

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 RITE OF PASSAGE, ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.
6 FOR THE PROVISION OF
7 TUSTIN FAMILY CAMPUS HIGH NEEDS YOUTH SERVICES
8

9 THIS AGREEMENT, entered into this 1st day of July 2014, which date is
10 particularized for purpose of reference only, is by and between the COUNTY OF
11 ORANGE, hereinafter referred to as "COUNTY," and RITE OF PASSAGE, ADOLESCENT
12 TREATMENT CENTERS AND SCHOOLS, INC., a Nevada non-profit corporation,
13 qualified to transact interstate business in the State of California,
14 hereinafter referred to as "CONTRACTOR." This Agreement shall be administered
15 by the County of Orange Social Services Agency Director or designee,
16 hereinafter referred to as "ADMINISTRATOR."
17

18 W I T N E S S E T H:
19

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

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

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

26 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT A

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1. TERM

The term of this Agreement shall commence on July 1 2014, and terminate on June 30, 2015, unless earlier terminated pursuant to the provisions of Paragraph 41 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. DEFINITIONS

2 4.1 Admission Agreement: The written individual admission agreement
3 between CONTRACTOR, the Youth/Non-Minor Dependent (NMD) and the Youth's/NMD's
4 authorized representative as required by Title 22, California Code of
5 Regulations (CCR) Section 80068.

6 4.2 Assembly Bill 12 (AB 12): California legislation known as
7 "Fostering Connections to Success Act," signed into law on September 30, 2010,
8 and effective January 1, 2012, to be phased in through January 2014, extending
9 foster care services beyond age eighteen (18) years.

10 4.3 Awake Staff: Staff which is awake and on-duty, responsible for
11 supervising the Youth/NMD, who may or may not be sleeping.

12 4.4 Community Care Licensing Division (CCLD): The division of the
13 California Department of Social Services (CDSS) that is responsible for the
14 licensing and monitoring of group homes for compliance with Community Care
15 Licensing (CCL) regulations within the State of California.

16 4.5 CFS: The Children and Family Services Division of the Social
17 Services Agency (SSA).

18 4.6 Culturally Responsive: To have a general knowledge of cultural
19 values and mores of individuals from diverse ethnic groups; the ability to
20 recognize, respect, affirm, and value the worth of individuals from different
21 ethnic groups; and the ability to interact responsively, respectfully, and
22 effectively with people from diverse cultures, classes, races, ethnic groups,
23 and religious backgrounds in a manner that recognizes, affirms, and values the
24 worth of individuals, families, and communities as well as protecting the
25 dignity of each person.

26 4.7 Foster Care Eligibility Team: SSA staff responsible for the
27 issuing and handling of all payments to CONTRACTOR.

28 4.8 Health and Education Passport (HEP): The document that provides

1 historical and current medical, dental, mental health, and educational
2 information as it pertains to a Youth/NMD.

3 4.9 Health and Education Passport (HEP) Encounter Form: The form to
4 record the Youth/NMD's medical/dental exam information for the Health Passport
5 Update report.

6 4.10 Houseparent: Pursuant to Title 22, CCR Section 84201(h)(1), the
7 consistent, nurturing adult who resides full time at the Tustin Family Campus
8 High Needs Youth Services homes, providing daily care for no more than three
9 (3) Youth/NMD's, and is involved in the long-range planning for those
10 Youth/NMD's during placement. There shall be one (1) houseparent onsite per
11 home.

12 4.11 Important Persons: Individuals identified by the Youth/NMD placed
13 at the Tustin Family Campus, ages ten (10) years or older, as defined in WIC
14 Section 366.3(e)2, that are important to the Youth/NMD consistent with his/her
15 best interest.

16 4.12 Individual Education Plan (IEP): An assessment procedure
17 requested by parents, guardians, school staff, and/or other involved parties,
18 to determine a youth's educational needs.

19 4.13 Needs and Services Plan: The written plan required by Title 22,
20 CCR Sections 84068.2 and 84268.2.

21 4.14 Non-Minor Dependent (NMD): Pursuant to California Welfare and
22 Institutions Code (WIC) Section 11400, a Youth who has attained 18 years of
23 age while in foster care and is younger than nineteen (19) years as of January
24 1, 2012; younger than twenty (20) years as of January 1, 2013; or younger than
25 twenty-one (21) years as of January 1, 2014. The NMD must meet at least one
26 of the ~~AB12~~ participation requirements pursuant to WIC Section 11400, and must
27 participate in a Transitional Independent Living Plan under the supervision of
28 ADMINISTRATOR.

1 4.15 Notice of Hearing: Notification by certified mail of a
2 Youth's/NMD's dependency status review hearing. Included with the Notice of
3 Hearing is the Summary of Recommendation for Disposition form, which is
4 required to be provided to the party having physical custody of the Youth/NMD,
5 if the Youth/NMD is not residing with his/her parents.

6 4.16 Probation Department: The County of Orange Probation Department.

7 4.17 Probation Officer: The Youth's/NMD's assigned County of Orange
8 Probation Officer.

9 4.18 Program Manager: SSA Management staff responsible for the
10 oversight of the Tustin Family Campus High Needs Youth Services homes
11 placement.

12 4.19 Program Statement: The document that is prepared by all group
13 homes (GH), as required by State regulation and filed with CCLD, which
14 provides details of the day-to-day operation of the GH, including, but not
15 limited to, staffing, training, therapy, intake criteria, and record-keeping.

16 4.20 Social Worker: SSA employee assigned as the case-carrying social
17 worker responsible for a Youth's/NMD's placement and care.

18 4.21 Special Education Local Planning Area (SELPA): Service area
19 covered by a special education local plan and the governance structure created
20 under any of the planning options of California Education Code Sections 56205,
21 56206, 56208, 56213, 56241, and 56243-56245. SELPAs facilitate educational
22 programs and services for special needs students and training for parents and
23 educators. The SELPA collaborates with county agencies and school districts
24 to develop and maintain healthy and enriching environments in which special
25 needs students and families can live and succeed.

26 4.22 Team Decision Making (TDM): A group process facilitated by CFS to
27 make decisions critical to a Youth's/NMD's well-being, including but not
28 limited to decisions to separate a Youth/NMD from his/her family, reunify with

1 the family, or to change a placement.

2 4.23 Termination of Placement: Severing the Admission Agreement for an
3 individual Youth/NMD and concluding payment to CONTRACTOR for care of the
4 Youth/NMD. Planned termination of placement means CONTRACTOR, Youth/NMD,
5 and Youth's/NMD's Social Worker/Probation Officer have agreed that the
6 Youth/NMD has met goals of the program, and have planned the Youth's/NMD's
7 transition home or to another caregiver. Unplanned termination means that the
8 Youth/NMD is ordered removed from the placement by the Juvenile Court, or the
9 Youth/NMD is removed from the placement due to safety concerns, or that
10 CONTRACTOR has requested the Youth's/NMD's removal because the program cannot
11 meet the Youth/NMD's needs. CONTRACTOR shall provide written notice to COUNTY
12 within seven (7) calendar days prior to termination of placement. A TDM,
13 which CONTRACTOR shall attend, shall be conducted prior to any termination,
14 planned or unplanned.

15 4.24 Title 22: Title 22, Division 6 of the CCR relating to the
16 licensing of community care facilities, including group homes.

17 4.25 Transitional Independent Living Plan (TILP): A plan established by
18 the Social Worker in collaboration with the Youth/NMD to develop and document
19 meaningful and attainable goals that will support the Youth's/NMD's transition
20 to adulthood, and meet at least one participation requirement for the
21 Youth/NMD to remain eligible for Extended Foster Care.

22 4.26 Transitional Planning Services Program (TPSP): A program within
23 the Children and Family Services (CFS) Division of SSA, which provides
24 independent living skills training resources, supportive services, vocational
25 assessment referrals, and financial resources for employment and education to
26 Orange County's dependent and emancipated youth, ages sixteen (16) through
27 twenty (20) years; and aftercare recipients, up to age twenty-four (24) years.

28 4.27 Treatment Team: Collaborative team consisting of ADMINISTRATOR,

1 CONTRACTOR and Probation staff who confer for decision making purposes.

2 4.28 Visitors: Volunteers, repairmen, family members, friends,
3 consultants, outside agency staff, or any other persons who are not residents
4 or staff members of the High Needs Youth Services homes.

5 4.29 Warm hand-off: The process by which the primary mental health care
6 provider directly introduces the Youth/NMD to the new mental health care
7 provider at the time of transition, and ensures the Youth's/NMD's issues,
8 concerns, goals, and progress are communicated to the new provider.

9 4.30 Youth: An individual, twelve (12) to eighteen (18) years, referred
10 for residential care and treatment services by ADMINISTRATOR to CONTRACTOR.

11 5. DESCRIPTION OF SERVICES, STAFFING

12 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
13 and supplies as described in the Exhibit "A" to the Agreement between County
14 of Orange and Rite of Passage, Adolescent Treatment Centers and Schools, Inc.,
15 for the Provision of Tustin Family Campus High Needs Youth Services, attached
16 hereto and incorporated herein by reference. CONTRACTOR shall operate
17 continuously throughout the term of this Agreement with the number and type of
18 staff described and as required for provision of services hereunder.

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

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

26 6. LICENSES AND STANDARDS

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

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

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

16 6.2.1 For Federally funded Agreements in the amount of \$25,000
17 or more, CONTRACTOR certifies that its officers and/or principals are not
18 debarred or suspended from Federal financial assistance programs and/or
19 activities.

20 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

21 7.1 Delegation and Assignment:

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

1 be deemed an assignment of benefits under the terms of this Agreement
2 requiring COUNTY approval.

3 7.2 Subcontracts:

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

11 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

12 8.1 Form of Business Organization:

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

17 8.1.1 The form of CONTRACTOR's business organization, i.e.,
18 proprietorship, partnership, corporation, etc.

19 8.1.2 A detailed statement indicating the relationship of
20 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
21 individual.

22 8.1.3 A detailed statement indicating the relationship of
23 CONTRACTOR to any subsidiary business organization or to any individual who
24 may be providing services, supplies, material or equipment to CONTRACTOR or in
25 any manner does business with CONTRACTOR under this Agreement.

26 8.2 Change in Form of Business Organization:

27 If during the term of this Agreement the form of CONTRACTOR's
28 business organization changes, or the ownership of CONTRACTOR changes, or

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

6 9. USE OF COUNTY PROPERTY

7 9.1 COUNTY intends to permit CONTRACTOR use of office space, office
8 furniture, and office equipment located at Tustin Family Campus at which
9 CONTRACTOR shall be co-located with COUNTY staff pursuant to this Agreement,
10 as is more particularly set forth in that certain lease or license agreement
11 described in Subparagraph 9.2, below. As stated in the lease or license
12 agreement, said office space, office furniture, and equipment shall be used
13 solely by employees of CONTRACTOR while performing their assigned duties
14 pursuant to this Agreement. In addition, COUNTY shall have the right to
15 approve any and all CONTRACTOR provided equipment.

16 9.2 CONTRACTOR shall enter into a lease or license agreement with
17 ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute all
18 terms and conditions of said agreement upon ADMINISTRATOR's presentation of
19 said document to CONTRACTOR. Failure to execute the lease or license
20 agreement will result in a breach of this Agreement.

21 10. NON-DISCRIMINATION

22 10.1 In the performance of this Agreement, CONTRACTOR agrees that it
23 shall not engage nor employ any unlawful discriminatory practices in the
24 admission of clients, provision of services or benefits, assignment of
25 accommodations, treatment, evaluation, employment of personnel or in any other
26 respect on the basis of sex, race, color, ethnicity, national origin,
27 ancestry, religion, age, marital status, medical condition, sexual
28 orientation, sexual preference, physical or mental disability or any other

1 protected group in accordance with the requirements of all applicable Federal
2 or State laws.

3 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
4 meets the lawful and applicable requirements of the U.S. Department of Health
5 and Human Services.

6 10.3 CONTRACTOR shall furnish any and all information requested by
7 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
8 books, records and accounts in order to ascertain CONTRACTOR's compliance with
9 Paragraph 10 et seq.

10 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled
11 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
12 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

13 10.5 Non-Discrimination in Employment:

14 10.5.1 All solicitations or advertisements for employees placed
15 by or on behalf of CONTRACTOR shall state that all qualified applicants will
16 receive consideration for employment without regard to sex, race, color,
17 ethnicity, national origin, ancestry, religion, age, marital status, medical
18 condition, sexual orientation, sexual preference, physical or mental
19 disability or any other protected group in accordance with the requirements of
20 all applicable Federal or State laws. Notices describing the provisions of
21 the equal opportunity clause shall be posted in a conspicuous place for
22 employees and job applicants.

23 10.5.2 CONTRACTOR shall refer any and all employees desirous of
24 filing a formal discrimination complaint to:

25 California Department of Social Services
26 Public Inquiry and Response Bureau
27 P.O. Box 944243, M.S. 8-3-23
28 Sacramento, CA 94244-2430

1 Telephone: (800) 952-5253

2 (800) 952-8349 (For the hard of hearing)

3 10.6 Non-Discrimination in Service Delivery:

4 10.6.1 CONTRACTOR shall comply with Titles VI and VII of the
5 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
6 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
7 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
8 the Americans with Disabilities Act of 1990; California Civil Code Section 51
9 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
10 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
11 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
12 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
13 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
14 Act of 1996; and other applicable Federal and State laws, as well as their
15 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
16 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
17 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
18 now exist or be hereafter amended. CONTRACTOR shall not implement any
19 administrative methods or procedures which would have a discriminatory effect
20 or which would violate the CDSS Manual of Policies and Procedures (MPP)
21 Division 21, Chapter 21-100. If there are any violations of this Paragraph,
22 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
23 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
24 other laws, or the issue may be referred to the appropriate Federal agency for
25 further compliance action and enforcement of Subparagraph 10.6 et seq.

26 10.6.2 CONTRACTOR shall provide any and all clients desirous of
27 filing a formal complaint any and all information as appropriate:

28 10.6.2.1 Pamphlet: "Your Rights Under California

1 Welfare Programs” (PUB 13)

2 10.6.2.2 Discrimination Complaint Form

3 10.6.2.3 Civil Rights Contacts:

4 County Civil Rights Contact:

5 Orange County Social Services Agency

6 Program Integrity

7 Attn: Civil Rights Coordinator

8 P.O. Box 22001

9 Santa Ana, CA 92702-2001

10 Telephone: (714) 438-8877

11 State Civil Rights Contact:

12 California Department of Social Services

13 Civil Rights Bureau

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

15 Sacramento, CA 94244-2430

16 Federal Civil Rights Contact:

17 U.S. Department of Health and Human Services

18 Office of Civil Rights

19 50 U.N. Plaza, Room 322

20 San Francisco, CA 94102

21 11. NOTICES

22 11.1 All notices, claims, correspondence, reports, and/or statements
23 authorized or required by this Agreement shall be addressed as follows:

24 COUNTY: County of Orange Social Services Agency

25 Contract Services

26 888 N. Main Street

27 Santa Ana, CA 92701

28 ///

1 CONTRACTOR: Rite of Passage, Adolescent Treatment Centers and Schools, Inc.
2 2560 Business Parkway, Suite B
3 Minden, Nevada, 89423

4 11.2 All notices shall be deemed effective when in writing and
5 deposited in the United States mail, first class, postage prepaid and
6 addressed as above. Any notices, claims, correspondence, reports and/or
7 statements authorized or required by this Agreement addressed in any other
8 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually
9 agree in writing to change the addresses to which notices are sent.

10 12. NOTICE OF DELAYS

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

16 13. INDEMNIFICATION

17 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
18 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
19 State, COUNTY, and their elected and appointed officials, officers, employees,
20 agents and those special districts and agencies which COUNTY's Board of
21 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
22 any claims, demands or liability of any kind or nature, including but not
23 limited to personal injury or property damage, arising from or related to the
24 services, products or other performance provided by CONTRACTOR pursuant to
25 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
26 court of competent jurisdiction because of the concurrent active negligence of
27 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
28 be apportioned as determined by the court. Neither party shall request a jury

1 apportionment.

2 14. INSURANCE

3 14.1 Prior to the provision of services under this Agreement,
4 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
5 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
6 endorsements required herein, necessary to satisfy COUNTY that the insurance
7 provisions of this Agreement have been complied with, and to keep such
8 insurance coverage and the certificates therefore on deposit with
9 ADMINISTRATOR during the entire term of this Agreement.

10 14.2 CONTRACTOR shall ensure that all subcontractors performing work on
11 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
12 to the same terms and conditions as set forth herein for CONTRACTOR.

13 14.3 All self-insured retentions (SIRs) and deductibles shall be
14 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
15 apply, indicate this on the Certificate of Insurance with a "0" by the
16 appropriate line of coverage. Any self-insured retention (SIR) or deductible
17 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
18 specifically be approved by the County Executive Office (CEO)/Office of Risk
19 Management.

20 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
21 the full term of this Agreement, COUNTY may terminate this Agreement.

22 14.5 Qualified Insurer:

23 14.5.1 Minimum insurance company ratings as determined by the
24 most current edition of the Best's Key Rating Guide/Property-Casualty/United
25 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
26 Category).

27 14.5.2 The policy or policies of insurance required herein must
28 be issued by an insurer licensed to do business in the State of California

1 (California Admitted Carrier). If the insurer is a non-admitted carrier in the
2 State of California and does not meet or exceed an A.M. Best rating of A-
3 /VIII, CEO/Office of Risk Management retains the right to approve or reject
4 carrier after a review of the company's performance and financial ratings. If
5 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
6 /VIII, ADMINISTRATOR can accept the insurance.

7 14.6 The policy or policies of insurance maintained by CONTRACTOR shall
8 provide the minimum limits and coverage as set forth below:

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

25 14.7 Required Coverage Forms:

26 14.7.1 Commercial General Liability coverage shall be written on
27 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
28

1 liability coverage at least as broad.

2 14.7.2 Business Auto Liability coverage shall be written on ISO
3 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
4 coverage at least as broad.

5 14.8 Required Endorsements:

6 14.8.1 Commercial General Liability policy shall contain the
7 following endorsements, which shall accompany the Certificate of Insurance:

8 14.8.1.1 An Additional Insured endorsement using ISO
9 form CG 2010 or CG 2033 or a form at least as broad naming the County of
10 Orange, its elected and appointed officials, officers, employees, agents as
11 Additional Insureds.

12 14.8.1.2 A primary non-contributing endorsement
13 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
14 insurance maintained by the County of Orange shall be excess and non-
15 contributing.

16 14.9 All insurance policies required by this Agreement shall waive all
17 rights of subrogation against the County of Orange and members of the Board of
18 Supervisors, its elected and appointed officials, officers, agents and
19 employees when acting within the scope of their appointment or employment.

20 14.10 The Workers' Compensation policy shall contain a waiver of
21 subrogation endorsement waiving all rights of subrogation against the County
22 of Orange, and members of the Board of Supervisors, its elected and appointed
23 officials, officers, agents and employees.

24 14.11 All insurance policies required by this Agreement shall give the
25 County of Orange thirty (30) days' notice in the event of cancellation and ten
26 (10) days for non-payment of premium. This shall be evidenced by policy
27 provisions or an endorsement separate from the Certificate of Insurance.

28 14.12 If CONTRACTOR's Professional Liability policy is a "claims made"

1 policy. CONTRACTOR shall agree to maintain professional liability coverage for
2 two (2) years following completion of this Agreement.

3 14.13 The Commercial General Liability policy shall contain a
4 severability of interests clause also known as a "separation of insureds"
5 clause (standard in the ISO CG 0001 policy).

6 14.14 Insurance certificates should be mailed to COUNTY at the address
7 indicated in Paragraph 11 of this Agreement.

8 14.15 If CONTRACTOR fails to provide the insurance certificates and
9 endorsements within seven (7) days of notification by CEO/County Procurement
10 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

11 14.16 COUNTY expressly retains the right to require CONTRACTOR to
12 increase or decrease insurance of any of the above insurance types throughout
13 the term of this Agreement. Any increase or decrease in insurance will be as
14 deemed by County of Orange Risk Manager as appropriate to adequately protect
15 COUNTY.

16 14.17 COUNTY shall notify CONTRACTOR in writing of changes in the
17 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
18 certificates of insurance and endorsements with COUNTY incorporating such
19 changes within thirty (30) days of receipt of such notice, this Agreement may
20 be in breach without further notice to CONTRACTOR, and COUNTY shall be
21 entitled to all legal remedies.

22 14.18 The procuring of such required policy or policies of insurance
23 shall not be construed to limit CONTRACTOR's liability hereunder nor to
24 fulfill the indemnification provisions and requirements of this Agreement, nor
25 act in any way to reduce the policy coverage and limits available from the
26 insurer.

27 15. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

28 CONTRACTOR shall report to COUNTY:

1 15.1 Any accident or incident relating to services performed under this
2 Agreement which involves injury or property damage which may result in the
3 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
4 shall be made in writing within twenty-four (24) hours of occurrence.

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

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

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

16 16. CONFLICT OF INTEREST

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

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

27 17. ANTI-PROSELYTISM PROVISION

28 No funds provided directly to institutions or organizations to provide

1 services and administer programs under Title 42 United States Code (USC)
2 Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or
3 proselytization, except as otherwise permitted by law.

4 18. SUPPLANTING GOVERNMENT FUNDS

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

14 19. BREACH SANCTIONS

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

20 19.1 Afford CONTRACTOR a time period within which to cure the breach,
21 which period shall be established by ADMINISTRATOR; and/or

22 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
23 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
24 later recovery; and/or

25 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
26 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

1 20. PAYMENTS

2 20.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR
3 monthly in arrears, the rate of reimbursement for the services provided under
4 this Agreement, as established by the State of California, as stated in CDSS
5 Manual of Policies and Procedures, Division 11, Chapter 11-425.1. Payments
6 shall accrue from the date a Youth/NMD is placed and terminate on the date
7 before the Youth/NMD is discharged, removed, runs away, or otherwise leaves
8 the TFC. No payment shall accrue to CONTRACTOR if the Youth/NMD is placed in
9 and removed from the TFC and placed in another facility on the same day, i.e.,
10 the Youth/NMD must spend the night in the TFC before payment will accrue.

11 20.2 It is mutually understood that CDSS determines CONTRACTOR's Rate
12 Classification Level (RCL) and sets a corresponding rate using the
13 standardized schedule of rates specified in Welfare and Institutions Code
14 (WIC) Section 11462(f), (g), and (h). CONTRACTOR's RCL is determined using
15 points resulting from the total number of eligible weighted hours per child
16 per month of Child Care Service, Social Work Activities, and Mental Health
17 Treatment Services, divided by ninety (90) percent of the CONTRACTOR's
18 licensed capacity. The total number of points determines the CONTRACTOR's
19 RCL.

20 20.3 CONTRACTOR shall be classified at RCL 12 only if CONTRACTOR
21 generates the requisite number of points for RCL 12, only accepts Youth/NMD
22 with special treatment needs, as determined through the assessment process in
23 Section 11462.01 of the WIC, and has as part of their program measurable
24 performance standards developed by COUNTY.

25 20.4 CONTRACTOR shall submit to CDSS a completed rate application for
26 each program on a biennial basis according to a schedule determined by CDSS,
27 in accordance with WIC Section 11462 (a) (3) (A).

28 20.5 Upon prior written approval of Youth's/NMD's Social Worker, COUNTY

1 may continue to pay for residential care for up to fourteen (14) days when a
2 Youth/NMD leaves the TFC prior to the planned discharge date (e.g., runaway)
3 if CONTRACTOR has agreed to take the Youth/NMD back immediately upon notice
4 during the period of continued payment.

5 20.6 CONTRACTOR shall provide written notice to the Orange County
6 Foster Care Eligibility Team immediately, and no later than within thirty (30)
7 days of the receipt of a payment for an Orange County placement, which is
8 inconsistent with the period of placement and results in an overpayment or an
9 underpayment. The overpayment or underpayment shall be identified by the
10 Youth's/NMD's name, case number, caseload number, and the amount of
11 underpayment or overpayment.

12 21. OVERPAYMENTS

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

26 22. OUTSTANDING DEBT

27 CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall
28 be in the process of resolving outstanding debt to ADMINISTRATOR's

1 satisfaction, prior to entering into and during the term of this Agreement.

2 23. MEDICAL COSTS

3 23.1 It is anticipated that any medical costs for Youth/NMD placed by
4 COUNTY under this Agreement shall be paid by the State Medi-Cal program during
5 such periods as the Youth/NMD is eligible for health care services under that
6 program.

7 23.2 If the Youth/NMD is ineligible for Medi-Cal services, CONTRACTOR
8 shall notify Youth's/NMD's Social Worker and specify the medical treatment
9 needed and approximate cost. Except in emergencies, authorization by the
10 Social Worker must be obtained prior to incurring any medical expenses not
11 covered by Medi-Cal. COUNTY may pay for medical services, in accordance with
12 COUNTY procedure, if such services are deemed necessary by COUNTY and Medi-Cal
13 rejects coverage. COUNTY shall reimburse based on Medi-Cal rates.

14 23.3 CONTRACTOR shall be responsible for controlling the use of each
15 Youth's/NMD's Medi-Cal proof-of-eligibility card.

16 24. RECORDS, INSPECTIONS AND AUDITS

17 24.1 Financial Records:

18 24.1.1 CONTRACTOR shall prepare and maintain accurate and
19 complete financial records. Financial records shall be retained, by
20 CONTRACTOR, for a minimum of five (5) years from the date of final payment
21 under this Agreement or until all pending COUNTY, State and Federal audits are
22 completed, whichever is later.

23 24.1.2 CONTRACTOR shall establish and maintain reasonable
24 accounting, internal control and financial reporting standards in conformity
25 with generally accepted accounting principles established by the American
26 Institute of Certified Public Accountants and to the satisfaction of
27 ADMINISTRATOR.

28 24.2 Client Records:

1 24.2.1 CONTRACTOR shall prepare and maintain accurate and
2 complete records of clients served and dates and type of services provided
3 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

4 24.2.2 All client records related to services provided under the
5 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
6 (5) years from the date of final payment under this Agreement or until all
7 pending COUNTY, State and Federal audits are completed, whichever is later.
8 Notwithstanding anything to the contrary, upon termination of this Agreement,
9 CONTRACTOR shall relinquish control with respect to client records to COUNTY
10 in accordance with Subparagraph 41.2.

11 24.2.3 COUNTY may refuse payment for a claim if client records
12 are determined by COUNTY to be incomplete or inaccurate. In the event client
13 records are determined to be incomplete or inaccurate after payment has been
14 made, COUNTY may treat such payment as an overpayment within the provisions of
15 this Agreement.

16 24.3 Public Records:

17 With the exception of client records or other records referenced
18 in Paragraph 30, entitled Confidentiality, all records, including but not
19 limited to, reports, audits, notices, claims, statements and correspondence,
20 required by this Agreement may be subject to public disclosure. COUNTY will
21 not be liable for any such disclosure.

22 24.4 Inspections and Audits:

23 24.4.1 The U.S. Department of Health and Human Services,
24 Comptroller General of the United States, Director of CDSS, State Auditor-
25 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
26 Department, or any of their authorized representatives, shall have access to
27 any books, documents, papers and records, including medical records, of
28 CONTRACTOR which any of them may determine to be pertinent to this Agreement

1 for the purpose of financial monitoring. Further, all the above mentioned
2 persons have the right at all reasonable times to inspect or otherwise
3 evaluate the work performed or being performed under this Agreement and the
4 premises in which it is being performed.

5 24.4.2 CONTRACTOR shall make available its books and financial
6 records within the borders of Orange County within ten (10) days after receipt
7 of written demand by ADMINISTRATOR.

8 24.4.3 In the event CONTRACTOR does not make available its books
9 and financial records within the borders of Orange County, CONTRACTOR agrees
10 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
11 designee, necessary to obtain CONTRACTOR's books and financial records.

12 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of
13 COUNTY's liability to the State or Federal government or any agency thereof
14 resulting from any disallowances or other audit exceptions to the extent that
15 such liability is attributable to CONTRACTOR's failure to perform under this
16 Agreement.

17 24.5 Evaluation Studies:

18 24.5.1 CONTRACTOR shall participate as requested by COUNTY in
19 research and/or evaluative studies designed to show the effectiveness and/or
20 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
21 project.

22 25. PERSONNEL DISCLOSURE

23 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
24 all personnel providing services hereunder, including résumés and job
25 applications. Changes to the list will be immediately provided to
26 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
27 application. The list shall include:

28 25.1.1 Names of all full or part-time personnel by title.

1 including volunteer personnel, whose direct services are required to provide
2 the programs described herein;

3 25.1.2 A brief description of the functions of each position and
4 the hours each person works each week; or for part-time personnel, each day or
5 month, as appropriate;

6 25.1.3 The professional degree, if applicable, and experience
7 required for each position; and

8 25.1.4 The language skill, if applicable, for all personnel.

9 25.2 CONTRACTOR's employment applications shall require applicants to
10 provide detailed information regarding the conviction of a crime by any court,
11 for offenses other than minor traffic offenses. Information not disclosed in
12 the employment application discovered subsequent to the hiring or promotion of
13 any applicant shall be cause for termination of that employee from the
14 performance of services under this Agreement.

15 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
16 COUNTY, criminal record background checks on all employees and/or volunteers
17 who will provide services under this Agreement. Candidates will satisfy
18 background checks consistent with and comparable to those required for COUNTY
19 employees.

20 25.4 CONTRACTOR warrants that all persons employed or otherwise
21 assigned by CONTRACTOR to provide services under this Agreement have
22 satisfactory past work records and/or reference checks indicating their
23 ability to perform the required duties and accept the kind of responsibility
24 anticipated under this Agreement. CONTRACTOR shall maintain records of
25 background investigations and reference checks undertaken and coordinated by
26 CONTRACTOR for each employee and/or volunteer assigned to provide services
27 under this Agreement for a minimum of five (5) years from the date of final
28 payment under this Agreement or until all pending COUNTY, State and Federal

1 audits are completed, whichever is later, in compliance with all applicable
2 laws.

3 25.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
4 arrest and/or subsequent conviction, for offenses other than minor traffic
5 offenses, of any paid employee and/or volunteer staff performing services
6 under this Agreement, when such information becomes known to CONTRACTOR.
7 ADMINISTRATOR may determine whether such employee and/or volunteer may
8 continue to provide services under this Agreement and shall provide notice of
9 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
10 with ADMINISTRATOR's decision shall be deemed a material breach of this
11 Agreement, pursuant to Paragraph 19 above.

12 25.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
13 staff performing work hereunder and any proposed changes in CONTRACTOR's
14 staff.

15 25.7 COUNTY shall have the right to require CONTRACTOR to remove any
16 employee from the performance of services under this Agreement. At the
17 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

18 25.8 CONTRACTOR shall notify COUNTY immediately when staff is
19 terminated for cause from working on this Agreement.

20 25.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
21 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
22 work in accordance with the terms and conditions of this Agreement.

23 26. EMPLOYMENT ELIGIBILITY VERIFICATION

24 As applicable, CONTRACTOR warrants that it fully complies with all
25 Federal and State statutes and regulations regarding the employment of aliens
26 and others, and that all its employees performing work under this Agreement
27 meet the citizenship or alien status requirement set forth in Federal statutes
28 and regulations. CONTRACTOR shall obtain, from all employees performing work

1 hereunder, all verification and other documentation of employment eligibility
2 status required by Federal or State statutes and regulations including, but
3 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC
4 Section 1324 et seq., as they currently exist and as they may be hereafter
5 amended. CONTRACTOR shall retain all such documentation for all covered
6 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
7 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
8 its agents, officers, and employees from employer sanctions and any other
9 liability which may be assessed against CONTRACTOR or COUNTY or both in
10 connection with any alleged violation of any Federal or State statutes or
11 regulations pertaining to the eligibility for employment of any persons
12 performing work under this Agreement.

13 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

14 27.1 In order to comply with child support enforcement requirements of
15 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
16 of the award of this Agreement:

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

1 27.2 The failure of CONTRACTOR to timely submit the data or
2 certifications required by subsections (a), (b), (c), or (d), or to comply
3 with all Federal and State employee reporting requirements for child support
4 enforcement or to comply with all lawfully served Wage and Earnings Assignment
5 Orders and Notices of Assignment shall constitute a material breach of this
6 Agreement, and failure to cure such breach within sixty (60) calendar days of
7 notice from COUNTY shall constitute grounds for termination of this Agreement.

8 27.3 It is expressly understood that this data will be transmitted to
9 governmental agencies charged with the establishment and enforcement of child
10 support orders, and for no other purpose.

11 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

12 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
13 ensure that all employees, volunteers, consultants, or agents performing
14 services under this Agreement report child abuse or neglect to one of the
15 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
16 abuse as defined in Section 15610.07 of the WIC to one of the agencies
17 specified in WIC Section 15630. CONTRACTOR shall require such employee,
18 volunteer, consultant or agent to sign a statement acknowledging the child
19 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
20 Penal Code and the dependent adult and elder abuse reporting requirements as
21 set forth in Section 15630 of the WIC and will comply with the provisions of
22 these code sections as they now exist or as they may hereafter be amended.

23 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

1 30. CONFIDENTIALITY

2 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
3 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
4 and all other provisions of law, and regulations promulgated thereunder
5 relating to privacy and confidentiality, as each may now exist or be hereafter
6 amended.

7 30.2 All records and information concerning any and all persons
8 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
9 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
10 volunteers. CONTRACTOR shall require all of its employees, agents,
11 subcontractors and volunteer staff who may provide services for CONTRACTOR
12 under this Agreement to sign an agreement with CONTRACTOR before commencing
13 the provision of any such services, to maintain the confidentiality of any and
14 all materials and information with which they may come into contact, or the
15 identities or any identifying characteristics or information with respect to
16 any and all participants referred to CONTRACTOR by COUNTY, except as may be
17 required to provide services under this Agreement or to those specified in
18 this Agreement as having the capacity to audit CONTRACTOR, and as to the
19 latter, only during such audit. CONTRACTOR shall comply with any audits
20 specified in Paragraph 24, provide reports and any other information required
21 by COUNTY in the administration of this Agreement, and as otherwise permitted
22 by law.

23 30.3 CONTRACTOR shall inform all of its employees, agents,
24 subcontractors, volunteers and partners of this provision and that any person
25 knowingly and intentionally violating the provisions of said State law may be
26 guilty of a crime.

27 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
28 be subject to the confidentiality requirements of this Agreement.

1 30.4.1 CONTRACTOR agrees to maintain the confidentiality of its
2 records with respect to Juvenile Court matters, in accordance with WIC Section
3 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy
4 regarding Confidentiality, as it now exists or may hereafter be amended.

5 30.4.2 No access, disclosure or release of information regarding
6 a Youth/NMD who is the subject of Juvenile Court proceedings shall be
7 permitted except as authorized. If authorization is in doubt, no such
8 information shall be released without the written approval of a Judge of the
9 Juvenile Court.

10 30.4.3 All materials prepared for, and/or relating to actions
11 taken by the Juvenile Court and furnished by COUNTY to CONTRACTOR shall
12 require prior written approval of the Juvenile Court for release.

13 30.4.4 CONTRACTOR must receive prior written approval of the
14 Juvenile Court before allowing any Youth/NMD to be interviewed, photographed
15 or recorded by any publication or organization or to appear on any radio,
16 television or internet broadcast or make any other public appearance. Such
17 approval shall be requested through YOUTH/NMD's Social Worker.

18 31. COPYRIGHT ACCESS

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

23 32. WAIVER

24 No delay or omission by either party hereto to exercise any right or
25 power accruing upon any noncompliance or default by the other party with
26 respect to any of the terms of this Agreement shall impair any such right or
27 power or be construed to be a waiver thereof. A waiver by either of the
28 parties hereto of any of the covenants, conditions, or agreements to be

1 performed by the other shall not be construed to be a waiver of any succeeding
2 breach thereof or of any other covenant, condition or agreement herein
3 contained.

4 33. PUBLICITY

5 33.1 Information and solicitations, prepared and released by
6 CONTRACTOR, concerning the services provided under this Agreement shall state
7 that the program, wholly or in part, is funded through COUNTY, State and
8 Federal government funds.

9 33.2 CONTRACTOR shall not disclose any details in connection with this
10 Agreement to any person or entity except as may be otherwise provided
11 hereunder or required by law. However, in recognizing CONTRACTOR's need to
12 identify its services and related clients to sustain itself, COUNTY shall not
13 inhibit CONTRACTOR from publishing its role under this Agreement within the
14 following conditions:

15 33.2.1 CONTRACTOR shall develop all publicity material in a
16 professional manner; and

17 33.2.2 During the term of this Agreement, CONTRACTOR shall not,
18 and shall not authorize another to, publish or disseminate any commercial
19 advertisements, press releases, feature articles, or other materials using the
20 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
21 unreasonably withhold written consent.

22 34. COUNTY RESPONSIBILITIES

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

25 35. REFERRALS

26 35.1 CONTRACTOR shall provide services to individuals referred by
27 ADMINISTRATOR.

28 36. REPORTS

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

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

9 37. ENERGY EFFICIENCY STANDARDS

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

13 38. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

28 ///

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

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

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

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

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

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

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

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

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

15 40. POLITICAL ACTIVITY

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

19 41. TERMINATION PROVISIONS

20 41.1 ADMINISTRATOR [REDACTED] Either party may terminate this Agreement without
21 penalty immediately with cause or after thirty (30) days written notice
22 without cause, unless otherwise specified. Notice shall be deemed served on
23 the date of mailing. Cause shall be defined as any breach of contract, any
24 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
25 ADMINISTRATOR [REDACTED] either party of the right to terminate this Agreement shall
26 relieve COUNTY [REDACTED] both parties of all further obligations under this Agreement.

27 41.2 Upon termination, or notice thereof, CONTRACTOR and ADMINISTRATOR
28 agrees to cooperate with ADMINISTRATOR [REDACTED] each other in the orderly transfer of

1 service responsibilities, active case records, and pertinent documents.

2 41.3 The obligations of COUNTY under this Agreement are contingent upon
3 the availability of Federal and/or State funds, as applicable, for the
4 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
5 for the services hereunder in the budget approved by the Orange County Board
6 of Supervisors each fiscal year this Agreement remains in effect or operation.
7 In the event that such funding is terminated or reduced, ADMINISTRATOR may
8 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
9 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
10 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
11 notification of such determination. CONTRACTOR shall immediately comply with
12 ADMINISTRATOR's decision.

13 41.4 If any provision of this Agreement or the application thereof is
14 held invalid, the remainder of this Agreement shall not be affected thereby.

15 42. GOVERNING LAW AND VENUE

16 This Agreement has been negotiated in the State of California and shall
17 be governed by and construed under the laws of the State of California. In
18 the event of any legal action to enforce or interpret this Agreement, the sole
19 and exclusive venue shall be a court of competent jurisdiction located in
20 Orange County, California, and the parties hereto agree to and do hereby
21 submit to the jurisdiction of such court, notwithstanding Code of Civil
22 Procedure Section 394. Furthermore, the parties specifically agree to waive
23 any and all rights to request that an action be transferred for trial to
24 another county.

25 ///

26 ///

27 ///

28 ///

1 43. SIGNATURE IN COUNTERPARTS

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

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1 WHEREFORE, the parties hereto have executed this Agreement.

2
3 By: _____
4 LAWRENCE W. HOWELL
5 EXECUTIVE DIRECTOR
6 RITE OF PASSAGE, ADOLESCENT
7 TREATMENT CENTERS AND SCHOOLS, INC.

By: _____
COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS

8 Dated: _____

Dated: _____

9
10 SIGNED AND CERTIFIED THAT A COPY OF THIS
11 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
12 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
13 ATTEST:

14 _____
15 SUSAN NOVAK
16 Clerk of the Board of Supervisors
17 Orange County, California

18 APPROVED AS TO FORM
19 COUNTY COUNSEL
20 COUNTY OF ORANGE, CALIFORNIA

21 By: _____
22 DEPUTY

23 Dated: _____
24
25
26
27
28

1 EXHIBIT A

2 TO

3 AGREEMENT

4 BETWEEN

5 COUNTY OF ORANGE

6 AND

7 RITE OF PASSAGE, ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.

8 FOR THE PROVISION OF

9 TUSTIN FAMILY CAMPUS HIGH NEEDS YOUTH SERVICES

10
11 1. POPULATION TO BE SERVED

12 1.1 CONTRACTOR agrees to provide residential care and treatment
13 services at the TFC to the Youth/NMD referred to CONTRACTOR by ADMINISTRATOR
14 pursuant to the terms and conditions set forth herein, in accordance with the
15 Youth's/NMD's Admission Agreement and CONTRACTOR's Program Statement, approved
16 by CCLD and incorporated herein by reference, as it currently exists or may
17 hereafter be amended.

18 1.2 It is mutually understood that the two (2) High Needs Youth
19 Services residential homes combined will serve up to twelve (12) Youth/NMDs at
20 any given time, with up to six (6) Youth/NMDs in each home. CONTRACTOR shall
21 provide services requested by COUNTY for the referrals received, until
22 referred Youth/NMDs are ready to transition from the TFC to reunify with their
23 parent(s), be placed with relatives, non-relative extended family members
24 (NREFM), or foster family home; enter the Transitional Housing Placement
25 Program (THPP), Transitional Housing Program Plus (THP+), or THP+ Host Family
26 Services; or emancipate.

27 1.3 One home shall house male Youth and NMDs, and the other home shall
28 house female Youth and NMDs, ~~ages twelve (12) years to eighteen (18) years old~~

1 ~~at the time of intake, including Non-Minor Dependents~~ as described defined in
2 Subparagraphs 4.30 and 4.14 respectively, of this Agreement.

3 2. REFERRALS

4 2.1 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. COUNTY will be the sole source for all referrals for
8 placements to the High Needs Youth Services Program.

9 3. CONTRACTOR'S PROGRAM STATEMENT

10 3.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or
11 revised Program Statement as submitted to the CDSS and/or CCLD, or upon
12 ADMINISTRATOR's request, subsequent to the execution of this Agreement. The
13 provisions of the revised Program Statement shall supersede the provisions
14 contained in the previous Program Statement submitted to ADMINISTRATOR to the
15 extent they conflict.

16 4. GOALS

17 4.1 To provide essential, intensive treatment ~~and~~ services which
18 directly assist Youth/NMD to achieve and demonstrate long-term, sustainable
19 behavior and change, and to successfully return Youth/NMD to the community or
20 lower levels of care such as reunification with their family parents, or
21 placement with relatives, NREFM, or foster family, or emancipation. ~~or self-~~
22 ~~sufficiency.~~

23 5. SERVICES TO BE PROVIDED

24 CONTRACTOR shall:

25 5.1 Provide a home-like environment while providing services designed
26 to prepare the Youth/NMD for lower levels of care such as reunification with
27 their parent(s), placement with relatives, NREFM, or foster family, or
28 emancipation.

1 5.2 Provide each Youth/NMD with nurturing, care, treatment, and
2 training suited to the Youth's/NMD's individually assessed needs.

3 5.3 Provide twenty-four (24) hour awake supervision.

4 5.4 Follow admission requirements related to medical screening,
5 physical examination, medical testing, and immunization as prescribed by
6 COUNTY. CONTRACTOR shall take Youth's/NMD's HEP Encounter Form and HEP to all
7 medical and dental appointments.

8 5.5 Adhere to COUNTY policy and Juvenile Justice Court requirements
9 regarding psychotropic medication and reporting responsibilities.

10 5.6 Develop an understanding of the responsibilities, objectives, and
11 requirements of COUNTY in regard to the care of Youth/NMD and work with COUNTY
12 in planning for treatment and services needed by Youth/NMD.

13 5.7 Work collaboratively with COUNTY to ensure Youth's/NMD's ongoing
14 and healthy relationships with family members or other individuals who are
15 important to the Youth/NMD, with the knowledge and concurrence of the Social
16 Worker as indicated in the Youth's/NMD's permanency plan.

17 5.8 Work toward termination of placement on a planned basis through
18 ongoing staffings, as indicated in the Youth's/NMD's permanency plan, with
19 maximum involvement of the Youth/NMD, parents, Social Worker, and any other
20 person(s) deemed appropriate. ~~and Youth's/NMD's Social Worker.~~

21 5.9 Provide one (1) houseparent and one (1) Group Living/Coach
22 Counselor staff for ~~each of the High Needs Youth Services homes~~ every three
23 (3) Youth/NMDs per home, to be available onsite; ~~for each group of not more~~
24 ~~than three (3) Youth/NMD;~~ and awake staff supervision during evening, early
25 morning hours, and weekends; and ~~to~~ comply with the CDSS CCL Title 22
26 Regulations governing the Youth's/NMD's residential care. Houseparent and
27 awake staff shall be responsible for facilitating family activities,
28 ~~(programs)~~, meal preparation, grocery shopping, light housekeeping, and normal

1 duties of the household, which may include the transportation of the Youth/NMD
2 to ~~either a public school or a non-public school~~ including the Youth's/NMD's
3 school of origin.

4 5.10 Provide staff in each of the High Needs Youth Services homes to
5 support twenty-four hours/seven days a week (24/7) awake supervision duties,
6 assist houseparents with program responsibilities, and be available for
7 houseparents' short leaves such as breaks and weekends. Staff coverage ratio
8 shall be one to three (1:3) staff ~~per home~~ during awake hours and one to six
9 (1:6) ~~staff per home~~ during sleeping hours.

10 5.11 Develop collaborative partnerships with the CFS Transitional
11 Planning Services Program (TPSP), local Community-Based Organizations (CBOs),
12 Faith-Based Organizations (FBOs), Family Resource Centers (FRCs), high
13 schools, colleges, employers, housing authorities, and any other resources ~~in~~
14 ~~order~~ to provide the services and tools ~~that assist the~~ to facilitate the
15 ~~process~~ for Youth/NMDs to ~~be successful~~ ~~work toward achieving~~ ~~in their life's~~
16 goals after leaving the TFC.

17 5.12 ~~Ensure~~ ~~Assure~~ that the Youth's/NMD's Personal Rights as set forth
18 in Title 22, CCR Section 84072, are observed and protected. ~~CONTRACTOR shall~~
19 ~~provide a copy of the Personal Rights to the Youth and Youth's authorized~~
20 ~~representatives at the time of admission.~~

21 5.13 Develop, maintain, and implement written Youth/NMD discipline
22 policies and procedures in accordance with Title 22.

23 5.14 Respect the cultural diversity of the Youth/NMD served, their
24 parents and any other person(s) important to the Youth/NMD and provide
25 culturally responsive direct service employees, as described in Subparagraph
26 4.6 of this Agreement.

27 5.15 Provide multi-lingual direct service staff, and other
28 professionals and services as required to meet the needs of Youth/NMD and

1 families served.

2 5.16 Post safety notices and other literature provided to CONTRACTOR by
3 ADMINISTRATOR, in the manner prescribed. Such literature may be in the form
4 of, but not limited to, placards, posters, checklists, instructions, or
5 diagrams. ~~charts, or illustrations.~~

6 5.17 Consider placement of all Youth's/NMD's referred to the program.
7 ~~by COUNTY.~~

8 5.18 Participate in the collaborative decision-making process on an
9 ongoing basis for all future critical decision points including, but not
10 limited to, intake, placement, development of needs and service plans, social
11 work activities, and preservation activities that will determine discharge and
12 aftercare planning of the Youth/NMD to the community, or lower level of care.

13 5.19 Utilize a behavioral management model approved by ADMINISTRATOR.

14 5.20 Maintain placement of Youth/NMD until such time as a collective
15 decision is made by the Treatment Team (which may include but is not limited
16 to CONTRACTOR staff), and with the full consent of the Social Worker that:

17 5.20.1 All therapeutic and treatment plan goals have been
18 achieved and/or Youth/NMD is ready for a lower level of care;

19 5.20.2 An alternate treatment or placement plan is required to
20 more effectively meet the needs of Youth/NMD, and the alternative plan is in
21 place; or

22 5.20.3 Full achievement of the goals have been met as determined
23 by the members of the Treatment Team.

24 5.21 ~~Education Requirements:~~ Maintain Youth's/NMD's will
25 attendance in school, at either William Lyon School, located at OCFC, 401 The
26 City Drive South, Orange, CA 92868; or ~~other public or non-public~~ their school
27 of origin in the community as deemed appropriate by Social Worker. CONTRACTOR
28 shall:

1 5.21.1 Transport Youth/NMD to and from the William Lyon School
2 or their ~~public or non-public~~ school of origin, and/or to other school-related
3 activities.

4 5.21.2 Provide educational and school-related support services,
5 for Youth/NMD which include but are not limited to:

6 5.21.2.1 Providing a minimum of one (1) CONTRACTOR
7 staff on site at the William Lyon School at ~~Orangewood Children and Family~~
8 ~~Center (OCFC)~~ while the Youth/NMD are in attendance.

9 ~~5.21.2.2 Allow~~ Ensuring the Youth/NMD to continues his
10 or her education in the school of origin for the duration of the school year,
11 if remaining in that school is in the Youth's/NMD's best interest, in
12 accordance with Education Code 48853.5 Sections (e)(1), (2), (3)(A), (4),
13 (f).~~(d)s(1) regarding school of origin, and provide transportation;~~

14 5.21.2.3 Enrolling the Youth/NMD in school within
15 three (3) school days of placement, and notifying COUNTY within three (3)
16 business days of any obstacles to Youth's/NMD's school enrollment;

17 5.21.2.4 Ensuring Youth/NMD is properly enrolled in
18 school and maintaining acceptable attendance, notifying the Social Worker
19 immediately if the Youth/NMD does not attend school, and reporting in writing
20 to ADMINISTRATOR any unauthorized school absences;

21 5.21.2.5 Monitoring the Youth's/NMD's attendance and
22 performance in school and credits earned and assessing progress to determine
23 areas in which improvement is needed. CONTRACTOR shall make monthly requests
24 for feedback from teachers regarding Youth's/NMD's academic and social
25 performance, and document date of contact, contact person, and feedback
26 provided.

27 5.21.2.6 Providing tutoring and school homework
28 supervision as needed;

1 5.22.3 Send **CONTRACTOR** staff to TPSP training for caregivers and
2 other TPSP related training, as required by ADMINISTRATOR.

3 5.22.4 Prepare and submit to ADMINISTRATOR a Youth/NMD specific
4 summary of all the Youth's/NMD's participation, activities, and contacts with
5 TPSP and other independent living program(s), including any programs offered
6 by CONTRACTOR. CONTRACTOR shall also maintain this summary in Youth's/NMD's
7 case file.

8 5.22.5 Encourage the Youth's/NMD's philosophical shift from
9 "survival/coping skills" to "empowerment/choice" by assisting in
10 various/additional self-sufficiency, independent living preparedness, and life
11 enhancement skills such as money management, driving lessons, "dress for
12 success" wardrobe readiness, time-management, and other self-expression
13 activities such as art, sports, and music, etc.

14 5.23 Food:

15 5.23.1 Youth/NMD shall receive an adequate and balanced diet as
16 required by Title 22, guidelines. In addition, CONTRACTOR shall maintain the
17 following minimum emergency supplies per Youth/NMD on the premises:

18 5.23.1.1 One (1) week supply of staple nonperishable
19 foods;

20 5.23.1.2 Two (2) day supply of fresh perishable foods;
21 and

22 5.23.1.3 A minimum five (5) day supply of at least one
23 (1) gallon of water per Youth/NMD.

24 5.23.2 Houseparents shall dine with the Youth/NMD at mealtimes
25 and engage in positive conversations, taking the opportunity to model
26 communications, and show interest in the Youth/NMD.

27 5.23.3 Houseparents shall comply with Title 22, Section 84276.
28 regarding Food Service guidelines.

1 5.24 Clothing:

2 CONTRACTOR shall:

3 5.24.1 Provide clothing as requested by COUNTY Social Worker
4 within three (3) calendar days of initial placement.

5 5.24.2 Designate an adequate amount of money each month to be
6 used to purchase new clothing necessary to meet the Youth's/NMD's basic needs
7 in a manner appropriate to his/her social environment, self-esteem, support,
8 and daily activities.

9 5.24.3 Document and file all receipts for all clothing purchases
10 in the Youth's/NMD's record. ~~including receipts.~~

11 5.24.4 Inventory the Youth's/NMD's clothing and personal
12 property at the time of placement and termination of placement.

13 5.24.5 All Youth/NMDs shall take their clothing, cash resources,
14 personal property, and valuables with them when placement is terminated. If a
15 Youth/NMD is unable to take these items at the time of termination, clothing
16 and personal property shall immediately be stored separately and securely ~~for~~
17 ~~each individual Youth/NMD~~ by CONTRACTOR for a maximum period of thirty (30)
18 days after which the items shall be delivered to the ~~Youth's/NMD's~~ Social
19 Worker. At termination of placement, CONTRACTOR shall provide an appropriate
20 method of transport for clothing and personal property such as luggage or
21 duffel bags. CONTRACTOR shall not transport child's personal property in trash
22 bags, paper or plastic bags, etc.

23 5.25 Personal Needs:

24 CONTRACTOR shall:

25 5.25.1 Furnish each Youth/NMD with personal care items,
26 including but not limited to, toothpaste, toothbrush, soap, hair care items,
27 and hygiene supplies appropriate for each Youth's/NMD's specific needs.

28 5.25.2 Furnish a separate and secure storage area for personal

1 items for each Youth/NMD.

2 5.25.3 Furnish each Youth/NMD with clean fresh towels, mattress
3 pads, pillows, sheets, and blankets in sufficient number to ensure cleanliness
4 and warmth.

5 5.26 Chores:

6 5.26.1 CONTRACTOR shall specify and post reasonable chores,
7 which Youth/NMD will be required to do as part of their regular routine. All
8 ~~other~~ chores are to be voluntary.

9 5.26.2 The ~~Youth's/NMD's~~ Social Worker may review CONTRACTOR's
10 policies regarding chores and ~~may disapprove, if appropriate, the~~ of chores
11 assigned to a specific Youth/NMD.

12 5.26.3 Youth/NMD shall be supervised by CONTRACTOR while they
13 are engaged in assigned chores.

14 5.27 Allowances:

15 Ensure each Youth/NMD is provided with an allowance no less
16 frequently than once a week and such allowance shall be documented in ~~each~~ the
17 Youth's/NMD's file. Receipt of such allowance shall be initialed by
18 Youth/NMD.

19 Minimum Allowances:

<u>Age</u>	<u>Weekly Allowance Rate</u>
20 12 years	\$6.00
21 13 years	\$6.50
22 14 years	\$7.00
23 15 years	\$7.50
24 16 years	\$8.00
25 17 years	\$8.50

26 5.28 Safeguards for Cash Resources, Personal Property and Valuables:

27 5.28.1 In accordance with Title 22, CCR Section 80026,
28

1 CONTRACTOR shall assist each Youth/NMD in keeping cash resources, personal
2 property, and valuables separate and intact. CONTRACTOR shall maintain
3 accurate records of such resources.

4 5.28.2 In the event that Youth/NMD is employed, CONTRACTOR shall
5 assist Youth/NMD in setting up a bank account in accordance with Title 22 CCR
6 Section 84072(c)(8), to the satisfaction of the Youth's/NMD Social Worker.
7 Youth's/NMD's funds shall not be comingled with CONTRACTOR's funds or petty
8 cash.

9 5.29 Transportation:

10 CONTRACTOR shall ~~supply~~ provide transportation for Youth/NMD as
11 required by ADMINISTRATOR, including transportation to dependency court
12 hearings, medical and/or counseling appointments, TPSP activities, school and
13 school activities, etc.

14 5.30 Visitors:

15 5.30.1 CONTRACTOR shall establish a set of rules in compliance
16 with CDSS CCL regarding visitation hours, sign-in/out requirements in a
17 Visitors Log, and visitation areas. Such rules shall apply to all visitors.
18 Visitors may require supervision by CONTRACTOR staff.

19 5.30.2 Upon entering the High Needs Youth Services homes, all
20 visitors shall be required to sign in on the Visitors Log Book. CONTRACTOR's
21 staff shall request a valid California Driver's License or other form of
22 government issued picture identification and shall record the name, address,
23 and driver's license number or identification number, if available, of each
24 visitor; the visitor's relationship to the resident; the stated purpose of the
25 visit; and the time of the visitor's entry and departure. Unaccompanied
26 visiting minors may not have the required identification; therefore, such
27 visits shall be supervised by CONTRACTOR staff.

28 5.30.3 Visitors who are not required to go further into the

1 residents' quarters shall be restricted to a controlled, designated area, and
2 shall be supervised by CONTRACTOR's staff.

3 5.30.4 All visitors entering into any area of the High Needs
4 Youth Services homes where residents are or may be present, shall be
5 accompanied by CONTRACTOR's staff at all times, except parents, relatives, or
6 important persons who have been approved by the Youth/NMD's Social Worker for
7 unmonitored visitation. Such visitors shall be accompanied by CONTRACTOR's
8 staff to and from a private designated location in the High Needs Youth
9 Services homes where the visit will take place.

10 5.31 Drug Testing:

11 It is mutually understood that CONTRACTOR shall ~~not~~ perform drug
12 testing of Youth/NMD placed in CONTRACTOR's facility by ADMINISTRATOR ~~in the~~
13 ~~absence of~~ with Juvenile Court authorization or parental consent for medical
14 diagnosis and treatment purposes. CONTRACTOR shall contact the Youth's/NMD's
15 Social Worker ~~if~~ when drug testing of a Youth/NMD is deemed by the Juvenile
16 Court to be necessary.

17 5.32 Records:

18 5.32.1 CONTRACTOR shall prepare and maintain accurate and
19 complete written records on each Youth/NMD served under the terms of this
20 Agreement in a form acceptable to ADMINISTRATOR. In addition to the records
21 required to be maintained by Title 22, CONTRACTOR shall also maintain the
22 following information in the Youth's/NMD's case files:

23 5.32.1.1 Information regarding the Youth's/NMD's
24 participation in TPSP, as applicable;

25 5.32.1.2 Statement of behaviors with potential risk
26 and/or safety concerns;

27 5.32.1.3 Youth's/NMD's financial information,
28 including revenues and disbursements for clothing and material provided by

1 COUNTY and signed for by Youth/NMD, and allowances received by and signed for
2 by Youth/NMD;

3 5.32.1.4 Diagnostic studies;

4 5.32.1.5 Reports on interviews with Youth/NMD;

5 5.32.1.6 Special Incident Report (SIR);

6 5.32.1.7 Quarterly evaluations;

7 5.32.1.8 Termination summary;

8 5.32.1.9 Clinical notes on services provided by
9 treatment professionals;

10 5.32.1.10 Medical/dental records of visits; treatment,
11 including a copy of Child Health and Disability Prevention (CHDP) physical or
12 its equivalent that is less than one (1) year old;

13 5.32.1.11 All Psychotropic medication orders and
14 psychotropic medication changes shall be documented in Youth's/NMD's case file
15 and Medication Administration record (MAR); and

16 5.32.1.12 Monthly feedback from the Youth's/NMD's
17 school regarding academic and social performance.

18 5.32.1.13 All Youth/NMD records related to services
19 provided under the terms of this Agreement shall be retained by CONTRACTOR for
20 a minimum of five (5) years from the date of final payment under this
21 Agreement or until all pending COUNTY, State, and Federal audits are
22 completed, whichever is later. Notwithstanding anything to the contrary, upon
23 termination of this Agreement, CONTRACTOR shall cooperate in the transfer of
24 all Youth/NMD records to COUNTY in accordance with Subparagraph 41.2 of this
25 Agreement.

26 5.32.2 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

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

3 5.33 County Records:

4 5.33.1 Upon rejection of a referral, CONTRACTOR shall
5 immediately return all documents furnished by COUNTY to the Youth's/NMD's
6 Social Worker.

7 5.33.2 Upon termination of Youth's/NMD's placement, CONTRACTOR
8 shall return all original Juvenile Court records furnished by COUNTY to
9 Youth's/NMD's the Social Worker, upon request, within thirty (30) calendar
10 days after Youth's/NMD's release discharge.

11 5.34 House Log Book:

12 5.34.1 Each residential home shall maintain a handwritten and
13 chronological daily log record of the following:

14 5.34.1.1 Population count;

15 5.34.1.2 Visitors;

16 5.34.1.3 Special incidents/problems;

17 5.34.1.4 Group and individual activities including
18 participants;

19 5.34.1.5 "Significant" reactions of Youth/NMD to
20 telephone calls when such are openly displayed;

21 5.34.1.6 Furloughs or other off-site trips by
22 Youth/NMD; and

23 5.34.1.7 Staff on duty, including date and time staff
24 enters and leaves facility.

25 5.34.1.8 At the beginning of each working shift,
26 CONTRACTOR's staff shall individually review and initial all House Log Book
27 entries made subsequent to their last working shift.

28 5.35 Visitors Log Book:

1 Each residential home location shall maintain a separate Visitor
2 Sign-In/Sign-Out log which shall be retained by CONTRACTOR for a minimum of
3 five (5) years from date of final payment under this Agreement or until all
4 pending COUNTY, State, and Federal audits are completed, whichever is later.

5 6. HOURS OF OPERATION

6 CONTRACTOR shall provide service hours as determined by ADMINISTRATOR
7 that are responsive to the needs of the target population.

8 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES

9 CONTRACTOR shall:

10 7.1 Require support staff to assist with the program responsibilities
11 and to be available for Youth/NMD supervision during short-term leaves by the
12 houseparent such as weekends.

13 7.2 Maintain a phone log containing a list of all long distance calls
14 made from the telephone lines funded by COUNTY which will include the phone
15 number, the person called, the name of the TFC participant for whom the call
16 was made, and the purpose of the call. This list will be turned into
17 ADMINISTRATOR on a monthly basis. CONTRACTOR shall use the TFC dedicated
18 telephone line and the telephone lines provided for CONTRACTOR's colocated
19 staff for the express purpose of handling COUNTY business calls.

20 7.3 Provide other needs as appropriate, including but not limited to,
21 an emergency plan and procedures to request immediate assistance from
22 resources such as fire, paramedics, ambulance, police, Probation Officer, or
23 Social Worker.

24 7.4 Ensure that proper medical, dental, emergency and specialty care
25 resources are provided appropriate to the needs of the Youth/NMD that include,
26 but are not limited to:

27 7.4.1 A physical examination that shall be provided within
28 thirty (30) days of placement unless written documentation has been provided

1 from previous caregiver of an examination within the past eleven (11) months
2 with no follow-up recommended. A regular physical examination is to be
3 provided every twelve (12) months thereafter or sooner if examination report
4 warrants it.

5 7.4.2 A dental examination that shall be provided within thirty
6 (30) calendar days of placement unless written documentation has been provided
7 from the previous caregiver of an examination within the past eleven (11)
8 months with no follow-up recommended. A regular dental examination is to be
9 provided every twelve (12) months thereafter or sooner if an examination
10 report warrants it.

11 7.5 Ensure that proper mental health needs and resources are provided
12 by initiating an individualized behavioral management plan with a focus on
13 placement stability and step-down services that include, but are not limited
14 to:

15 7.5.1 Personal accountability and self-control;

16 7.5.2 Problem-solving techniques;

17 7.5.3 Developing adaptive, self-regulating coping skills;

18 7.5.4 Replacing high risk behaviors with alternative, healthy
19 ones; and

20 7.5.5 Fostering self and community awareness.

21 7.6 Assist Youth/NMD with psychological/psychiatric services based on
22 an individualized needs plan that include, but are not limited to:

23 7.6.1 Crisis intervention;

24 7.6.2 Group and individual therapy;

25 7.6.3 Skill-based therapeutic intervention;

26 7.6.4 Grief and loss counseling;

27 7.6.5 Substance abuse intervention/counseling; and

28 7.6.6 Psychotropic medication evaluation.

1 7.7 Assist Youth/NMD in fostering a social support network (including
2 family of origin, peers, etc.) that will provide patterns of nurturance and a
3 sense of belonging.

4 7.8 Provide interactive counseling aimed at preparing Youth/NMD to
5 analyze and better understand the reason for placement and to handle
6 associated emotional problems, resolving the difficulties between Youth/NMD
7 and family that led to the need for placement, and plan for the return of the
8 Youth/NMD into a family setting.

9 7.9 Provide individualized discharge planning to include the following
10 after-care services:

11 7.9.1 In-home staffing support, as needed, for at least thirty
12 (30) days after leaving the TFC;

13 7.9.2 Twenty-four (24) hours per day, seven (7) days per week
14 crisis intervention (on-call phone support) for at least thirty (30) days
15 after leaving the TFC;

16 7.9.3 Time-limited, purposeful therapeutic intervention and
17 support to ensure the Youth's/NMD's successful transition into a less
18 restrictive placement/community setting; and

19 7.9.4 The "warm hand-off" step-down process from CONTRACTOR
20 staff to other providers or specialists, to enhance communication of Youth/NMD
21 information and facilitate continuity of treatment between providers and
22 clinical locations or programs.

23 7.10 Provide a nurturing, home-like environment designed to accelerate
24 the Youth's/NMD's readiness for lower level placements such as reunification
25 with their parent(s), or placement with a relative, NREFM, or foster family
26 home; enter THPP/THP+/THP+ Host Family Services; or emancipation.

27 7.11 Maintain homes in a manner that will ensure the well-being,
28 protection, health, safety, and comfort of each of the Youth/NMD, as defined

1 by ~~CDSS CCLD~~ Title 22 Regulations and applicable California health and safety
2 regulations.

3 7.12 ~~Develop an individualized treatment plan, collaboratively with~~
4 ~~other service providers and the Treatment Team, including the Social Worker,~~
5 ~~to address the Youth's/NMD's unique social, mental health and educational~~
6 ~~needs with short and long term goals as well as methods and modality of~~
7 ~~intervention(s) delineated. The individualized treatment plan shall be~~
8 ~~reviewed and updated, and progress shall be measured at each monthly Treatment~~
9 ~~Team meeting.~~

10 7.13 Refer the Youth/NMD, as needed, to outside services as determined
11 by the completed Needs and Services Plan.

12 7.14 Provide ongoing evaluations of the Youth's/NMD's progress and
13 program efficacy to COUNTY.

14 7.15 Coordinate services with CONTRACTOR's or Health Care Agency (HCA)
15 behavioral ~~mental~~ health staff to be available during regular business hours
16 when possible. ~~After hours emergency behavioral health care issues are~~
17 ~~handled by HCA's emergency mental health team, which serves the COUNTY.~~

18 7.16 Develop a plan for each ~~of the~~ Youth/NMD to promote healthy and
19 positive face-to-face contacts with parents, relatives and/or NREFMs.

20 7.17 Jointly host regular coordination meetings with COUNTY to
21 coordinate procedures, review program operations, and resolve problems and
22 concerns.

23 8. COUNTY RESPONSIBILITIES

24 COUNTY will:

25 8.1 ~~Be the sole referring source for all placements to the High Needs~~
26 ~~Youth Services program.~~

27 8.2 Provide technical assistance and consultation in monitoring and
28 evaluating the services provided by CONTRACTOR.

1 8.3 ~~Provide CONTRACTOR with a timely written assessment of the unmet~~
2 ~~needs and/or problems of the individual Youth/NMD, which are related to~~
3 ~~his/her social, emotional, intellectual or physical adjustment and~~
4 ~~development, as they will affect the care and services of the individual~~
5 ~~Youth/NMD in the facility. This assessment shall generally include a social~~
6 ~~work assessment, medical reports, educational assessment and~~
7 ~~psychological/psychiatric evaluations, and meet CDSS requirements.~~

8 8.4 ~~Work with CONTRACTOR toward development of a treatment plan.~~

9 8.5 ~~Work with CONTRACTOR toward a positive stepping down placement~~
10 ~~into a family setting in accordance with protocols established by COUNTY.~~

11 8.6 ~~Assist in development and maintenance of each Youth's/NMD's~~
12 ~~relationships with parents, other family members, and important persons in~~
13 ~~future permanency planning for each Youth/NMD.~~

14 8.7 ~~Contact each Youth/NMD at least once a month. CONTRACTOR will be~~
15 ~~informed concerning the planned date of such contacts.~~

16 8.8 ~~Inform CONTRACTOR of any dangerous propensities of any Youth/NMD~~
17 ~~COUNTY places with CONTRACTOR.~~

18 8.9 ~~Inform CONTRACTOR of procedures to fund medical care.~~

19 8.10 ~~Provide authorization for medical treatment.~~

20 8.11 ~~Provide the Youth's/NMD's HEP at the time of the Youth's/NMD's~~
21 ~~placement and regularly thereafter.~~

22 8.12 ~~Provide consent for current court approved psychotropic~~
23 ~~medication; and provide a copy of COUNTY policy for administration of~~
24 ~~psychotropic medications.~~

25 8.13 ~~Obtain the Youth's/NMD's available clothing and deliver it to~~
26 ~~CONTRACTOR within five (5) business days.~~

27 8.14 ~~Provide assistance with emergencies. COUNTY will be responsive to~~
28 ~~CONTRACTOR's request for a timely meeting to discuss a Youth's/NMD's~~

1 ~~behavioral issues, program noncompliance and strategies to maintain placement.~~

2 Emergency after hours telephone number is:

3 Social Services Agency/Orangewood Children and Family Center:

4 (714) 935-7080

5 ~~9. BEHAVIORAL HEALTH SERVICES~~

6 9.1 ~~Behavioral health and substance abuse services are available~~
7 ~~through the Orange County Health Care Agency (HCA). Services provided include:~~

8 9.1.1 ~~An evaluation to identify the level of the Youth's/NMD's~~

9 9.1.2 ~~Behavioral health needs and appropriate level of~~
10 ~~treatment and rehabilitation.~~

11 9.1.3 ~~Case Management of behavioral health and/or substance~~
12 ~~abuse services.~~

13 9.1.4 ~~After hours emergency behavioral health care.~~

14 9.2 ~~HCA will provide Medi-Cal reimbursable outpatient specialty mental~~
15 ~~health services to Youth/NMD residents of the High Needs Youth Services homes,~~
16 ~~who meet medical necessity as determined by HCA in accordance with Medi-Cal~~
17 ~~guidelines. These services may include assessment, individual therapy, family~~
18 ~~therapy, medication monitoring, and case management.~~

19 10. FACILITIES

20 10.1 CONTRACTOR shall provide residential services ~~to~~ for up to twelve
21 (12) Youth/NMDs placed in the two (2) High Needs Youth Services homes as
22 referenced in Subparagraph 1.3 of this Exhibit A, at:

23 Tustin Family Campus

24 15405 Lansdowne Road

25 Tustin, CA 92710

26 10.2 CONTRACTOR shall maintain the High Needs Youth Services homes in a
27 manner which shall ensure the well-being, protection, health, safety, and
28 comfort of each Youth/NMD. Each Youth/NMD shall be afforded a reasonable

1 degree of privacy.

2 11. OUTCOMES

3 11.1 CONTRACTOR shall meet, but not be limited to, the following step-
4 down plan and outcomes during the term of this Agreement:

5 11.1.1 Transitional planning shall commence by the twelfth
6 (12th) month of placement with an expectation to complete the plan by the
7 eighteenth (18th) month of placement or as otherwise agreed by CONTRACTOR and
8 ADMINISTRATOR.

9 11.1.2 Youth/NMD will acquire and be able to demonstrate an
10 increased and sustainable level of functioning in a time frame beneficial to
11 the Youth/NMD and as agreed to by CONTRACTOR and ADMINISTRATOR, to
12 successfully transition and be maintained in family based care, reunite with
13 family or successfully transition to self-sufficiency. Generally, this will
14 not exceed eighteen (18) months, but time may be extended if deemed necessary
15 by the Treatment Team.

16 12. HANDLING COMPLAINTS

17 CONTRACTOR shall:

18 12.1 Develop, operate, and maintain procedures for receiving,
19 investigating, and responding to complaints, including Civil Rights
20 complaints, requests for COUNTY reviews, negative comments and other
21 complaints relating to the High Needs Youth Services program at TFC filed by
22 Youth/NMD, other contract service providers, community organizations, and the
23 public.

24 12.2 Maintain a log for identification and response to complaints.
25 When complaints cannot be resolved informally, a system of follow-through will
26 be instituted which adheres to formal plans for specific actions and strict
27 time deadlines. Ideally responses to complaints should occur within two (2)
28 business days.

1 12.3 For Civil Rights complaints, CONTRACTOR shall refer to
2 Subparagraph 10.6 of this Agreement.

3 12.4 Identify issues with potential legal implications, and review any
4 such cases with designated COUNTY staff prior to responding to the complaints.

5 12.5 Provide to COUNTY, in a form approved by ADMINISTRATOR,
6 information pertaining to complaints ~~as well as~~ including CONTRACTOR's
7 response, ~~to any complaints~~ as described in Subparagraph 12.1 of this Exhibit
8 A, ~~above~~ within ten (10) business days of the complaint. CONTRACTOR shall
9 provide a summary of all complaints and/or negative comments as prescribed and
10 in a format approved by ADMINISTRATOR. ~~Complaints include, but are not~~
11 ~~limited to, complaints from Youth/NMD, other contract service providers,~~
12 ~~community organizations, and the public.~~

13 13. OUTSIDE CONTACTS

14 CONTRACTOR shall:

15 13.1 Immediately inform ADMINISTRATOR upon receiving any inquiry from
16 an elected official, their representative, participant advocate, or the press
17 and immediately provide information in order to permit ADMINISTRATOR to
18 respond.

19 13.2 Consult with ADMINISTRATOR prior to initiating contact with a
20 participant advocate or the press.

21 13.3 Inform ADMINISTRATOR prior to initiating contact with an Orange
22 County elected official or their representative.

23 ~~14. COORDINATION~~

24 ~~CONTRACTOR shall jointly host regular coordination meetings with COUNTY,~~
25 ~~and CONTRACTOR's staff to coordinate procedures, review program operations,~~
26 ~~and solve problems.~~

27 ~~15. HOURS OF OPERATION~~

28 ~~CONTRACTOR shall provide service hours as determined by ADMINISTRATOR~~

1 ~~that are responsive to the needs of the target population.~~

2 16. STAFFING REQUIREMENTS

3 16.1 CONTRACTOR shall be in compliance with all CDSS CCL, Title 22
4 Regulations for staffing education, experience, training, and ratios.

5 16.2 All services must be linguistically and culturally responsive to
6 the Youth/NMD served. Although English is the predominant language spoken by
7 the Youth/NMD, there are Youth/NMD whose primary language is not English
8 (e.g., Spanish or Vietnamese). CONTRACTOR bi-lingual staffing ratios shall be
9 maintained in accordance with the language needs of the target population.

10 16.3 Houseparents residing in the homes will be required to be employed
11 by CONTRACTOR.

12 16.4 With CCL approval, houseparents may have children of their own
13 living in the home; however, houseparents will not be able to supervise their
14 own children while providing services to the residents. Houseparents' children
15 are not allowed in the Youth's/NMD's personal living areas such as bedrooms or
16 bathrooms.

17 17. STAFF TRAINING

18 17.1 COUNTY will provide initial training to a limited number of select
19 CONTRACTOR staff with respect to CFS regulations and COUNTY policies and
20 procedures. CONTRACTOR shall be required to attend any additional training(s)
21 that COUNTY determines to be mandatory, including but not limited to, annual
22 Child Abuse and Dependent Adult/Elder Abuse Reporting training(s). CONTRACTOR
23 shall conduct subsequent training(s) for its staff.

24 17.2 CONTRACTOR shall provide initial and ongoing staff training and
25 assistance to its staff to ensure that all assignments are effectively
26 handled.

27 17.3 CONTRACTOR shall develop a training program to provide initial and
28 ongoing education to staff on the characteristics of the Youth/NMD who are in

1 the target population and placed at the High Needs Youth Services Program
2 home.

3 17.4 CONTRACTOR shall ensure that its staff is trained, knowledgeable,
4 and experienced on the needs of Youth/NMD suffering from emotional losses and
5 trauma.

6 17.5 CONTRACTOR shall ensure that its staff receives training in
7 understanding cultural differences among groups, and recognizes and
8 effectively intervenes to overcome any language and/or cultural barriers that
9 may be evident.

10 17.6 CONTRACTOR shall maintain a log of in-house training activities
11 and participants. This log will be made available to COUNTY upon request.

12 18. REPORTING REQUIREMENTS

13 Reports and report due dates include, but are not limited to the
14 following:

15 18.1 Intake Summary:

16 18.1.1 The Intake Summary shall include, but is not limited to:

17 18.1.1.1 Identification of Youth's/NMD's strengths;

18 18.1.1.2 Medical and dental needs;

19 18.1.1.3 Psychological/psychiatric evaluations

20 obtained;

21 18.1.1.4 Case staffing review summaries;

22 18.1.1.5 Educational assessment;

23 18.1.1.6 Peer adjustment;

24 18.1.1.7 Relationship to staff;

25 18.1.1.8 Involvement in recreation programs;

26 18.1.1.9 Behavioral problems;

27 and involvement/relationship with parents, relatives,

28 and important persons. The Intake Summary shall be

1 completed within thirty (30) days of placement in the
2 program and shall be maintained in the Youth's/NMD's case
3 file and a copy sent to the Social Worker.

4 18.2 Needs and Service Plan:

5 18.2.1 The Needs and Services Plan shall be completed within
6 thirty (30) days of the Youth's/NMD's placement in the program. The plan shall
7 be developed in partnership with all of the Youth's/NMD's treatment providers
8 including the Social Worker. CONTRACTOR shall place a copy of the plan,
9 signed by all applicable parties in the Youth's/NMD's file. CONTRACTOR shall
10 provide a signed copy of the plan to the Youth's/NMD's Social Worker within
11 seven (7) calendar days of completion. A progress report identifying the
12 Youth's/NMD's strengths and progress in stepping down to a family setting is
13 to be completed, with signatures, and submitted to the Youth's/NMD's Social
14 Worker every three (3) months thereafter. The plan shall be based on
15 information including, but not limited to:

16 18.2.1.1 Review of the HEP;

17 18.2.1.2 Placement information;

18 18.2.1.3 Service needs of the Youth's/NMD's family
19 structure and permanency plan;

20 18.2.1.4 Utilization of the TPSP in the development of
21 a Youth age fifteen and one-half (15½) years and older.

22 18.2.2 Needs and Services Plan shall be reviewed, updated and
23 submitted quarterly, unless otherwise specified.

24 18.3 Diagnostic Summary:

25 18.3.1 The diagnostic summary shall be submitted by CONTRACTOR
26 within thirty (30) calendar days of placement and shall include, but not be
27 limited to:

28 18.3.1.1 Identification of Youth's/NMD's strengths;

- 1 18.3.1.2 Medical and dental needs;
2 18.3.1.3 Psychological/psychiatric evaluations
3 obtained;
4 18.3.1.4 Staffing review summaries;
5 18.3.1.5 Educational assessment;
6 18.3.1.6 Peer adjustment;
7 18.3.1.7 Relationship to staff;
8 18.3.1.8 Involvement in recreation program;
9 18.3.1.9 Behavioral problems;
10 18.3.1.10 Involvement/relationship with parents,
11 relatives, and important persons and;
12 18.3.1.11 Reunification plans.

13 18.4 Individualized Treatment Plan (ITP):

14 18.5 CONTRACTOR shall develop the ITP in partnership
15 collaboratively with all of the Youth's/NMD's treatment providers, including
16 Social Worker, to address Youth's/NMD's unique social, mental health, and
17 educational needs with short and long term goals as well as methods and
18 modality of intervention(s) delineated; and shall be completed within thirty
19 (30) days of the Youth's/NMD's placement in the program. The ITP shall be
20 reviewed and updated and progress shall be measured at each monthly Treatment
21 Team meeting.

22 18.6 Monthly Evaluation:

23 CONTRACTOR shall document ongoing written evaluations on each
24 Youth/NMD, submitted on a monthly basis to COUNTY, due within seven (7)
25 calendar days following the end of the month. The reports will be submitted
26 in a format approved by ADMINISTRATOR. Evaluations shall include, but not be
27 limited to:

- 28 18.6.1 Progress on the outcomes addressed in Paragraph 10 above;

1 18.6.2 Progress toward accomplishing long-range goal(s), short-
2 term objectives, and tasks;

3 18.6.3 Identification of each Youth's/NMD's unmet needs,
4 assessment of unmet needs and efforts made to meet these needs;

5 18.6.4 Reassessment of the Youth's/NMD's adjustment to the
6 program;

7 18.6.5 Current status of Youth's/NMD's physical and
8 psychological health, a report of medical care received and medication(s)
9 given;

10 18.6.6 Modification of the Youth's/NMD's treatment plan;

11 18.6.7 A record of any serious behavioral problems and how these
12 were addressed, as well as the Youth's/NMD's responses; and

13 18.6.8 A record of conferences, visits, and contacts with
14 relatives, friends, and any other important people as they relate to
15 permanency connections.

16 18.7 CONTRACTOR shall make available to ADMINISTRATOR copies of any
17 pertinent information such as school reports, medical reports, and
18 psychological/psychiatric reports as completed.

19 18.8 Quarterly Performance Report:

20 18.8.1 CONTRACTOR shall submit ongoing written evaluations on
21 each Youth/NMD to Youth's/NMD's Social Worker on a quarterly basis to be
22 submitted within seven (7) calendar days following the quarterly reporting
23 period. These evaluations shall include, but not be limited to:

24 18.8.1.1 Goals and progress toward accomplishing long-
25 range goal(s), short-term objectives, tasks, and placement in a family
26 setting.

27 18.8.1.2 Identification of Youth's/NMD's unmet needs,
28 assessment of unmet needs, and efforts made to meet these needs.

1 18.8.1.3 Recommendations for ways to meet any
2 additional unmet needs, i.e., non-traditional services.

3 18.8.1.4 Reassessment of Youth's/NMD's adjustment to
4 CONTRACTOR's facility, program, peers, school, and staff.

5 18.8.1.5 Current status of Youth's/NMD's physical and
6 psychological health, including medical care received and medication given.

7 18.8.1.6 Modification of the treatment plan, tasks to
8 be performed, and barriers to reunification shall be fully described.

9 18.8.1.7 A record of any serious behavioral problems
10 and how these problems were treated as well as the Youth's/NMD's responses.

11 18.8.1.8 A record of parental contacts, conferences
12 and visits, contacts with relatives, friends, and significant others, so far
13 as they are made known, and any significant reaction thereto displayed by
14 Youth/NMD.

15 18.8.1.9 The number and dates of telephonic and face
16 to face contacts visits with Youth's/NMD's Social Worker during the quarter.

17 18.8.1.10 The number and dates of contacts to include
18 but not limited to; psychiatrist(s), psychologist(s), licensed or non-licensed
19 mental health professionals, Clinical Social Worker(s), and/or Marriage and
20 Family Therapist(s) during the quarter.

21 18.8.2 CONTRACTOR shall also make available to Youth's/NMD's
22 Social Worker copies of any pertinent information such as school reports,
23 medical reports, and psychological/psychiatric reports.

24 18.9 Termination Summary:

25 CONTRACTOR shall prepare a Termination Summary which includes a
26 closing summary of all issues regularly reported in the monthly evaluation,
27 including records relating to treatment of the Youth/NMD, placement and
28 discharge information, any monies (i.e., allowances, savings) owed to the

1 Youth/NMD, and an inventory of the Youth's/NMD's personal belongings and
2 clothing. The Youth/NMD will be asked to sign the Termination Summary ~~as~~
3 ~~being in~~ indicating agreement with the identification of personal belongings
4 and clothing turned over from the facility.

5 18.10 Absence Report

6 18.10.1 An authorized absence is one to which the Youth's/NMD's
7 Social Worker and CONTRACTOR have mutually agreed.

8 18.10.2 In the case of any other absence, CONTRACTOR shall
9 immediately notify the Youth's/NMD's Social Worker, the local law enforcement
10 agency, CCLD, and the Youth's/NMD's parent(s)/guardian(s). Written
11 notification from CONTRACTOR shall be received within twenty-four (24) hours
12 thereafter by the Youth's/NMD's Social Worker.

13 18.10.3 Following the child's Youth's/NMD's return, CONTRACTOR
14 shall immediately notify the Youth's/NMD's Social Worker, the local law
15 enforcement agency, CCLD, and the Youth's/NMD's parent(s)/guardian(s).

16 18.10.4 CONTRACTOR, in collaboration with the Treatment Team,
17 shall provide an evaluation and intervention plan for the Youth/NMD that
18 emphasizes the significance of their unauthorized absence and alternative
19 behaviors to minimize future unauthorized absences. All discussion resulting
20 from the evaluation shall be documented in the Youth's/NMD's record.

21 18.10.5 CONTRACTOR shall maintain records of authorized and
22 unauthorized absences in the Youth's/NMD's case file.

23 19. SPECIAL OR UNPLANNED INCIDENTS

24 19.1 Serious Illness, Accident/Injury, Hospitalization, or Death:

25 19.1.1 CONTRACTOR shall immediately telephone the Youth's/NMD's
26 Social Worker upon becoming aware of any serious illness, accident/injury,
27 hospitalization, or death of any child in CONTRACTOR's care. If the
28 Youth's/NMD's Social Worker is unavailable, CONTRACTOR shall make person-to-

1 person notification by calling the Social Worker's supervisor, and the Program
2 Officer of the Day. CONTRACTOR shall also immediately telephone the
3 Permanency Services Program (PSP) Manager or designee for COUNTY placements
4 regarding;

5 19.1.1.1 Death of any Youth/NMD;

6 19.1.1.2 Hospitalization;

7 19.1.1.3 Any serious illness;

8 19.1.1.4 Accident/injury;

9 19.1.1.5 Suicide attempt;

10 19.1.1.6 Abduction;

11 19.1.1.7 Client re-location; and

12 19.1.1.8 Natural or man-made disaster or evacuation

13 19.1.2 If the ~~Youth's/NMD's~~ Social Worker, supervisor, Program
14 Officer of the Day, PSP Manger, or designee are unavailable, CONTRACTOR shall
15 make person-to-person notification by calling SSA/Orangewood Children and
16 Family Center at the telephone number referenced in Subparagraph 8.2 of
17 Exhibit A, to this Agreement. CONTRACTOR shall comply with the "Special
18 Incident Reporting Guidelines for Residential Facilities, Group Home, Small
19 Family Home, and Foster Family Agency," developed by CDSS, CCLD, and the
20 ADMINISTRATOR incorporated herein by reference as it currently exists or may
21 hereafter be amended.

22 19.1.3 CONTRACTOR shall follow the verbal report with the
23 submission of an electronic Special Incident Report (SIR), via the online
24 Foster Youth Information System (FYI System), within one (1) business day of
25 such serious illness, accident/injury or death occurs. In the event the FYI
26 system is not available, CONTRACTOR shall submit the SIR via facsimile within
27 one (1) business day of the incident to avoid delinquency. Standard protocol
28 shall resume once the FYI system becomes available.

1 19.1.4 The verbal and electronic/facsimile reports shall
2 include, but not be limited to:

3 19.1.4.1 Name of the Youth/NMD;

4 19.1.4.2 Date of birth of the Youth/NMD:

5 19.1.4.3 Date, time, and location of serious illness,
6 accident/injury, hospitalization, or death;

7 19.1.4.4 Nature of the illness/injury or the
8 circumstances of the death;

9 19.1.4.5 Name or names of CONTRACTOR's officers,
10 employees, volunteers, or agents with knowledge of the event;

11 19.1.4.6 Name of the attending physician;

12 19.1.4.7 Name of the hospital;

13 19.1.4.8 When applicable, the police report number,
14 name of the police agency handling the incident, date of the police report,
15 and a summary of the circumstances.

16 19.2 Other Special Incidents:

17 19.2.1 CONTRACTOR shall immediately telephone ~~Youth's/NMD's~~
18 Social Worker and Permanency Services Program Manager, or designee, if any of
19 the following occurs:

20 19.2.1.1 Assault;

21 19.2.1.2 Medication Administration Errors;

22 19.2.1.3 Youth/NMD refused medication;

23 19.2.1.4 Mis-administered medication;

24 19.2.1.5 Missed medication;

25 19.2.1.6 Self-injury;

26 19.2.1.7 Sexual activity;

27 19.2.1.8 Suspension from school;

28 19.2.1.9 Unauthorized school absences;

1 19.2.1.10 Absence without leave;
2 19.2.1.11 Possession of contraband or illegal substance
3 and/or weapons;
4 19.2.1.12 Law enforcement intervention and/or arrest;
5 19.2.1.13 Property damage and or vandalism;
6 19.2.1.14 Personal rights complaint; and
7 19.2.1.15 Any behavior or activities by any volunteer
8 or staff while on duty which substantially disrupts activities within
9 CONTRACTOR's facility and jeopardizes the status, safety, or health of a
10 Youth/NMD placed by COUNTY.

11 19.2.2 This verbal report shall be followed by the submission
12 of a SIR form approved by ADMINISTRATOR, to ~~Youth's/NMD's~~ the Social Worker
13 and Permanency Services Program Manager, or designee, within three (3)
14 calendar days of the incident via the SIR Fax Line at (714) 940-3961 (CFS)
15 and/or SCMS.

16 20. CONTRACTOR PERFORMANCE MONITORING

17 20.1 CONTRACTOR's performance shall be monitored and reviewed by
18 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of
19 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in
20 providing the information necessary for performance monitoring. ADMINISTRATOR
21 may use a variety of inspection methods to evaluate CONTRACTOR's performance,
22 including, but not be limited to, the following:

23 20.1.1 ADMINISTRATOR will inspect CONTRACTOR cases and
24 applicable data reports to ensure compliance with the outcome objectives as
25 stated in Subparagraph 20.1 of this Exhibit A.

26 20.1.2 Random sampling of program activities including a review
27 of case files;

28 20.1.3 Activity checklists and random observations;

1 20.1.4 Inspection of output items on a periodic basis as deemed
2 necessary;

3 20.1.5 Participant complaints and/or participant questionnaires;
4 and

5 20.1.6 Service provider complaints or reports.

6 20.2 When it is determined that the services were not performed in
7 accordance with this Agreement and/or COUNTY policies during the review
8 period, COUNTY may require a corrective action plan. CONTRACTOR shall, within
9 the time period specified in any such corrective action plan, remedy the
10 performance defects.

11 20.3 CONTRACTOR shall cooperate with COUNTY in providing the
12 information necessary for performance monitoring and with authorized State or
13 Federal representatives who may audit program services. Performance evaluation
14 meetings will be conducted as deemed necessary by ADMINISTRATOR.

15 21. QUALITY CONTROL

16 21.1 Throughout the term of this Agreement, CONTRACTOR shall establish
17 and utilize a comprehensive Quality Control Plan (QCP), in a format approved
18 by ADMINISTRATOR, to monitor the level of program service and quality. The QCP
19 shall be effective on the start date of this Agreement and shall be updated
20 and resubmitted for ADMINISTRATOR approval when changes occur. The QCP will
21 include, but not be limited to, the following:

22 21.1.1 The method for ensuring the services, deliverables, and
23 requirements defined in this Agreement are being provided at or above the
24 level of quality per this Agreement;

25 21.1.2 The method for assuring that CONTRACTOR staff rendering
26 services under this Agreement have the necessary qualifications;

27 21.1.3 The method for identifying and preventing deficiencies in
28 the quality of service as defined by COUNTY policy.

1 21.1.4 The method for providing ADMINISTRATOR with a copy of
2 CONTRACTOR case reviews, a clear description of, and corrective action taken,
3 to resolve identified problems;

4 21.1.5 Items/areas to be inspected on either a scheduled or
5 unscheduled basis, how often inspections SHALL be accomplished, and the title
6 of the individual(s) who SHALL perform the inspections;

7 21.1.6 Specific methods for identifying and preventing
8 deficiencies in the quality of service performed, before the level of
9 performance becomes unacceptable;

10 21.1.7 Maintenance of a file of all inspections conducted by
11 CONTRACTOR and, if necessary, the corrective action taken; and

12 21.1.8 Method for continuing services in the event of a man-made
13 or natural disaster.

14 22. BUSINESS CONTINUITY PLAN

15 22.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)
16 that identifies how CONTRACTOR shall continue to provide services after a
17 business interruption, including but not limited to, a man-made or natural
18 disaster. The BCP will include a Disaster Preparedness and Response Plan and
19 shall be submitted to COUNTY within thirty (30) days after the commencement of
20 this Agreement.

21 22.2 The Disaster Preparedness and Response Plan shall include, but not
22 be limited to, the following:

23 22.2.1 Evacuation protocols and procedures that include the
24 CONTRACTOR's responsibility for the safety, relocation, and tracking of all
25 Youth/NMD in CONTRACTOR's care during any disaster event.

26 22.2.2 Notification to be made to ADMINISTRATOR with regard to
27 Youth's/NMD's welfare, including the provision of on-site emergency contact
28 information.

1 22.2.3 Provisions for maintaining court ordered services during
2 a disaster.

3 22.2.4 Protection and recovery of Youth's/NMD's records.

4 22.2.5 Provision of crisis-response services to Youth's/NMD's
5 such as crisis counseling, medical needs, both through the provision of
6 prescribed medications, or through the provision of emergency medical
7 services.

8 22.2.6 Disaster response training for staff.

9 23. STAFF

10 All direct service positions shall:

11 23.1 Be in compliance with CCLD staffing regulations and standards.

12 23.2 Speak, read, and write in English, with the ability to prepare
13 clear, complete, and concise reports in English.

14 23.3 Speak, read, and write the specified language (i.e., Spanish or
15 Vietnamese) in which services are to be delivered.

16 23.4 Be trained, knowledgeable, and experienced in the needs of
17 Youth/NMD suffering from emotional losses and trauma.

18 CONTRACTOR shall provide the following described Administrative and
19 Direct Service positions and full time equivalent (FTE). FTEs shall be
20 divided evenly among the two (2) High Needs Services homes unless otherwise
21 specified.

22 Administrative Positions

23 23.5 Program/Case Manager: 1.0 FTE

24 Duties:

25 23.5.1 Direct the planning, implementation, and coordination of
26 all policies and procedures of the High Needs Youth Services program.
27 Responsible for administrating, developing, and facilitating the completion of
28 case plans and treatment programs.

1 23.5.2 Manage the day-to-day High Needs Youth Services program
2 and operations including budgeting, financial stewardship, administration,
3 program elements, promotions and marketing, facility maintenance, and staff
4 development and training. Directly supervises all direct service staff.

5 23.5.3 Oversee the quality of delivery and oversight of the
6 clinical services, educational, vocational, and health and welfare services
7 provided.

8 23.5.4 Facilitate and collaborate with ADMINISTRATOR for
9 treatment services.

10 23.5.5 Complete ongoing required reports and documentation in a
11 timely manner, including but not limited to SIRs, monthly progress notes and
12 weekly Youth/NMD updates, and advise ADMINISTRATOR of any problematic
13 situations.

14 23.5.6 Attend and participate in all required meetings.

15 23.5.7 Attend and assist with the facilitation of daily guided
16 group meetings and treatment groups.

17 23.5.8 Manage and update assigned student files, in conjunction
18 with administrative assistance.

19 23.5.9 Establish and maintain collaborative relationships with
20 CBOs, FBOs, FRCs, and TFC partner agencies.

21 23.5.10 Ensure the health, safety, and welfare of CONTRACTOR
22 staff and Youth/NMD at all times.

23 23.5.11 Assist with the correction of deficiencies and quality
24 improvement efforts.

25 23.5.12 Attend all CONTRACTOR and COUNTY required training and
26 staff development classes.

27 23.5.13 Act as a positive role model and mentor for both
28 CONTRACTOR staff and Youth/NMD.

1 23.5.14 Oversee on-site family visits.

2 23.5.15 Assist other staff members with emergency situations.

3 Qualifications:

4 23.5.16 Master's Degree in Human Services or related field,
5 LMFT/LCSW preferred, must possess Group Home Administrator Certification.

6 23.5.17 Four (4) years of related experience in residential
7 facility management and case management duties, including three (3) years'
8 experience with juveniles, experience dealing with juvenile placement agencies
9 preferred.

10 23.5.18 Proficient in the use of computers and associated
11 software.

12 23.5.19 Must possess excellent written and oral communication
13 skills, as well as organizational, management, and leadership skills.

14 23.5.20 Must pass a criminal background clearance check, drug
15 screen, physical, and TB test.

16 23.5.21 Possession of a valid California State Driver's License
17 and acceptable driving record as determined by CONTRACTOR's insurance carrier.

18 23.6 Treatment Supervisor: 1.0 FTE

19 Duties:

20 23.6.1 Responsible for coordinating, developing and ensuring
21 consistent flow of referrals of qualified Youth/NMD to CONTRACTOR's program
22 staff and serving as program liaison to COUNTY referral/placement unit.

23 23.6.2 Coordinate and manage the multitude of services provided
24 to Youth/NMD placed in the High Needs Youth Services program.

25 23.6.3 Interview and assess prospective Youth/NMD for placement
26 in the High Needs Youth Services program.

27 23.6.4 Serve as the primary person responsible to ensure each
28 Youth's/NMD's treatment plan is appropriate, mutually agreed upon between

1 CONTRACTOR and ADMINISTRATOR, and that services are provided by CONTRACTOR, as
2 prescribed.

3 23.6.5 Participate in meetings with ADMINISTRATOR in which
4 prospective Youth/NMD cases may be evaluated for placement to the High Needs
5 Youth Services program.

6 23.6.6 Participate in meetings with ADMINISTRATOR in which
7 Youth/NMD are evaluated for transition out of the High Needs Youth Services
8 program.

9 23.6.7 Establish and maintain a working relationship with the
10 COUNTY placement staff, including Probation Department, Social Services,
11 public defender, the judiciary, juvenile court school, etc.

12 23.6.8 Serve as the primary liaison for all communication
13 related to treatment services provided to Youth/NMD by the CONTRACTOR. Such
14 communication may include ADMINISTRATOR, Probation Department,
15 parents/guardians, CONTRACTOR staff, and CCLD.

16 23.6.9 Schedule meetings with parents/guardians to provide
17 program orientation and assess family reunification plans.

18 23.6.10 Complete required paperwork, reports and documentation in
19 a timely manner, provide CONTRACTOR's management with required reports
20 (including referrals and activities in assigned region), and advise of any
21 problematic situations.

22 23.6.11 Ensure the highest standards are maintained to prevent
23 illegal, unethical, or improper conduct and to ensure the program remains in
24 compliance with CCL.

25 23.6.12 Work in conjunction with CONTRACTOR's Program Manager in
26 managing the High Needs Youth Services program culture and therapeutic milieu.

27 23.6.13 Attend all required training and staff development
28 classes, as well as conferences and workshops as assigned.

Qualifications:

23.6.14 Master's Degree in Human Services or related field.
LMFT/LCSW required preferred.

23.6.15 Prior experience working with juveniles including knowledge of the Positive Peer Culture behavior modification program preferred.

23.6.16 Background in dealing with juvenile placement agencies preferred.

23.6.17 Must pass a criminal background clearance check, drug screen, physical, and TB test.

23.6.18 Possession of a valid California State Driver's License and have an acceptable driving record as determined by CONTRACTOR'S insurance carrier.

23.6.19 Ability to perform work with little or no supervision.

23.6.20 Ability to utilize resources available to complete assigned projects.

23.6.21 Ability to prepare written reports and correspondence.

23.6.22 Ability to understand and follow verbal and written instructions.

23.6.23 Ability to effectively communicate, verbally and in writing.

23.6.24 Able to work a varied schedule based on program need.

23.6.25 Must be able to maintain a high level of confidentiality.

23.6.26 Must have excellent organization and time management skills. Ability to provide exemplary customer service.

23.6.27 Must be flexible and able to handle multiple priorities, with the ability to adjust to high pressure and rapidly changing business

1 conditions.

2 23.6.28 Proficient in the use of computers and associated
3 software.

4 Direct Service Positions

5 23.7 Clinician: 2.0 FTE

6 Duties:

7 Provide clinical services to Youth/NMD including but not limited to:

8 23.7.1 Individual therapy and skill building;

9 23.7.2 Group cognitive behavioral treatment classes and skill
10 building;

11 23.7.3 Crisis management/family reunification work;

12 23.7.4 Documentation of interactions;

13 23.7.5 Observation, critique and staff training of skill
14 building techniques;

15 23.7.6 Any other therapeutic duties as assigned.

16 Qualifications:

17 23.7.7 Master's Degree in a Behavioral Science with licensure to
18 provide counseling/therapeutic services (i.e., LMFT, LCSW, etc).

19 23.7.8 Obtain the appropriate number of continuing education
20 units each year to maintain licensure, if applicable.

21 23.7.9 One (1) year of prior experience working in a residential
22 setting with adolescents, their families and the Juvenile Justice/Mental
23 Health System.

24 23.7.10 Must pass a criminal background clearance check, drug
25 screen, physical, and TB test.

26 23.7.11 Possession of a valid California State Driver's License
27 and acceptable driving record as determined by CONTRACTOR's insurance carrier.

28 23.7.12 Ability to effectively communicate, verbally and in

1 writing, prepare written reports and correspondence, understand and follow
2 verbal and written instructions.

3 23.7.13 Proficient in the use of computers and associated
4 software.

5 23.8 Group Living/Coach Counselor: 8.0 FTE

6 Duties:

7 23.8.1 Provide direct care services in an assigned living unit.
8 Primarily responsible for the supervision and mentoring of Youth/NMD to ensure
9 the High Needs Youth program is consistently implemented.

10 23.8.2 Assist with ensuring that the Youth/NMD attends and is on
11 time for all program elements.

12 23.8.3 Monitor completion of daily assignments, chores, and
13 scheduled activities.

14 23.8.4 Provide support and encouragement, guidance, and
15 resources to the Youth/NMD.

16 23.8.5 Model responsible, positive, and respectful behavior for
17 the Youth/NMD.

18 23.8.6 Ensure proper, safe physical management techniques are
19 followed at all times.

20 23.8.7 Assist other staff members with emergency situations.

21 23.8.8 Monitor and prepare daily assessment progress notes,
22 complete all required reports and documentation in a timely manner, provide
23 supervisor and/or Manager with required reports, and advise of any problematic
24 situations.

25 23.8.9 Attend and participate in all required meetings,
26 including training, safety, and staff development classes in order to ensure
27 sufficient hours of training are completed as required.

28 23.8.10 Provide feedback and interaction during scheduled group

1 meetings.

2 23.8.11 Provide education aide assistance while supervising
3 Youth/NMD in the classroom, if applicable.

4 23.8.12 Assist with extra-curricular activities, community
5 service events, coaching sports and/or physical activities, and vocational
6 activities.

7 23.8.13 Assist with food preparation.

8 23.8.14 Assist with correction of deficiencies and quality
9 improvement efforts.

10 23.8.15 Provide overnight coverage in the event of an emergency;
11 during these instances, counselor may be awakened to assist on-duty staff with
12 emergency, security or other site issues.

13 23.8.16 Perform other duties as assigned.

14 Qualifications:

15 23.8.17 High School diploma or equivalent.

16 23.8.18 Must pass a criminal background clearance check, drug
17 screen, physical, and TB test.

18 23.8.19 Possession of a valid California State Driver's License
19 and acceptable driving record as determined by CONTRACTOR's insurance carrier.

20 23.8.20 Ability to effectively communicate, verbally and in
21 writing, prepare written reports and correspondence, understand and follow
22 verbal and written instructions.

23 23.8.21 Ability to work in excess of forty (40) hours per week
24 with the possibility of a varied schedule.

25 23.8.22 Must maintain a high level of confidentiality.

26 23.8.23 Must have excellent organization and time management
27 skills.

28 23.8.24 Ability to function independently and as a member of a

1 team in a multi-task environment.

2 23.8.25 Must be flexible and able to handle multiple priorities
3 with the ability to adjust to high pressure and rapidly changing conditions.

4 23.8.26 Proficient in the use of computers and associated
5 software.

6 23.9 Houseparent: 2.0 FTE

7 Duties:

8 23.9.1 Reside onsite and provide continuous, twenty-four
9 hours/seven days a week (24/7) supervision, care, and support for the
10 Youth/NMD to meet their needs. Houseparents shall meet the provisions defined
11 in Subparagraph 5.9 of this Exhibit A, and meet all CCL and Title 22
12 regulations and standards.

13 23.9.2 Teach the Youth/NMD social skills, motor skills, and
14 self-care skills.

15 23.9.3 Serve as a liaison between Youth/NMD and their families.

16 23.9.4 Ensure that the Youth/NMD goes to school.

17 23.9.5 Oversee daily meal preparation and purchase of food.

18 23.9.6 Purchase, inventory, and store food in accordance with
19 licensing standards.

20 23.9.7 Procure the clothing and basic hygiene supplies, maintain
21 on-site inventories of hygiene and household supplies.

22 23.9.8 Arrange medical and dental care for the Youth/NMD, and
23 maintain medication documentation.

24 23.9.9 Arrange for the transportation of the Youth/NMD to and
25 from school and other appointments.

26 23.9.10 Maintain and monitor accurate records and reports on a
27 daily basis, review facility logs and complete administrative paperwork.

28 23.9.11 Monitor all contact with family members and provide

1 information about such to Case Manager.

2 23.9.12 Contact any related school personnel (teachers, etc.) at
3 least once a month per Youth/NMD.

4 23.9.13 Ensure the needs of the Youth/NMD at the High Needs Youth
5 Services homes are met.

6 23.9.14 Attend and participate in all required meetings and
7 training.

8 Qualifications:

9 23.9.15 High School diploma or equivalent; some college
10 preferred.

11 23.9.16 Two (2) years of prior professional cooking experience
12 preferred.

13 23.9.17 Knowledge of basic budgetary management.

14 23.9.18 Must pass a criminal background clearance check, drug
15 screen, physical, and TB test.

16 23.9.19 Possession of a valid California State Driver's License
17 and acceptable driving record as determined by CONTRACTOR'S insurance carrier.

18 23.10 Awake Staff: 3.0 FTE:

19 Duties:

20 23.10.1 Provide direct care within the High Needs Services homes,
21 primarily responsible for the supervision of Youth/NMD during the evening
22 hours when the Group Living/Counselor staff is off duty.

23 23.10.2 Conduct a physical count every seven to fifteen (7-15)
24 minutes of the Youth/NMD within the assigned living area and records the count
25 on the Youth/NMD check sheet. Ensures all doors are locked and secure
26 throughout the night, including Youth's/NMD's personal rooms.

27 23.10.3 Document pertinent information re: Youth/NMD behavior,
28 sleep patterns, occurrences of nightmares, etc.

1 23.10.4 Notify CONTRACTOR and/or COUNTY staff as required, of
2 any unusual incidents or emergency situations.

3 23.10.5 Provide crisis intervention as needed. Follow suicide
4 prevention monitoring as directed.

5 23.10.6 Enter Youth/NMD information in the database in
6 accordance with the position security level and operating procedures.

7 23.10.7 Ensure there is adequate Group Living/Counselors staff.
8 coverage before leaving shift.

9 23.10.8 Wash, sort, and fold the Youth's/NMD's laundry as
10 needed.

11 23.10.9 Provide encouragement, guidance, and resources to staff
12 and Youth/NMD when needed.

13 23.10.10 Act as a positive role model and mentor for both staff
14 and Youth/NMD.

15 23.10.11 Assist other CONTRACTOR staff with emergency situations.

16 23.10.12 Complete required reports and documentation in a timely
17 manner, provides Program Manager with required reports and advises of any
18 problematic situations.

19 23.10.13 Assist with the correction of deficiencies and quality
20 improvement efforts.

21 23.10.14 Attends and participates in all required meetings and
22 site events.

23 23.10.15 Commit to attending all training and staff development
24 classes in order to ensure sufficient hours of training on an annual basis.

25 23.10.16 Perform other duties as assigned.

26 Qualifications:

27 23.10.17 High School diploma or equivalent.

28 23.10.18 Completion of sixty (60) hours of college education or

1 one year experience working with at-risk youth or in a security position.

2 23.10.19 Must pass a criminal background clearance check, drug
3 screen, physical, and TB test.

4 23.10.20 Possession of a valid California State Driver's License
5 and acceptable driving record as determined by CONTRACTOR's insurance carrier.

6 23.10.21 Ability to prepare written reports and correspondence.

7 23.10.22 Ability to work forty (40) hours per week with a varied
8 schedule.

9 23.10.23 Proficient in the use of computers and associated
10 software.

11 23.10.24 Ability to be flexible and able to handle multiple
12 priorities with the ability to adjust to high pressure and rapidly changing
13 business conditions.

14 23.10.25 Must have excellent organization and time management
15 skills.

16 23.10.26 Must be able to maintain a high level of confidentiality.

17 23.10.27 Ability to function independently and as a member of a
18 team in a multi-task environment.

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