
18 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
19 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
20 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
21 notification of such determination. CONTRACTOR shall immediately comply with
22 ADMINISTRATOR's decision.

23 42.4 If any provision of this Agreement or the application thereof is
24 held invalid, the remainder of this Agreement shall not be affected thereby.

25 43. GOVERNING LAW AND VENUE

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

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

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44. SIGNATURE IN COUNTERPARTS

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

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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: _____
Deputy

Dated: _____

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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. 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

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

2 1.4 ~~Youth, defined as an Orange County Juvenile Court child welfare~~
3 ~~dependent or one with and dual status jurisdiction youth, pursuant to WIC~~
4 ~~Section 241.1., ages twelve (12) to eighteen (18) years;~~

5 ~~1.4.1 Non-Minor Dependent (NMD), defined as an Orange County~~
6 ~~Juvenile Court child welfare dependent or one with and dual status~~
7 ~~jurisdiction youth, pursuant to WIC Section 241.1., ages eighteen (18) to~~
8 ~~twenty-one (21) years, with an open SSA case, pursuant to WIC Section~~
9 ~~11400.(v)(1)(2)(3); and~~

10 ~~1.4.2 Youth/NMDs that would be placed in a group home licensed~~
11 ~~by CCLD at Rate Care Level (RCL) 12.~~

12 1.5 ~~It is mutually understood that the two (2) High Needs Youth~~
13 ~~residential homes combined shall serve up to twelve (12) Youth/NMDs at any~~
14 ~~given time, with up to six (6) Youth/NMDs in each home. CONTRACTOR shall~~
15 ~~provide services requested by ADMINISTRATOR for the referrals received until~~
16 ~~referred Youth/NMDs are ready to transition from the TFC to a lower level of~~
17 ~~care; reunify with their parent(s); or placement are placed with relatives or~~
18 ~~non-relative extended family members (NREFM); placed in a foster home, Foster~~
19 ~~Family Agency (FFA); or enter a Transitional Housing Placement Program (THPP),~~
20 ~~Transitional Housing Placement Plus Program (THP+), Transitional Housing~~
21 ~~Placement Plus Foster Care Program (THP+FC), or Transitional Housing~~
22 ~~Placement Plus (THP+) Host Family Services; or emancipate.~~

23 1.6 ~~One home shall house male Youth and NMDs, and the other home shall~~
24 ~~house female Youth and NMDs as defined in Subparagraph 1.1.1 of this~~
25 ~~Agreement.~~

26 2. REFERRALS

27 2.1 ~~It is mutually understood that the two (2) High Needs Youth~~
28 ~~residential homes combined shall serve up to twelve (12) Youth/NMDs at any~~

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1 given time, with up to six (6) Youth/NMDs in each home. One (1) home shall
2 house male Youth and NMDs, and the other home shall house female Youth and
3 NMDs as defined in Paragraph 1 of this Exhibit A.

4 2.2 It is mutually understood that no minimum number of placement
5 referrals is guaranteed, expressed or implied, under this Agreement.
6 CONTRACTOR agrees to provide services regardless of the quantity of placement
7 referrals received. The County of Orange Social Services Agency (SSA) shall
8 be the sole source for all referrals for placements to the High Needs Youth
9 Residential Homes Services Program and SSA will be the lead agency for
10 Youth/NMDs with dual status jurisdiction.

11 2.3 Referrals and placement of Youth/NMDs by ADMINISTRATOR may be
12 negotiable between ADMINISTRATOR and CONTRACTOR, on a case-by-case basis,
13 depending upon COUNTY's placement needs and referrals that do not conflict
14 with the CCLD approved Program Statement of CONTRACTOR.

15 2.4 CONTRACTOR shall provide services requested by ADMINISTRATOR for
16 the referrals received until Youth/NMDs are ready to transition from the TFC
17 to a lower level of care; reunify with their parent(s); are placed with
18 relatives or non-relative extended family member (NREFM); placed in a foster
19 home, Foster Family Agency (FFA); or enter a Transitional Housing Placement
20 Program (THPP) or Transitional Housing Placement-Plus Program (THP+),
21 Transitional Housing Placement-Plus Foster Care Program (THP+FC), or
22 Transitional Housing Placement-Plus (THP+) Host Family Services; or
23 emancipate.

24 3. CONTRACTOR'S PROGRAM STATEMENT

25 3.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or
26 revised Program Statement as submitted to the CDSS and/or CCLD, or upon
27 ADMINISTRATOR's request, subsequent to the execution of this Agreement. The
28 provisions of the revised Program Statement shall supersede the provisions

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1 contained in the previous Program Statement submitted to ADMINISTRATOR to the
2 extent they conflict.

3 4. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

4 4.1 GOALS

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

11 4.2 STRATEGIES

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

17 4.3 OUTCOME OBJECTIVES

18 CONTRACTOR shall meet, at minimum, ~~but not be limited to~~ the
19 following step-down plans and outcomes:

20 4.3.1 Transitional planning shall commence within the first
21 thirty (30) days of placement by setting goals towards transitioning to a
22 lower level of care. Monthly evaluations will be completed thereafter, with
23 the expectation to complete the plan within nine (9) to twelve (12) months of
24 placement; and

25 4.3.2 Youth/NMD shall obtain and demonstrate a sustainable and
26 increased level of functioning within twelve (12) months to successfully
27 transition and be maintained in a lower level of care.

28 4.3.3 If it is deemed that the Youth/NMD will not be ready to

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1 transition to a lower level of care upon the twelfth (12th) month of placement
2 or the Youth's/NMD's three hundred sixty-fifth (365th) day in group home care.
3 CONTRACTOR shall:

4 4.3.3.1 Provide notice and justification to the
5 County Social Worker to request an extension of services; and

6 4.3.3.2 Ensure additional evaluations will be
7 completed every one hundred eighty (180) days thereafter, in collaboration
8 with County Social Worker and Treatment Team, defined as a collaborative team
9 consisting of ADMINISTRATOR and CONTRACTOR who confer for decision making
10 purposes, to determine transition planning or the need for continued group
11 home care.

12 5. SERVICES TO BE PROVIDED

13 CONTRACTOR shall:

14 5.1 Possess an understanding of the responsibilities, objectives, and
15 requirements of COUNTY in regard to the care and treatment of Youth/NMDs in
16 order to engage them and shall work collaboratively with ADMINISTRATOR to
17 deliver strength-based, family-friendly, and family-centered treatment
18 services that address the needs of Youth/NMDs.

19 5.2 Provide services ordered by the Orange County Juvenile Court or as
20 determined by the Needs and Services Plan described in Subparagraph 12.2 of
21 this Exhibit A. ~~defined as the written plan required by Title 22, CCR Sections~~
22 ~~84068.2 and 84268.2~~

23 5.3 Accept placement of all Youth/NMDs referred by ADMINISTRATOR as
24 described in Subparagraph 2.2 and 2.3 of this Exhibit A.

25 5.4 Attend all Team Decision Making (TDM) meetings, defined as a group
26 process facilitated by CFS staff to make decisions critical to a Youth's/NMD's
27 well-being including but not limited to, decisions to separate a Youth/NMD
28 from his/her family, reunify with the family, or to change a placement.

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1 5.5 Maintain placement of Youth/NMD ~~on a case-by case basis~~ until the
2 Treatment Team, in conjunction with ~~the outcome of a the SSA Team Decision~~
3 ~~Making (TDM) meeting, defined as a group process facilitated by CFS to make~~
4 ~~decisions critical to a Youth's/NMD's well-being, including but not limited to~~
5 ~~decisions to separate a Youth/NMD from his/her family, reunify with the~~
6 ~~family, or to change a placement that CONTRACTOR must attend,~~ determines that:

7 5.5.1 The Youth/NMD has achieved ~~Achievement of~~ all therapeutic
8 and Treatment Plan goals and is ready for reunification, transition, or
9 placement to a lower 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 ~~staff coverage ratio of one to three (1:3)~~
9 ~~staff to Youth/NMDs and one (1)~~ Group Counselor staff coverage at a ratio of
10 one to three (1:3) staff to Youth/NMDs, onsite, per home, during awake 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 ~~Provide~~ onsite counseling services and case

11 management by the Licensed Clinical Case Manager to Youth/NMDs to support and

12 facilitate a better understanding and acceptance of his/her situation, the

13 reasons for placement, and support the Youth/NMD with associated emotional

14 problems and resolving difficulties regarding family issues. In addition,

15 services will facilitate planning for reunification with parent(s) or

16 transition and placement to a lower level of care. ~~Licensed Clinical Case~~

17 ~~Manager and Clinical Case Manager staff shall be required to be employed by of~~

18 ~~CONTRACTOR.~~ Onsite counseling services shall include but not be limited to

19 trauma informed:

- 20 5.16.1 Crisis intervention and crisis management;
- 21 5.16.2 Group and individual therapy;
- 22 5.16.3 Substance abuse counseling/intervention;
- 23 5.16.4 Grief and loss counseling;
- 24 5.16.5 Group behavioral treatment and skill building;
- 25 5.16.6 Reinforcement of medication compliance; and
- 26 5.16.7 Encouragement of the Youth's/NMD's philosophical shift
- 27 from "survival/coping skills" to "empowerment/choice," and self-expression.

28 5.17 ~~Ensure COUNTY policy and Juvenile Court requirements are followed~~

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1 ~~regarding psychotropic medication, administration, documentation, monitoring,~~
2 ~~and reporting responsibilities. are followed.~~

3 5.18 In addition to onsite counseling services, coordinate with Health
4 Care Agency (HCA) Behavioral Health and Alcohol and Drug Abuse Services to
5 meet the behavioral and mental health needs of Youth/NMDs which shall include
6 but not be limited to: ~~to ensure the following services are provided:~~

7 5.18.1 Initial referrals for counseling and follow-up services
8 per HCA protocol;

9 5.18.2 Crisis intervention and crisis management;

10 5.18.3 Psychiatric evaluation; and

11 5.18.4 Psychotropic medication management.

12 5.19 Ensure COUNTY policy and Juvenile Court requirements are followed
13 regarding psychotropic medication administration, documentation, monitoring,
14 and reporting responsibilities.

15 5.20 Coordinate, develop, and implement protocol for emergency
16 behavioral and mental health crises, evaluation, intervention, and support
17 during regular business, and after-hours.

18 5.21 Utilize effective behavioral management model(s)/systems to meet
19 the various and multiple needs of presenting behavioral, mental health, and/or
20 substance abuse needs of referred Youth/NMDs.

21 5.22 Utilize a certified behavioral crisis prevention, crisis
22 management, and crisis intervention program approved by CCLD and ADMINISTRATOR
23 County and CCL.

24 5.23 Coordinate ongoing communication protocol with local law
25 enforcement and emergency services.

26 5.24 Provide all programmatic services to disabled Youth/NMDs
27 including, but not limited to specialized and individualized services in
28 consultation with ADMINISTRATOR.

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1 5.25 Provide monitored visitation when ordered by Orange County
2 Juvenile Court, and transportation as needed, pursuant to referenced in
3 Subparagraph 5.29.4.

4 5.26 Provide weekly recreational and physical activity plans for self-
5 expression and physical health, and keep records of all activities.

6 5.27 Provide referrals and follow-up to referrals for community
7 linkages for any other service needs of Youth/NMDs.

8 5.28 Drug Testing:

9 5.28.1 Ensure drug testing of Youth/NMD is performed when, and
10 as ordered by Orange County Juvenile Court, or authorized by parental consent,
11 for medical diagnosis and treatment purposes. CONTRACTOR will notify County
12 Social Worker when drug testing is deemed necessary.

13 5.29 Transportation:

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

16 5.29.1 School of origin, other public or non-public schools in
17 the community, and all school related activities;

18 5.29.2 All dependency court hearings, medical, dental,
19 psychiatric appointments, and support services etc.;

20 5.29.3 Independent living activities and functions; and

21 5.29.4 Monitored visitation referenced in Subparagraph 5.24.

22 5.30 Education:

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

25 5.30.1 Ensuring and maintaining school-age Youth's/NMD's
26 enrollment and attendance at either the school of origin or other public or
27 non-public schools in the community, as determined by Orange County Juvenile
28 Court in conjunction with the County Social Worker;

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1 5.30.2 Providing transportation to and from the Youth's/NMD's
2 school of origin or other public or non-public schools—in the community, and
3 to all school related activities;

4 5.30.3 Enrolling Youth/NMD in school within three (3) school
5 days of placement. Notify County Social Worker within three (3) business days
6 of any obstacles to Youth's/NMD's school enrollment;

7 5.30.4 Ensuring the Youth/NMD maintains acceptable attendance.
8 Notify the County Social Worker immediately if the Youth/NMD does not attend
9 school;

10 5.30.5 Monitoring the Youth's/NMD's performance in school and
11 determine areas in which improvement is needed. Provide tutoring, school
12 homework supervision, and assistance, as needed. Notify the County Social
13 Worker when a Youth's/NMD's school performance needs improvement;

14 5.30.6 Ensuring that each Youth/NMD is provided appropriate
15 weather attire, book bag/backpack, and other school supplies identified as
16 essential by the school;

17 5.30.7 Cooperating with the Special Education Local Planning
18 Area (SELPA) for any needed special education services, and Individual
19 Education Plan (IEP);

20 5.30.8 Requesting monthly, or more frequent feedback from
21 teachers regarding progress on educational/academic performance and social
22 goals. Document names of persons, dates of contact ~~contact persons,~~ and
23 feedback provided;

24 5.30.9 Complying with CCR Title 22 requirements for School
25 Report Cards and School Information; and

26 5.30.10 Attending and participating in all various school
27 activities and meetings with Youth/NMDs such as Back to School Night, Open
28 House, and Parent-Teacher conferences, etc.

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1 5.31 With Regard to TPSP:

2 5.31.1 Work collaboratively with the SSA Transitional Planning
3 Services Program/Independent Living Program (TPSP/ILP) and SSA's contracted
4 Emancipation/Independent Living Program (EILP) service provider(s) to meet the
5 service goals set forth in each Youth's/NMD's Transitional Independent Living
6 Plan (TILP). CONTRACTOR shall utilize TPSP/ILP services in addition to any
7 independent living skills program developed separately and used by CONTRACTOR.

8 5.31.2 Assist the Youth/NMD to make a successful transition to
9 independent living by facilitating their participation in TPSP/ILP services
10 including, but not limited to:

11 5.31.2.1 Development of the TILP and supporting
12 Youth/NMDs in those efforts;

13 5.31.2.2 Attending workshops in areas such as
14 interpersonal relationships, daily living, education, employment, money
15 management, wardrobe readiness for employment, time management, and
16 organization;

17 5.31.2.3 Participating in TPSP/ILP special events;

18 5.31.2.4 Participating in mentorship programs;

19 5.31.2.5 Providing transportation of the Youth/NMD to
20 and from all TPSP/ILP related activities, as required by ADMINISTRATOR,
21 including supervision for three (3) or more Youth/NMD's attending the same
22 activity; and

23 5.31.2.6 Preparing and submitting to ADMINISTRATOR a
24 specific summary of EILP provider(s) and/or any EILP services offered by the
25 CONTRACTOR. CONTRACTOR will maintain summaries in each Youth's/NMD's record.

26 5.32 ~~Maintain~~ Ensure the Youths'/NMDs' Personal Rights as set forth in
27 Title 22 Regulations.

28 5.33 Develop, implement, and maintain, written Youth/NMD discipline

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1 policies and procedures in accordance with Title 22 Regulations.

2 5.34 Ensure a reasonable and prudent parent standard pursuant to WIC
3 ~~Section 362.04., and 362.05.~~ for Youth/NMDs to participate in extracurricular,
4 enrichment, and social activities with reasonable determination of the
5 appropriateness of the activity in consideration of the Youth/NMDs age,
6 maturity, and developmental level pursuant to WIC Section 362.05.

7 5.35 Respect the cultural diversity of Youth/NMD, their parent(s), and
8 any other relatives, significant relationship connections; and provide
9 culturally responsive staff, as described in Subparagraph 18.2.

10 5.36 Provide bi-lingual direct service staff as described in
11 Subparagraph 18.4.

12 5.37 Develop and maintain collaborative partnerships with local
13 Community Based Organizations, Faith Based Organizations, Family Resource
14 Centers, middle schools, high schools, community colleges, potential
15 employers, One-Stop Centers, Orangewood Children's Foundation, independent
16 living skills service providers, vocational training programs, and housing
17 authorities.

18 5.38 Be community based and provide integrated services that coordinate
19 federal, state and community funding.

20 5.39 Provide ongoing resources and tools needed to assist Youth/NMDs to
21 achieve success in attaining their life goals during and after exiting the
22 program.

23 5.40 Post safety notices and other literature provided and as indicated
24 by ADMINISTRATOR. Such literature may be in the form of, but not limited to,
25 placards, posters, checklists, instructions, or diagrams.

26 6. HOURS OF OPERATION

27 CONTRACTOR shall provide service hours as determined by ADMINISTRATOR
28 that are responsive to the needs of the target population as determined by

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1 ADMINISTRATOR.

2 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

3 7.1 CONTRACTOR shall develop an emergency plan and procedures to
4 request immediate assistance when needed from resources such as the fire
5 department, paramedics/ambulance service and police, and shall also include
6 procedures to notify and request assistance from County Social Worker when
7 necessary.

8 7.2 CONTRACTOR shall ensure that appropriate medical, dental,
9 emergency and specialty care services and resources are provided to meet the
10 needs of Youth/NMD. Services include but are not limited to:

11 ~~7.2.1 An emergency plan and procedures to request immediate~~
12 ~~assistance from resources such as fire, paramedics, ambulance, police, and~~
13 ~~notification or assistance from the County Social Worker.~~

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

20 7.2.3 A dental examination that shall be provided within thirty
21 (30) calendar days of placement, unless written documentation has been
22 provided from the previous caregiver that an examination was done within the
23 past eleven (11) months with no follow-up recommended. A regular dental
24 examination shall be provided every twelve (12) months thereafter, or sooner,
25 if the initial examination report warrants it.

26 7.3 Personal Needs:

27 Provide basic and personal needs as appropriate, including but not
28 limited to:

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1 7.3.1 Clean fresh towels, mattress pad, pillows, sheets, and
2 blankets in sufficient number to ensure cleanliness and warmth;

3 7.3.2 Personal care items, including but not limited to
4 toothpaste, toothbrush, soap, hair care items and hygiene supplies appropriate
5 for each Youth/NMDs specific needs; and

6 7.3.3 A separate and secure storage area for personal items for
7 each Youth/NMD.

8 7.4 Clothing:

9 7.4.1 Provide clothing items requested by ADMINISTRATOR, within
10 three (3) calendar days of the Youth's/NMD's initial placement date;

11 7.4.2 Provide monthly clothing allowance of no less than
12 seventy-five dollars (\$75.00) per Youth/NMD to purchase clothing necessary to
13 meet individual needs. Purchased clothing shall be appropriate to the
14 individual Youth's/NMD's age, social environment and daily activities and
15 shall support the Youth's/NMD's self-esteem;

16 7.4.3 Maintain receipts for all clothing purchases in
17 Youth's/NMD's record.

18 7.5 CONTRACTOR shall comply with the following regarding clothing and
19 personal property: ~~including but not limited to:~~

20 7.5.1 Documenting an inventory of each Youth's/NMD's clothing
21 and personal property which will be initiated at the time of placement and
22 reviewed and updated at least annually and upon termination of placement.
23 Inventories will be maintained in the Youth/NMDs record.

24 7.5.2 Ensuring that clothing and other personal items purchased
25 for the Youth/NMD becomes the property of that Youth/NMD and is retained by
26 Youth/NMD when placement is terminated.

27 7.5.3 Ensuring that all Youth/NMDs take their clothing,
28 clothing allowance, personal property and valuables with them when they leave

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1 the program. If that is not possible, clothing, clothing allowance, personal
2 property and valuables shall immediately be stored separately and securely for
3 the individual Youth/NMD by CONTRACTOR for a maximum of thirty (30) days,
4 after which CONTRACTOR shall deliver the items to Youth's/NMD's County Social
5 Worker. CONTRACTOR shall supply an appropriate method of storage for clothing
6 and personal property (e.g. suitcase, duffel bag, etc.) at termination of
7 placement.

8 7.6 Food:

9 Provide food to Youth/NMDs in an adequate and balanced diet as
10 required by Title 22 CCR Food Service guidelines, Section 84276. In addition,
11 CONTRACTOR shall maintain the following minimum emergency supplies per
12 Youth/NMD on the premises:

13 7.6.1 One (1) week supply of staple non-perishable foods;

14 7.6.2 Two (2) day supply of fresh perishable foods; and

15 7.6.3 A minimum five (5) day supply of at least one (1) gallon
16 of water per Youth/NMD per day.

17 7.7 Chores:

18 7.7.1 Specify and post reasonable chores which Youth/NMD shall
19 be required to do as part of their regular routine;

20 7.7.2 Supervise Youth/NMD while they are engaged in assigned
21 chores;

22 7.7.3 Allow the County Social Worker to review CONTRACTOR's
23 policies regarding chores upon request. The County Social Worker may alter the
24 chores assigned to a specific Youth/NMD.

25 ~~7.7.4 Supervise Youth/NMD while they are engaged in assigned~~
26 ~~chores.~~

27 7.8 Allowances:

28 7.8.1 Ensure each Youth/NMD is provided with an allowance no

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1 less frequently than once a week. Such allowance shall be documented in each
 2 Youth's/NMD's record. Receipt of such allowance shall be initialed by the
 3 Youth/NMD. Allowances will be at the following minimum amounts:

4 ~~7.7.2~~ Minimum Allowances:-

5	<u>Age</u>	<u>Weekly Allowance Rate</u>
6	12 years	\$12.00
7	13 years	\$13.00
8	14 years	\$14.00
9	15 years	\$15.00
10	16 years	\$16.00
11	17 years	\$17.00
12	18 years	\$18.00
13	19 years	\$19.00
14	20 years	\$20.00

15 7.8.2 Weekly minimum allowance may be increased at the
 16 discretion of the COUNTY with thirty (30) days written notice to CONTRACTOR.

17 7.9 Safeguards for Cash, Resources, Personal Property and Valuables

18 7.9.1 CONTRACTOR shall assist Youth/NMD, in accordance with
 19 Title 22 Regulations, in maintaining cash resources, personal property, and
 20 valuables separate and intact, and in maintaining accurate records of such
 21 resources.

22 7.9.2 In the event that a Youth/NMD is employed, CONTRACTOR
 23 shall assist Youth/NMD in setting up a bank account in accordance with Title
 24 22 Regulations, Section 84072(c)(8), to the satisfaction of the County Social
 25 Worker. Youth's/NMD's funds shall not be commingled with CONTRACTOR's funds
 26 or petty cash.

27 7.10 Visitors:

28 Each residential home shall maintain a separate Visitors Log Book,

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1 Sign-In/Sign-Out log, and CONTRACTOR shall:

2 7.10.1 Establish a set of rules in compliance with CCLD
3 regulations regarding visitation hours, sign-in/sign-out requirements in a
4 Visitors Log, and visitation areas. Such rules shall apply to all visitors.
5 Visitors may require supervision by CONTRACTOR's staff;

6 7.10.2 Ensure that upon entering the program, all adult visitors
7 sign in on the Visitors Log. CONTRACTOR shall request a valid California
8 driver's license or other form of government issued picture identification and
9 will record the name, address, and driver's license number, or identification
10 number of each visitor, as well as, the visitor's relationship to the
11 Youth/NMD, the stated purpose of the visit, and the time of the visitor's
12 entry and departure;

13 7.10.3 Ensure that visitors who are not required to go further
14 into the Youth's/NMD's quarters are restricted to a controlled, designated
15 area, and are supervised by the CONTRACTOR's staff; and

16 7.10.4 Ensure that all visitors entering into any area of the
17 homes, where children are or may be present, are accompanied by CONTRACTOR's
18 staff at all times, except parent(s), relatives, NREFM or foster families, who
19 have been approved by the County Social Worker, for unmonitored visitation.
20 Such approved visitors shall be accompanied by CONTRACTOR's staff to and from
21 a private designated location in or near the homes where the visit will take
22 place. In these instances, CONTRACTOR staff need not be present during
23 unmonitored visitation.

24 7.11 Records:

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

28 7.11.1 Information regarding the Youth/NMDs participation in

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1 TPSP/ILP services as applicable:

2 7.11.2 TILP;

3 7.11.3 Statement of behaviors with potential risk and/or safety
4 concerns;

5 7.11.4 Youth's/NMD's financial information, including revenues
6 and disbursements for property provided by ADMINISTRATOR and signed for by
7 each Youth/NMD;

8 7.11.5 Allowances received by and signed for by Youth/NMD;

9 7.11.6 Reports on interviews with Youth/NMD;

10 7.11.7 Special Incident Report (SIR);

11 7.11.8 Intake Summary;

12 7.11.9 Needs and Services Plan;

13 7.11.10 Individualized Treatment Plan;

14 7.11.11 Monthly Evaluations;

15 7.11.12 Quarterly Evaluation Reports;

16 7.11.13 Termination Summary;

17 7.11.14 Absence Report;

18 7.11.15 Medical/dental records;

19 7.11.16 Treatment records, (including a copy of Child Health and
20 Disability Prevention (CHDP) physical, or its equivalent, that is less than
21 one (1) year old);

22 7.11.17 All psychotropic medication orders, medication changes,
23 and Medication Administration Records (MARs);

24 7.11.18 Monthly feedback from the Youth's/NMD's school regarding
25 academic progress and social performance; and

26 7.11.19 All other records related to services provided to the
27 Youth/NMD.

28 7.12 County Records:

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1 7.12.1 Upon rejection of a referral, CONTRACTOR shall
2 immediately return all documents furnished by ADMINISTRATOR to the County
3 Social Worker.

4 7.12.2 Upon termination of Youth's/NMD's placement, CONTRACTOR
5 shall return all original Juvenile Court records furnished by ADMINISTRATOR to
6 the County Social Worker, upon request, within thirty (30) calendar days after
7 Youth's/NMD's discharge.

8 7.13 House Log Book:

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

13 7.13.1 Population count;

14 7.13.2 Visitors;

15 7.13.3 Special incidents/problems;

16 7.13.4 Group and individual activities;

17 7.13.5 Furloughs or other off-site trips of Youth/NMD; and

18 7.13.6 Staff on duty, including date and time staff enters and
19 leaves the home.

20 7.14 After Care:

21 Provide individualized discharge planning to include the following
22 after care services:

23 7.14.1 In-home staffing support, as needed, for at least thirty
24 (30) days after the Youth/NMD exits the program;

25 7.14.2 Twenty-four hours/seven days per week (24/7) crisis
26 intervention on-call phone support for at least thirty (30) days after the
27 Youth/NMD exits the program;

28 7.14.3 Time-limited, purposeful therapeutic intervention and

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1 support to ensure the Youth's/NMD's successful transition to a lower level of
2 care; and

3 7.14.4 The "warm hand off" step-down/transition process from
4 staff to other providers or specialists, to enhance communication of client
5 information and facilitate continuity of treatment between providers and
6 clinical locations or programs.

7 8. FACILITIES

8 8.1 CONTRACTOR shall provide residential services for up to twelve
9 (12) Youth/NMDs placed in the two (2) High Needs Youth Residential homes as
10 referenced in Subparagraph 1.2 of this Exhibit A, at:

11 Tustin Family Campus

12 ~~15405 Lansdowne Road~~

13 ~~Tustin, CA 92782~~

14 8.2 CONTRACTOR shall maintain the High Needs Youth Residential Homes
15 in a manner which shall ensure the well-being, protection, health, safety, and
16 comfort of each Youth/NMD. Each Youth/NMD shall be afforded a reasonable
17 degree of privacy.

18 9. HANDLING COMPLAINTS

19 CONTRACTOR shall:

20 9.1 Develop, operate, and maintain procedures for receiving,
21 investigating, and responding to complaints, including Civil Rights
22 complaints, requests for COUNTY reviews, negative comments and other
23 complaints relating to the High Needs Youth Residential Homes Services program
24 at TFC filed by Youth/NMD, other contract service providers, community
25 organizations, and the public.

26 9.2 Maintain a log for identification and response to complaints.
27 When complaints cannot be resolved informally, a system of follow-through will
28 be instituted which adheres to formal plans for specific actions and strict

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1 time deadlines. Ideally responses to complaints should occur within two (2)
2 business days.

3 9.3 For Civil Rights complaints, CONTRACTOR shall refer to
4 Subparagraph 9.6.2 of this Agreement.

5 9.4 Identify issues with potential legal implications, and review any
6 such cases with designated COUNTY staff prior to responding to the complaints.

7 9.5 Provide to COUNTY, in a form approved by ADMINISTRATOR,
8 information pertaining to complaints including CONTRACTOR's response, as
9 described in Subparagraph 10 of this Exhibit A, within ten (10) business days
10 of the complaint. CONTRACTOR shall provide a summary of all complaints and/or
11 negative comments as prescribed and in a format approved by ADMINISTRATOR.

12 10. OUTSIDE CONTACTS

13 CONTRACTOR shall:

14 10.1 Immediately inform ADMINISTRATOR upon receiving any inquiry from
15 an elected official, their representative, participant advocate, or the press
16 and immediately provide information in order to permit ADMINISTRATOR to
17 respond.

18 10.2 Consult with ADMINISTRATOR prior to initiating contact with a
19 participant advocate or the press.

20 10.3 Inform ADMINISTRATOR prior to initiating contact with an Orange
21 County elected official or their representative.

22 11. STAFF TRAINING

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

27 11.1 Provide ongoing staff training and assistance to its staff to
28 ensure that all assignments are effectively handled.

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1 11.2 Develop a training program to educate its staff on the
2 characteristics of the Youth/NMDs placed in the High Needs Youth Residential
3 Homes Services program.

4 11.3 Ensure that its staff receives training in understanding cultural
5 differences among groups of participants, and recognizes and effectively
6 intervenes to overcome any language and/or cultural barriers to employment
7 that may be evident.

8 11.4 Maintain a log of in-house training activities and participants in
9 compliance with Title 22 Regulations. This log will be made available to
10 ADMINISTRATOR upon request.

11 12. REPORTING REQUIREMENTS

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

16 12.1 Intake Summary:

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

20 12.1.1 Identification of Youth/NMD's strengths;

21 12.1.2 Medical and dental needs;

22 12.1.3 Psychological/psychiatric evaluations obtained;

23 12.1.4 Case staffing review summaries;

24 12.1.5 Educational assessment;

25 12.1.6 Peer adjustment;

26 12.1.7 Relationship to staff;

27 12.1.8 Involvement in recreation programs;

28 12.1.9 Behavioral problems;

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1 12.1.10 Motivators, triggers, means of de-escalation; and

2 12.1.11 Involvement/relationship with parent(s), relatives,
3 NREFM, significant relationship connections and important persons.

4 12.2 Needs and Services Plan:

5 The Needs and Services Plan is required by Title 22, CCR Sections
6 84068.2 and 84268.2 and shall be developed in partnership with Youth/NMD, all
7 of the Youth's/NMD's treatment providers including the County Social Worker,
8 within thirty (30) days of the Youth/NMDs placement in the program.
9 CONTRACTOR shall provide a signed copy of the plan including Youth/NMD's
10 signature, to the Youth's/NMD's County Social Worker within seven (7) calendar
11 days of completion. A progress report identifying the Youth/NMDs strengths and
12 progress in stepping down to a lower level of care shall be completed, with
13 signatures, and submitted to the Youth's/NMD's County Social Worker every
14 three (3) months thereafter. The plan shall be based on information including,
15 but not limited to:

16 12.2.1 Review of the HEP and HEP Encounter form;

17 12.2.2 Placement information;

18 12.2.3 Service needs of the Youth/NMDs family structure and
19 permanency plan; and

20 12.2.4 Utilization of the TPSP/ILP for Youth age fifteen and
21 one-half (15½) years and older.

22 12.3 Individualized Treatment Plan (ITP):

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

27 12.3.1 Individual social, mental health, and educational needs;

28 12.3.2 Short and long term treatment goals;

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1 12.3.3 Methods and modality of treatment intervention(s)
2 delineated; and

3 12.3.4 Shall be reviewed and updated, and progress shall be
4 measured and reported at each monthly Treatment Team meeting.

5 12.4 Monthly Evaluation:

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

11 12.4.1 Progress toward accomplishing the goals, strategies, and
12 outcome objectives described in Paragraph 4;

13 12.4.2 Identification and assessment of each Youth/NMDs unmet
14 needs; recommendations, and efforts made to meet these needs;

15 12.4.3 Reassessment of the Youth/NMDs adjustment to the program;

16 12.4.4 Current status of Youth/NMDs physical and psychological
17 health, a report of medical care received and medication(s) administered;

18 12.4.5 Modification of the Youth/NMDs treatment plan as
19 necessary;

20 12.4.6 A record of any serious behavioral problems and how these
21 problems were treated, as well as the Youth/NMDs responses;

22 12.4.7 A record of parental contacts, conferences, and visits,
23 contacts with relatives, NREFM, or any other significant relationship
24 connections, or important persons relevant to reunification and permanency
25 connections;

26 12.4.8 A record of contacts/visits with the Youth's/NMD's County
27 Social Worker during the month;

28 12.4.9 A record including dates of contacts to include but not

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1 be limited to treatment professionals such as psychiatrist(s),
2 psychologist(s), licensed or non-licensed mental health professionals,
3 Clinical Social Worker(s), and/or Marriage and Family Therapist(s), etc.; and

4 12.4.10 Copies of any pertinent information such as school
5 reports, medical reports and psychological/psychiatric reports.

6 12.5 Quarterly Evaluation:

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

11 12.5.1 Progress toward accomplishing the goals, strategies, and
12 outcome objectives described in Paragraph 4.

13 12.5.2 Identification, and assessment, of each Youth/NMDs unmet
14 needs; recommendations, and efforts made to meet these needs;

15 12.5.3 Reassessment of Youth/NMDs adjustment to the program;

16 12.5.4 Current status of Youth/NMDs physical and psychological
17 health, including medical care received and medication administered;

18 12.5.5 Modification of the treatment plan as necessary;

19 12.5.6 A record of any serious behavioral problems, how problems
20 were treated, and Youth/NMDs responses;

21 12.5.7 A record of parental contacts, conferences and visits,
22 contacts with relatives, friends, and important persons, relevant to
23 reunification and permanency connections.

24 12.5.8 A record of contacts/visits with Youth's/NMD's County
25 Social Worker during the quarter;

26 12.5.9 A record including dates of contacts to include but not
27 be limited to, treatment professionals such as psychiatrist(s),
28 psychologist(s), licensed or non-licensed mental health professionals,

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1 Clinical Social Worker(s), and/or Marriage and Family Therapist(s), etc.
2 during the quarter; and

3 12.5.10 Copies of any pertinent information such as school
4 reports, medical reports, and psychological/psychiatric reports.

5 12.6 Quarterly Performance Outcomes Report:

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

12 12.7 Termination Summary:

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

17 12.7.1 Name, address, and phone number of location, and
18 person(s) Youth/NMD was discharged/placed to and date of discharge;

19 12.7.2 Records relating to treatment provided to Youth/NMD;

20 12.7.3 Any monies (i.e., allowances, savings) owed to the
21 Youth/NMD; and

22 12.7.4 An inventory of the Youth/NMDs personal belongings and
23 clothing. The Youth/NMD will sign the Termination Summary in agreement with
24 the identification of personal belongings and clothing released to the
25 Youth/NMD when exiting the program.

26 12.8 Absence Report:

27 12.8.1 An authorized absence is one to which the Youth's/NMD's
28 County Social Worker has authorized and/or has mutual agreement for absence

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1 with CONTRACTOR.

2 12.8.2 Following the return of a Youth's unauthorized absence,
3 CONTRACTOR shall immediately notify the Youth's County Social Worker, local
4 law enforcement agency, CCL, and the Youth's parent(s)/guardian(s).

5 12.8.3 Following the return of a NMD's unauthorized absence,
6 CONTRACTOR shall immediately notify the Youth's/NMD's County Social Worker,
7 local law enforcement agency, and CCL.

8 12.8.4 CONTRACTOR, in collaboration with the Treatment Team,
9 shall provide an evaluation and intervention plan for the Youth/NMD that
10 emphasizes the significance of their unauthorized absence to minimize and
11 decrease future unauthorized absences. The intervention plan shall be
12 documented in the Youth's/NMD's case file; and

13 12.8.5 CONTRACTOR shall maintain a record of authorized and
14 unauthorized absences in the Youth's/NMD's case file.

15 13. SPECIAL OR UNPLANNED INCIDENTS

16 13.1 Serious Illness, Accident/Injury, Hospitalization, or Death:

17 13.1.1 CONTRACTOR shall immediately telephone the County Social
18 Worker upon becoming aware of any serious illness, accident/injury,
19 hospitalization, or death of any Youth/NMD in CONTRACTOR's care. If the County
20 Social Worker is unavailable, CONTRACTOR shall make person-to-person
21 notification by calling the County Social Worker's supervisor, and the Program
22 Officer of the Day. CONTRACTOR shall also immediately telephone the
23 Permanency Services Program (PSP) Manager or designee for COUNTY placements
24 regarding:

25 13.1.1.1 Death of any Youth/NMD;

26 13.1.1.2 Hospitalization;

27 13.1.1.3 Any serious illness;

28 13.1.1.4 Accident/injury;

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1 13.1.1.5 Suicide attempt;

2 13.1.1.6 Abduction;

3 13.1.1.7 Client re-location; and

4 13.1.1.8 Natural or man-made disaster or evacuation.

5 13.1.2 If the County Social Worker, supervisor, Program Officer
6 of the Day, PSP Manager or designee are unavailable, CONTRACTOR shall make
7 person-to-person notification by calling SSA Orangewood Children and Family
8 Center (OCFC) at (714) 935-7080. CONTRACTOR shall comply with the "Special
9 Incident Reporting Guidelines for Residential Facilities, Group Home, Small
10 Family Home, and Foster Family Agency," developed by CDSS, CCLD and
11 ADMINISTRATOR, incorporated herein by reference in Paragraph 14 as it
12 currently exists or may hereafter be amended.

13 13.1.3 CONTRACTOR shall follow the verbal report with the
14 submission of an electronic Special Incident Report (~~SIR~~), via the online
15 Foster Youth Information (FYI) System within one (1) business day of such
16 serious illness, accident/injury or death occurs. In the event the FYI system
17 is not available, CONTRACTOR shall submit the SIR via facsimile within one (1)
18 business day of the incident to avoid delinquency. Standard protocol shall
19 resume once the FYI system becomes available.

20 13.1.4 The verbal and electronic/facsimile reports shall
21 include, but not be limited to:

22 13.1.4.1 Name of the Youth/NMD;

23 13.1.4.2 Date of birth of the Youth/NMD;

24 13.1.4.3 Date, time, and location of serious illness,
25 accident/injury, hospitalization, or death;

26 13.1.4.4 Nature of the illness/injury or the
27 circumstances of the death;

28 13.1.4.5 Name or names of CONTRACTOR's officers,

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1 employees, volunteers, or agents with knowledge of the event:

2 13.1.4.6 Name of the attending physician;

3 13.1.4.7 Name of the hospital;

4 13.1.4.8 When applicable, the police report number,
5 name of the police agency handling the incident, date of the police report,
6 and a summary of the circumstances.

7 13.2 Other Special Incidents:

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

10 13.2.1 Assault;

11 13.2.2 Medication Administration Errors;

12 13.2.3 Youth/NMD refused medication;

13 13.2.4 Mis-administered medication;

14 13.2.5 Missed medication;

15 13.2.6 Self-injury;

16 13.2.7 Sexual activity;

17 13.2.8 Suspension from school;

18 13.2.9 Unauthorized school absences;

19 13.2.10 Absence without leave;

20 13.2.11 Possession of contraband or illegal substance and/or
21 weapons;

22 13.2.12 Law enforcement intervention and/or arrest;

23 13.2.13 Property damage and or vandalism;

24 13.2.14 Personal rights complaint; and

25 13.2.15 Any behavior or activities by any volunteer or CONTRACTOR
26 staff while on duty which substantially disrupts activities within
27 CONTRACTOR's facility and jeopardizes the status, safety, or health of a
28 Youth/NMD placed by ADMINISTRATOR.

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1 13.3 This verbal report shall be followed by the submission of a
2 **Special Incident Report** ~~SIR~~ form approved by ADMINISTRATOR, to the County
3 Social Worker and PSP Manager or designee within three (3) calendar days of
4 the incident via the Children and Family Services (CFS) **Special Incident**
5 **Report** ~~SIR~~ Fax Line at (714) 940-3961 and/or the Secure Communication
6 Management System (SCMS).

7 14. CONTRACTOR PERFORMANCE MONITORING

8 14.1 CONTRACTOR's performance shall be monitored and reviewed by
9 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of
10 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in
11 providing the information necessary for performance monitoring. ADMINISTRATOR
12 may use a variety of inspection methods to evaluate CONTRACTOR's performance,
13 including, but not be limited to, the following:

14 14.1.1 ADMINISTRATOR will inspect CONTRACTOR cases and
15 applicable data reports to ensure compliance with the outcome objectives as
16 stated in Subparagraph 4.3 of this Exhibit A.

17 14.1.2 Random sampling of program activities including a review
18 of case files;

19 14.1.3 Activity checklists and random observations;

20 14.1.4 Inspection of output items on a periodic basis as deemed
21 necessary; and

22 14.1.5 Participant complaints and/or participant
23 questionnaires. ~~and~~

24 ~~14.1.6 Service provider complaints or reports.~~

25 14.2 When it is determined that the services were not performed in
26 accordance with this Agreement and/or COUNTY policies during the review
27 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall,
28 within the time period specified in any such corrective action plan, remedy

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1 the performance defects.

2 14.3 CONTRACTOR shall cooperate with COUNTY in providing the
3 information necessary for performance monitoring and with authorized State or
4 Federal representatives who may audit program services. Performance evaluation
5 meetings shall be conducted as deemed necessary by ADMINISTRATOR.

6 15. QUALITY CONTROL

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

13 15.1 The method for ensuring the services, deliverables, and
14 requirements defined in this Agreement are being provided at or above the
15 level of quality per this Agreement;

16 15.2 The method for assuring that CONTRACTOR staff rendering services
17 under this Agreement have the necessary qualifications;

18 15.3 The method for identifying and preventing deficiencies in the
19 quality of service as defined by COUNTY policy.

20 15.4 The method for providing ADMINISTRATOR with a copy of CONTRACTOR
21 case reviews, a clear description of, and corrective action taken, to resolve
22 identified problems;

23 15.5 Items/areas to be inspected on either a scheduled or unscheduled
24 basis, how often inspections shall be accomplished, and the title of the
25 individual(s) who shall perform the inspections;

26 15.6 Specific methods for identifying and preventing deficiencies in
27 the quality of service performed, before the level of performance becomes
28 unacceptable;

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1 15.7 Maintenance of a file of all inspections conducted by CONTRACTOR
2 and, if necessary, the corrective action taken; and

3 15.8 Method for continuing services in the event of a man-made or
4 natural disaster.

5 16. BUSINESS CONTINUITY PLAN

6 16.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)
7 that identifies how CONTRACTOR shall continue to provide services after a
8 business interruption, including but not limited to, a man-made or natural
9 disaster. The BCP will include a Disaster Preparedness and Response Plan and
10 shall be submitted to COUNTY within thirty (30) days after the commencement of
11 this Agreement.

12 16.2 The Disaster Preparedness and Response Plan shall include, but not
13 be limited to, the following:

14 16.2.1 Evacuation protocols and procedures that include the
15 CONTRACTOR's responsibility for the safety, relocation, and tracking of all
16 Youth/NMD in CONTRACTOR's care during any disaster event.

17 16.2.2 Notification to be made to ADMINISTRATOR with regard to
18 Youth's/NMD's welfare, including the provision of on-site emergency contact
19 information.

20 16.2.3 Provisions for maintaining court ordered services during
21 a disaster.

22 16.2.4 Protection and recovery of Youth's/NMD's records.

23 16.2.5 Provision of crisis-response services to Youth/NMDs such
24 as crisis counseling, medical needs, both through the provision of prescribed
25 medications, or through the provision of emergency medical services.

26 16.2.6 Disaster response training for staff.

27 17. STAFFING REQUIREMENTS

28 17.1 CONTRACTOR shall be in compliance with all CDSS CCLD, Title 22

1 Regulations for education, experience and staffing ratios.

2 17.2 All services must be linguistically and culturally responsive to
3 the Youth/NMDs served. Although English is the predominant language spoken,
4 there are Youth/NMDs whose primary language is not English (e.g., Spanish or
5 Vietnamese).

6 17.3 All direct service staff shall speak, read, and write in English,
7 with the ability to prepare clear, complete and concise written and verbal
8 reports in English.

9 17.4 Bi-lingual direct service staff shall speak, read, and write the
10 specified second language (i.e., Spanish or Vietnamese) in which services are
11 to be delivered and shall be available to provide such services to the
12 Youth/NMDs, and their families/caregivers.

13 17.5 Bi-lingual staffing ratios shall be maintained in accordance with
14 the language needs of the target population.

15 17.6 All direct service staff shall:

16 17.6.1 Be proficient in the use of personal computers and
17 Microsoft Windows (Word, Excel and Outlook); and

18 17.6.2 Be trained, knowledgeable and experienced in the needs of
19 the target population and shall engage in trauma informed practice
20 accordingly.

21 17.7 All staff ~~employed by CONTRACTOR~~ residing or working in the High
22 Needs Youth Residential Homes Services program shall be employees of
23 CONTRACTOR and shall:

24 17.7.1 Maintain confidentiality;

25 17.7.2 Submit fingerprints to, and receive clearance by the
26 Department of Justice for criminal background clearance check;

27 17.7.3 Receive clearance from a Child Abuse Clearance Index
28 check;

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1 17.7.4 Provide a drug screen with negative results;

2 17.7.5 Pass a physical examination;

3 17.7.6 Complete a TB tuberculosis screening test with proof of
4 negative results;

5 17.7.7 Possess Basic First Aid and CPR Certification; and

6 17.7.8 Possess a valid California State driver's license with
7 acceptable driving record as determined by CONTRACTOR'S insurance carrier and
8 verified clearance from the California Department of Motor Vehicles.

9 17.8 Work shifts for direct service staff shall not exceed eleven (11)
10 hours per shift during a twenty-four (24) hour period while performing
11 contracted work. A minimum of eight (8) hours must elapse between the end of
12 the staff's shift performance of contracted work and start of the staff's next
13 commencement of contracted work shift. A shift shall be defined as the hour
14 the staff begins the work day and the hour the staff is released from the work
15 day.

16 17.9 Situational exceptions to Subparagraph 17.8 of this Exhibit A may
17 be made during emergencies such as natural disasters, unscheduled absences of
18 other direct service staff or other occurrences that arise that require
19 additional coverage, or when in unforeseen situations. CONTRACTOR shall
20 notify ADMINISTRATOR as soon as feasibly possible when a direct service staff
21 is required to work beyond the parameters defined in Subparagraph 17.8 of this
22 Exhibit A.

23 17.10 Houseparents shall:

24 ~~17.10.1 Be employees of CONTRACTOR;~~

25 17.10.2 Reside onsite in each of the homes during scheduled work
26 hours, and must be able to share the same living quarters;

27 17.10.3 Be responsible for facilitating family activities, meal
28 preparation, dining with the Youth/NMDs, grocery shopping, light housekeeping,

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1 and normal duties of a household:

2 17.10.4 Perform all other duties described in Paragraph 19.4.

3 ~~17.10.5~~ With CCLD approval, houseparents may have children of
4 their own living in the home; however, houseparents shall not supervise their
5 own children while providing services to Youth/NMDs. Houseparents' children
6 are not allowed in the Youth's/NMD's personal living areas such as bedrooms or
7 bathrooms; ~~and~~

8 ~~17.10.6 Perform all other duties described in Paragraph 19.4.~~

9 18. STAFF

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

14 18.1 Administrative Position:

15 18.1.1 Program Administrator: 1.0 FTE

16 Duties:

17 18.1.1.1 Function as the Group Home Administrator in
18 compliance with CCLD Title 22 Regulations.

19 18.1.1.2 Direct the planning, implementation, and
20 coordination of all policies and procedures of the High Needs Youth
21 Residential Homes Services program.

22 18.1.1.3 Facilitate, oversee, and monitor placement
23 referrals from ADMINISTRATOR in collaboration with the Licensed Clinical Case
24 Manager.

25 18.1.1.4 Oversee and monitor discharge planning and
26 placements in collaboration with the Treatment Team and Licensed Clinical Case
27 Manager.

28 18.1.1.5 Oversee development, implementation, and

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1 monitoring of all services and treatment provided.

2 18.1.1.6 Manage the day-to-day program operations
3 including budgeting, administration, program activities, facility maintenance,
4 staff development and training, and provide supervision to all direct service
5 staff.

6 18.1.1.7 Oversee and monitor the quality of service
7 delivery for all services provided.

8 18.1.1.8 Oversee and monitor coordination of referrals
9 to HCA Behavioral Health Services in accordance with HCA referral protocol,
10 for behavioral, mental health, psychiatric, and medication services. Monitor
11 follow-up and collaboration with HCA for ongoing services, and medication
12 needs of the Youth/NMDs.

13 18.1.1.9 Coordinate, develop and implement protocol
14 and procedures for emergency medical, behavioral, and mental health crises,
15 evaluation, intervention, and support during regular business, and after-
16 hours.

17 18.1.1.10 Oversee and monitor appropriate utilization
18 of certified behavioral crisis prevention, crisis management, and crisis
19 intervention program compliance.

20 18.1.1.11 Facilitate and collaborate with ADMINISTRATOR
21 for all appropriate treatment services. Notify ADMINISTRATOR of any
22 problematic situations in a timely manner.

23 18.1.1.12 Oversee completion and delivery of required
24 reports to ADMINISTRATOR in a timely manner.

25 18.1.1.13 Maintain Youth/NMDs case files in accordance
26 with CCL Title 22 Regulations.

27 18.1.1.14 Attend and participate in all required COUNTY
28 meetings including Group Home Forums.

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1 18.1.1.15 Establish and maintain collaborative
2 relationships and partnerships with local community providers as described in
3 Subparagraph 5.35 and with TFC partner organizations.

4 18.1.1.16 Ensure the health, safety, and well-being of
5 Youth/NMDs.

6 18.1.1.17 Ensure staff-to-child ratios are in
7 compliance with CCL Title 22 Regulations.

8 18.1.1.18 Maintain oversight of any visitors to the
9 High Needs Youth Residential homes.

10 18.1.1.19 Facilitate on-site family visits.

11 18.1.1.20 Direct and facilitate the correction of
12 deficiencies and quality improvement efforts.

13 18.1.1.21 Provide ongoing and timely communication with
14 ADMINISTRATOR.

15 18.1.1.22 Be available twenty-four hours/seven days per
16 week (24/7) to provide direction and assist in handling crisis and emergency
17 situations.

18 Qualifications:

19 18.1.1.23 Current Group Home Administrator
20 Certification approved by CCLD.

21 18.1.1.24 Master's Degree from an accredited
22 college/university in Human Services or related field.

23 18.1.1.25 Licensed Marriage and Family Therapist
24 (LMFT), or Licensed Clinical Social Worker (LCSW) is preferred.

25 18.1.1.26 Four (4) years of experience in residential
26 child care facility management, including case management duties related to
27 the target population.

28 18.1.1.27 Excellent written and oral communication

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1 skills, and strong organizational, management and leadership skills.

2 18.2 Direct Service Positions

3 18.2.1 Licensed Clinical Case Manager: 1.0 FTE

4 Duties:

5 18.2.1.1 Provide onsite individual counseling, group
6 sessions/classes, crisis intervention and crisis management counseling,
7 family/caregiver engagement strategies, and discharge/transition support
8 counseling as described in Subparagraph 5.15.

9 18.2.1.2 Coordinate and provide Youth/NMD interviews
10 and intake screenings, assess individual treatment needs, provide
11 consultation, and participate on the Treatment Team.

12 18.2.1.3 Collaborate with and assist Program
13 Administrator with facilitating and monitoring placement referrals from
14 ADMINISTRATOR.

15 18.2.1.4 Coordinate treatment plans and provide
16 ongoing communication and collaboration with ADMINISTRATOR for treatment
17 services.

18 18.2.1.5 Serve as the primary liaison to coordinate
19 and provide referrals to HCA Behavioral Health Services in accordance with HCA
20 referral protocol, for behavioral, mental health, psychiatric, and medication
21 services. Provide follow-up and collaboration with HCA for ongoing services,
22 and medication needs of the Youth/NMDs as described in Subparagraph 5.14.

23 18.2.1.6 Provide timely written documentation and
24 reports as required for all services provided.

25 18.2.1.7 Facilitate and coordinate discharge planning
26 and placements in collaboration with the Treatment Team, Program
27 Administrator, and ADMINISTRATOR.

28 18.2.1.8 Authorize and monitor family member/caregiver

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1 contact with Youth/NMDs.

2 18.2.1.9 Coordinate and maintain contact with local
3 community providers as described in Subparagraph 5.35, to meet the needs of
4 the Youth/NMDs.

5 18.2.1.10 Provide consistent, ongoing, and timely
6 communication with ADMINISTRATOR.

7 18.2.1.11 Provide support and training to direct
8 service staff on various topics such as de-escalating behavioral situations,
9 and modeling responsible, positive, and respectful behaviors towards the
10 Youth/NMDs.

11 18.2.1.12 Testify in Orange County Juvenile Court if
12 required.

13 Qualifications:

14 18.2.1.13 Master's Degree from an accredited
15 college/university in Social Work, Human Services, Behavioral Science, or
16 related field.

17 18.2.1.14 LCSW is required.

18 18.2.1.15 Two (2) years of experience providing case
19 management and counseling services in a residential child care facility.

20 18.2.1.16 One (1) year of experience working with youth
21 with substance abuse issues and/or substance counseling services with youth is
22 preferred.

23 18.2.1.17 Excellent written and oral communication
24 skills.

25 18.3 Clinical Case Manager: 1.0 FTE

26 Duties:

27 ~~18.3.1 Provide onsite individual counseling, group~~
28 ~~sessions/classes, crisis intervention and crisis management counseling,~~

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1 ~~family/caregiver engagement strategies, and discharge/transition support~~
2 ~~counseling, as described in Subparagraph 5.15.~~

3 ~~18.3.2 Coordinate and provide Youth/NMD interviews and intake~~
4 ~~screenings, assess individual treatment needs, provide consultation, and~~
5 ~~participate on the Treatment Team.~~

6 ~~18.3.3 Assist Licensed Clinical Case Manager with facilitating~~
7 ~~and monitoring placement referrals from the County.~~

8 ~~18.3.4 Coordinate treatment plans and provide ongoing~~
9 ~~communication and collaboration with ADMINISTRATOR for treatment services.~~

10 ~~18.3.5 Assist Licensed Clinical Case Manager with providing~~
11 ~~referrals to HCA Behavioral Health Services in accordance with HCA referral~~
12 ~~protocol, for behavioral, mental health, psychiatric, and medication services.~~
13 ~~Provide follow up and collaboration with HCA for ongoing services, and~~
14 ~~medication needs of the Youth/NMDs as described in Subparagraph 5.14.~~

15 ~~18.3.6 Provide timely written documentation and reports as~~
16 ~~required for all services provided.~~

17 ~~18.3.7 Facilitate and coordinate discharge planning and~~
18 ~~placements in collaboration with the Treatment Team, Program Administrator,~~
19 ~~and ADMINISTRATOR.~~

20 ~~18.3.8 Authorize and monitor family member/caregiver contact~~
21 ~~with Youth/NMDs.~~

22 ~~18.3.9 Coordinate and maintain contact with local community~~
23 ~~providers as described in Subparagraph 5.35 to meet the needs of the~~
24 ~~Youth/NMDs.~~

25 ~~18.3.10 Provide consistent, ongoing, and timely communication~~
26 ~~with ADMINISTRATOR.~~

27 ~~18.3.11 Provide support and training to direct service staff on~~
28 ~~various topics such as de-escalating behavioral situations, modeling~~

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1 responsible, positive, and respectful behaviors towards Youth/NMDs.

2 ~~18.3.12 Testify in Orange County Juvenile Court if required.~~

3 Qualifications:

4 ~~18.3.13 Master's Degree from an accredited college/university in~~
5 ~~Social Work, Human Services, Behavioral Science, or related field, and one~~
6 ~~(1) year of experience providing case management and counseling services in a~~
7 ~~residential child care facility; or~~

8 ~~18.3.14 Registered Intern: Master's Degree from an accredited~~
9 ~~college/university in Social Work, Human Services, Behavioral Science, or~~
10 ~~related field, and in the process of completing licensure requirements for~~
11 ~~Licensed Marriage and Family Therapist (LMFT); or Licensed Clinical Social~~
12 ~~Worker (LCSW), and two (2) years of experience providing case management and~~
13 ~~counseling services in a residential child care facility.~~

14 ~~18.3.15 One (1) year of experience working with youth with~~
15 ~~substance abuse issues and/or substance counseling services with youth is~~
16 ~~preferred.~~

17 ~~18.3.16 Excellent written and oral communication skills.~~

18 18.3.17 Houseparent: 2.0 FTE

19 Duties:

20 18.3.17.1 Reside on-site and provide care and
21 supervision of Youth/NMDs during scheduled work hours.

22 18.3.17.2 Provide support on an on-call basis during
23 emergency situations.

24 18.3.17.3 Model and teach the Youth/NMDs independent
25 self-sufficiency skills, self-care skill building, and positive interpersonal
26 and social skills development.

27 18.3.17.4 Prepare and oversee daily meals.

28 18.3.17.5 Dine with the Youth/NMDs at mealtimes and

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1 engage in positive conversations, taking the opportunity to model
2 communication, and show interest in the Youth/NMDs.

3 18.3.17.6 Purchase, inventory, and store food in
4 accordance with CCLD standards.

5 18.3.17.7 Purchase, and maintain on-site inventory of
6 clothing, basic hygiene, and household supplies, and provide light
7 housekeeping.

8 18.3.17.8 Schedule medical and dental care for the
9 Youth/NMDs, and maintain medication compliance documentation.

10 18.3.17.9 Schedule and monitor all transportation for
11 Youth/NMDs.

12 18.3.17.10 Serve as a liaison between Youth/NMD and
13 their family/significant relationship/important person connections.

14 18.3.17.11 Monitor all contact with family/significant
15 relationship/important person connections and provide information about such
16 to Program Administrator and Licensed Clinical Case Manager.

17 18.3.17.12 Ensure that Youth/NMDs attend school.

18 18.3.17.13 Contact school personnel (teachers,
19 counselors etc.) at least once per month per Youth/NMD and document pertinent
20 information.

21 18.3.17.14 Develop, organize, implement and supervise
22 all home activities.

23 18.3.17.15 Ensure appropriate usage of certified
24 behavioral crisis prevention, crisis management, and crisis intervention
25 program.

26 18.3.17.16 Maintain accurate records and reports, review
27 facility logs daily, and complete required documentation.

28 Qualifications:

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1 18.3.17.17 At least twenty-one (21) years of age.

2 18.3.17.18 High school diploma or GED.

3 18.3.17.19 Completion of twelve (12) postsecondary
4 semester units in early childhood education or childhood development from an
5 accredited college/university is preferred.

6 18.3.17.20 One (1) year of experience working in a
7 residential child care facility.

8 18.3.17.21 Knowledge of basic budgetary management.

9 18.3.17.22 Excellent organization and time management
10 skills.

11 18.3.18 Group Counselor: 8.0 FTE

12 Duties:

13 18.3.18.1 Provide daily care, supervision, support,
14 guidance, counseling, mentoring, and promote self-sufficiency of Youth/NMDs.

15 18.3.18.2 Staff homes during holidays, ~~and~~ emergencies,
16 and houseparents' leaves, such as breaks and weekends.

17 18.3.18.3 Provide assistance to houseparents in the
18 care and supervision of Youth/NMDs.

19 18.3.18.4 Assist with preparation of meals; supervision
20 of daily living, recreational, and physical activities of Youth/NMDs.

21 18.3.18.5 Dine with Youth/NMDs at mealtimes and engage
22 in positive conversations, taking the opportunity to model appropriate
23 communication, and show interest in the Youth/NMDs.

24 ~~18.3.18.6 Assist Youth/NMDs with homework, and ensure~~
25 ~~Youth/NMDs are transported on time, to and from school, all school related~~
26 ~~activities, all medical, dental, and counseling, court, visitation and any~~
27 ~~other needed appointments or activities.~~

28 18.3.18.7 Attend and participate in all various school

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1 activities and meetings with Youth/NMDs such as Back to School Night, Open
2 House, and Parent-Teacher conferences, etc.

3 18.3.18.8 Assist with the assessment and determination
4 of individual treatment needs of the Youth/NMDs.

5 18.3.18.9 Assist Youth/NMDs with homework and monitor
6 completion of school assignments, chores and scheduled activities;

7 18.3.18.10 Ensure Youth/NMDs are transported on time to
8 and from school and all school related activities; all medical, dental, and
9 counseling, court, visitation and any other needed appointments or activities.

10 ~~18.3.18.11 Monitor completion of school assignments,
11 chores, and scheduled activities.~~

12 18.3.18.12 Engage Youth/NMDs in positive interactions,
13 and model appropriate listening and communication skills.

14 18.3.18.13 Interface with community resource providers,
15 school personnel and treatment providers.

16 18.3.18.14 Ensure appropriate and timely medical
17 attention for each Youth/NMD, assist with administering medications as
18 prescribed by physician, and maintain accurate medication compliance
19 documentation.

20 18.3.18.15 Assist in handling crises and emergency
21 situations.

22 18.3.18.16 Ensure appropriate usage of certified
23 behavioral crisis prevention, crisis management, and crisis intervention
24 programs.

25 18.3.18.17 Provide overnight coverage as needed in the
26 event of an emergency. During these instances, houseparents may be awakened
27 to assist with emergencies.

28 18.3.18.18 Maintain accurate daily records and reports

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1 on Youth/NMDs progress, and prepare or assist in completion of required
2 records, reports and correspondence.

3 18.3.18.19 Notify appropriate staff and/or ADMINISTRATOR
4 as required, of any unusual incidents or emergency situations.

5 Qualifications:

6 18.3.18.20 At least twenty-one (21) years of age.

7 18.3.18.21 High school diploma or GED.

8 18.3.18.22 Completion of twelve (12) postsecondary
9 semester units in early childhood education or childhood development from an
10 accredited college/university is preferred.

11 18.3.18.23 One (1) to two (2) years of experience
12 working in a residential child care facility.

13 18.3.18.24 Effective verbal and written communication
14 skills, verbally and in writing, prepare written reports and correspondence,
15 and ability to understand and follow verbal and written instructions.

16 18.3.19 Group Counselor/Awake Overnight Staff: 2.5 FTE

17 Duties:

18 18.3.19.1 Provide direct care and supervision of the
19 Youth/NMDs primarily during the evening, overnight, and early morning hours,
20 pursuant to the minimum standards required in CCL Title 22 Regulations, when
21 the Group Counselor staff is off duty.

22 18.3.19.2 Engage Youth/NMDs in positive interactions
23 and model appropriate listening and communication skills.

24 18.3.19.3 Supervise Youth/NMDs upon awakening and
25 assist with coverage as needed, to prepare for school.

26 18.3.19.4 Ensure adequate Group Counselor coverage
27 prior to leaving shift.

28 18.3.19.5 Conduct random physical bed check counts at a

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1 minimum of no less than every fifteen (15) minutes at staggered intervals, and
2 document bed check counts.

3 18.3.19.6 Ensure all perimeter doors are locked and
4 secure throughout the night.

5 18.3.19.7 Make decisions and take immediate action to
6 deal with emergency or unusual situations, including crisis intervention,
7 comforting, or counseling Youth/NMDs.

8 18.3.19.8 Document routine log of activity; observe and
9 record illnesses, unusual behavioral actions, sleep patterns, nightmare
10 occurrences, etc.

11 18.3.19.9 Follow suicide prevention protocol and
12 monitoring as directed.

13 18.3.19.10 Ensure appropriate usage of certified
14 behavioral crisis prevention, crisis management, and intervention program.

15 18.3.19.11 Administer medications as prescribed by
16 physician, and maintain accurate medication documentation.

17 18.3.19.12 Notify appropriate Provider staff and/or
18 ADMINISTRATOR as required, of any unusual incidents or emergency situations.

19 Qualifications:

20 18.3.19.13 At least twenty-one (21) years of age.

21 18.3.19.14 High school diploma or GED.

22 18.3.19.15 Completion of twelve (12) postsecondary
23 semester units in early childhood education or childhood development from an
24 accredited college/university is preferred.

25 18.3.19.16 One (1) to two (2) years year of experience
26 working in a residential child care facility.

27 18.3.19.17 Effective verbal and written communication
28 skills, verbally and in writing, prepare written reports and correspondence,

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1 and ability to understand and follow verbal and written instructions.

2 18.4 Licensed Vocational Nurse (LVN) or Registered Nurse (RN):

3 ~~Part Time/On Call~~

4 Duties:

5 ~~18.4.1 Monitor health care of Youth/NMDs.~~

6 ~~18.4.2 Maintain all medical files for Youth/NMDs.~~

7 ~~18.4.3 Educate Youth/NMDs and CONTRACTOR staff on health issues,~~
8 ~~first aid and emergency procedures.~~

9 Qualifications:

10 ~~18.4.4 Current licensure by California Department of Consumer~~
11 ~~Affairs Board of Vocational Nursing and Psychiatric Technicians or;~~

12 ~~18.4.5 Current licensure by California Board of Registered~~
13 ~~Nursing.~~

14 18.4.6 Counselor for Specialized Treatment Services: ~~Contracted~~
15 or Part-Time FTE

16 Duties:

17 18.4.6.1 Evaluate, develop and facilitate treatment
18 services for Youth/NMDs who need specialized treatment services which include
19 but is not limited to:

20 18.4.6.2 Substance abuse, trauma informed care and
21 ~~human trafficking~~ Commercial Sexual Exploitation of Children (CSEC) based on
22 the needs of the Youth/NMD's.

23 Qualifications:

24 18.4.6.3 Master's Degree from an accredited
25 college/university in Social Work, Human Services, Behavioral Science, or
26 related field and one (1) year of experience providing case management and
27 counseling services in a residential child care facility; or

28 18.4.6.4 Registered Intern: Master's Degree from an

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accredited college/university in Social Work, Human Services, Behavioral Science, or related field, and in the process of completing licensure requirements for Licensed Marriage and Family Therapist (LMFT); or Licensed Clinical Social Worker (LCSW) and two (2) years of experience providing case management and counseling services in a residential child care facility.

18.4.6.5 One (1) year of experience working with youth with substance abuse issues and/or substance counseling services with youth is preferred.