

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 _____

6 FOR THE PROVISION OF GROUP HOME SERVICES RCL _____
7 OR
8 SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES
9

10 This AGREEMENT, entered into this ____ day of _____, _____, which
11 date is particularized for purpose of reference only, is by and between the
12 COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and
13 _____, licensed pursuant to California Code of Regulations
14 section 84000 et seq. as a "Group Home," or licensed pursuant to California
15 Code of Regulations section 87000 as a "Short-Term Residential Therapeutic
16 Program", hereinafter referred to as "CONTRACTOR." This Agreement shall be
17 administered by the County of Orange Social Services Agency Director or
18 designee, hereinafter referred to as "ADMINISTRATOR."

19
20 W I T N E S S E T H:
21

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

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

26 WHEREAS, such contracts are authorized and provided for pursuant to
27 California Welfare and Institutions Code (WIC) Sections 11200 et seq., 16501,
28 and California Department of Social Services (CDSS) Manual of Policies and

1 Procedures (MPP) Section 11-405;

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

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TABLE OF CONTENTS

1.	TERM	5
2.	ALTERATION OF TERMS	5
3.	STATUS OF CONTRACTOR	5
4.	DEFINITIONS	6
5.	DESCRIPTION OF SERVICES, STAFFING	11
6.	LICENSES AND STANDARDS	12
7.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	13
8.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	14
9.	NON-DISCRIMINATION	15
10.	NOTICES	18
11.	NOTICE OF DELAYS	19
12.	INDEMNIFICATION	19
13.	INSURANCE	20
14.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS	25
15.	CONFLICT OF INTEREST	25
16.	ANTI-PROSELYTISM PROVISION	26
17.	SUPPLANTING GOVERNMENT FUNDS	26
18.	BREACH SANCTIONS	26
19.	PAYMENTS	27
20.	OVERPAYMENTS/UNDERPAYMENTS	28
21.	OUTSTANDING DEBT	30
22.	MEDICAL COSTS	30
23.	FINAL REPORT	30
24.	RECORDS, INSPECTIONS AND AUDITS	31
25.	PERSONNEL DISCLOSURE	33
26.	EMPLOYMENT ELIGIBILITY VERIFICATION	35
27.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	36
28.	EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS	37
29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	38
30.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	39
31.	CONFIDENTIALITY	39
32.	SECURITY	40
33.	COPYRIGHT ACCESS	41
34.	WAIVER	41
35.	PUBLICITY	42
36.	ENERGY EFFICIENCY STANDARDS	42
37.	ENVIRONMENTAL PROTECTION STANDARDS	43
38.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	43
39.	POLITICAL ACTIVITY	45
40.	TERMINATION PROVISIONS	45
41.	GOVERNING LAW AND VENUE	46
42.	SIGNATURE IN COUNTERPARTS	46

Exhibit A

1.	POPULATION TO BE SERVED	1
2.	REFERRALS	2
3.	CONTRACTOR'S PROGRAM STATEMENT	2
4.	GOALS	3
5.	SERVICES TO BE PROVIDED:	3
5.4	Family/Foster Youth/NMDs Important Person Relationships	5
6.	FACILITIES	11
7.	TREATMENT PROGRAM	11
8.	OTHER CONTRACTOR RESPONSIBILITIES	12
9.	RECORDS	14
10.	COUNTY RESPONSIBILITIES	16
11.	REPORTS	18
12.	SPECIAL OR UNPLANNED INCIDENTS	24

1. TERM

The term of this Agreement shall commence on _____, and terminate on December 31, 2018, unless earlier terminated pursuant to the provisions of Paragraph 40 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, are valid or binding 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.

1 4. DEFINITIONS

2 4.1 Assembly Bill 12 (AB 12): California legislation known as
3 "Fostering Connections to Success Act," signed into law on September 30, 2010
4 and effective January 1, 2012, phased in through January 2014, extending
5 foster care services beyond age eighteen (18) years.

6 4.2 Admission Agreement: The written individual admission agreement
7 between the CONTRACTOR, the Foster Youth/Non Minor Dependent (NMD) and Foster
8 Youth's/NMD's authorized representative as required by Title 22, California
9 Code of Regulations Section 80068.

10 4.3 Community Care Licensing Division (CCLD): The division of the
11 California Department of Social Services (CDSS) that is responsible for the
12 licensing and monitoring of Group Home and Short-Term Residential Therapeutic
13 Programs for compliance with Community Care Licensing (CCL) regulations within
14 the State of California.

15 4.4 Case Plan: A court ordered, written document that, at a minimum,
16 specifies the type of home in which a Foster Youth/NMD shall be placed, the
17 safety of that home, and the appropriateness of that home to meet the Foster
18 Youth's/NMD's needs.

19 4.5 Child and Family Team (CFT): A group of individuals who are
20 convened and engaged by the placing agency to identify the strengths and needs
21 of the child and his or her family, and to help achieve positive outcomes for
22 safety, permanency, and well-being.

23 4.6 Children and Family Services (CFS): A division, of the Orange
24 County Social Services Agency (SSA).

25 4.7 Culturally Responsive: The general knowledge of cultural values
26 and mores of individuals from diverse ethnic groups; the ability to recognize,
27 respect, affirm, and value the worth of individuals from different ethnic
28 groups; and the ability to interact responsively, respectfully, and

effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families, and communities as well as protecting the dignity of each person.

4.8 Dependent: A Foster Youth/NMD who is under the jurisdiction of the Orange County Juvenile Court as a result of abuse and/or neglect and is under the supervision of Orange County SSA.

4.9 Dual Status: When a child is designated by the Orange County Superior Court, Juvenile Court as both a dependent child and a ward of the Court and therefore may be supervised by and receive services from both SSA and the Probation Department as based on Orange County Juvenile Court Protocol for Welfare and Institutions Code (WIC) Section 241.1 Proceedings.

4.10 Extended Foster Care: Period of time Non Minor Dependent (NMDs), defined in Subparagraph 4.20 below, are eligible to receive support services pursuant to AB 12.

4.11 Foster Care Development Team: SSA staff responsible for the issuing and handling of all payments to CONTRACTOR.

4.12 Foster Youth: An individual between the ages of birth (0) to eighteen (18) years, referred for foster care services by ADMINISTRATOR to CONTRACTOR.

4.13 Group Home: A licensed group home is defined as a facility of any capacity which provides 24-hour nonmedical care and supervision to children in a structured environment, with such services provided at least in part by staff employed by the licensee. The care and supervision provided by a group home shall be nonmedical except as permitted by Welfare and Institutions Code Section 17736(b).

4.14 Health and Education Passport (HEP): The document that provides historical and current medical, dental, mental health and educational

1 information as it pertains to a Foster Youth or NMD.

2 4.15 Health and Education Passport (HEP) Encounter Form: The form to
3 record the Youth's/NMD's medical/dental exam information for the Health
4 Passport Update report.

5 4.16 Important Persons: Individuals identified by the Foster Youth/NMD
6 placed in a Group Homes or STRTPs, age ten (10) years or older, as defined in
7 WIC Section 366.3(e)(2), that are important to the Foster Youth/NMD consistent
8 with his/her best interest.

9 4.17 Individual Education Plan (IEP): An assessment procedure requested
10 by parents, guardians, school staff, and/or other involved parties, to
11 determine a youth's educational needs.

12 4.18 Lead Agency: The agency, SSA or Probation, identified by a
13 judicial officer to be best suited to assume responsibilities for placement of
14 the child, case management, and Court-related matters in cases where dual
15 status jurisdiction is invoked as the disposition.

16 4.19 Needs and Services Plan: The written plan required by Title 22 of
17 the California Code of Regulations, Sections 84068.2 and 84268.2 or Sections
18 87068.2 and 87068.22

19 4.20 Non-Minor Dependent (NMD): A foster child who is at least 18
20 years of age and not more than 21 years of age or a non-minor former dependent
21 or ward, as defined in Welfare and Institutions Code section 11400(v). The NMD
22 must meet at least one of the participation requirements in WIC section 11403
23 (b) and must participate in a Transitional Independent Living Plan (TILP)
24 under the supervision of ADMINISTRATOR.

25 4.21 Notice of Hearing: Notification by certified mail of a Foster
26 Youth's/NMD's dependency status review hearing. Included with the Notice of
27 Hearing is the Summary of Recommendation for Disposition form, which is
28 required to be provided by the Lead Agency to the party having physical

1 custody of the Foster Youth/NMD, if the Foster Youth/NMD is not residing with
2 his/her parents.

3 4.22 Program Statement: The document that is prepared by all Group
4 Homes (GH) and Short-Term Residential Therapeutic Programs (STRTP), as
5 required by State regulation and filed with CCLD, which provides details of
6 the day-to-day operation of the GH or STRTP, including, but not limited to,
7 staffing, training, therapy, intake criteria, and record-keeping.

8 4.23 Probation Department: The County of Orange Probation Department.

9 4.24 Probation Officer: The Foster Youth's/NMD's assigned Probation
10 Department Case Manager.

11 4.25 Program Manager: SSA management staff responsible for the
12 oversight of Group Home placements.

13 4.26 Social Worker: SSA employee assigned as the case-carrying social
14 worker responsible for a Foster Youth's/NMD's placement and care.

15 4.27 Special Education Local Planning Area (SELPA): Service area
16 covered by a special education local plan and the governance structure created
17 under any of the planning options of California Education Code Sections 56205,
18 56206, 56208, 56213, 56241, and 56243-56245. SELPAs facilitate educational
19 programs and services for special needs students and training for parents and
20 educators. The SELPA collaborates with county agencies and school districts
21 to develop and maintain healthy and enriching environments in which special
22 needs students and families can live and succeed.

23 4.28 Short-Term Residential Therapeutic Program (STRTP): A residential
24 facility operated by a public agency or private organization and licensed by
25 the California Department of Social Services pursuant to Section 1562.01 that
26 provides an integrated program of specialized and intensive care and
27 supervision, services and supports, treatment, and short-term 24-hour care and
28 supervision to children with the aim of moving the youth to a less restrictive

environment within six months. The care and supervision provided by a short-term residential therapeutic program shall be nonmedical, except as otherwise permitted by law. Private short-term residential therapeutic programs shall be organized and operated on a nonprofit basis.

4.29 Strengthening Families Protective Factors: “Strengthening Families” is a research-informed approach developed by the Center for the Study of Social Policy (CSSP) to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs and communities in building five protective factors: parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and social and emotional competence of children. This approach helps child welfare systems, early education, prevention organizations and other programs work with parents to build five protective factors that, when present, increase the overall well-being of children and families.

4.30 Team Decision Making (TDM): A group process facilitated by CFS to make decisions critical to a Foster Youth's/NMD's well-being, including decisions to separate a Foster Youth/NMD from his/her family, reunify with the family, or to change a placement.

4.31 Termination of placement: Severing the admission agreement for an individual Foster Youth/NMD and concluding payment to CONTRACTOR for care of the Foster Youth/NMD. Planned termination of placement means CONTRACTOR, Foster Youth/NMD, and Foster Youth's/NMD's Social Worker/Probation Officer have agreed that the Foster Youth/NMD has met the goals of the program, and have planned the Foster Youth's/NMD's transition home or to another caregiver. Unplanned termination means that the Foster Youth/NMD is ordered removed from the placement by the Juvenile Court, that the Foster Youth/NMD was removed from the placement due to safety concerns, or that CONTRACTOR has requested

1 the Foster Youth's/NMD's removal because the program cannot meet the Foster
2 Youth's/NMD's needs.

3 4.32 Title 22: Title 22, Division 6 of the California Code of
4 Regulations (CCR) relating to the licensing of community care facilities,
5 including Group Homes and Short-Term Residential Therapeutic Programs.

6 4.33 Transitional Independent Living Plan (TILP): A plan established
7 by the Social Worker/Probation Officer in collaboration with the Foster
8 Youth/NMD to develop and document meaningful and attainable goals that will
9 support the Foster Youth's/NMD's transition to adulthood; and meet at least
10 one participation requirement for the NMD to remain eligible for Extended
11 Foster Care.

12 4.34 Transitional Planning Services Program (TPSP): A program within
13 the CFS Division of SSA, which provides independent living skills training
14 resources, supportive services, vocational assessment referrals, and financial
15 resources assistance for employment and education to Orange County's dependent
16 and emancipated youth, ages sixteen (16) through twenty (20).

17 4.35 Treatment Team: Collaborative team consisting of ADMINISTRATOR,
18 CONTRACTOR, Probation staff, and other parties as deemed appropriate, who
19 confer for sharing client information and/or for decision making purposes.
20 Other decision making meetings including TDM and CFT may also be utilized for
21 the same purpose as a Treatment Team meeting and include other relevant
22 parties.

23 4.36 Visitors: Volunteers, repairmen, family members, friends,
24 consulting staff, outside agency staff, or any other person who is not a
25 resident or staff member of the Group Home or STRTP.

26 5. DESCRIPTION OF SERVICES, STAFFING

27 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
28 and supplies as described in the Exhibit A to the Agreement between County of

1 Orange and _____, for the Provision of Group Home or STRTP
2 Services, attached hereto and incorporated herein by reference. CONTRACTOR
3 shall operate continuously throughout the term of this Agreement with the
4 number and type of staff described and as required for provision of services
5 hereunder.

6 5.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
7 may require changes in staffing allocations to reflect current workload
8 demands or service needs as long as COUNTY's maximum obligation as set forth
9 in this Agreement is not exceeded.

10 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
11 appropriate staff to attend an orientation session and subsequent training
12 sessions given by COUNTY.

13 6. LICENSES AND STANDARDS

14 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
15 required by the laws of the United States, State of California, County of
16 Orange and all other appropriate governmental agencies to perform the services
17 described in this Agreement, and agrees to maintain these licenses and permits
18 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
19 that its employees shall conduct themselves in compliance with such laws and
20 licensure requirements including, without limitation, compliance with laws
21 applicable to sexual harassment and ethical behavior.

22 6.2 In the performance of this Agreement, CONTRACTOR shall comply with
23 all applicable provisions of the California Welfare and Institutions Code
24 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
25 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
26 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
27 31.2; and all applicable laws and regulations of the United States, State of
28 California, County of Orange Social Services Agency and all administrative

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

3 6.2.1 It is mutually understood that CONTRACTOR is operating
4 under an approved extension of their Group Home foster care rate during the
5 term of this contract. In addition, it is mutually understood that CONTRACTOR
6 may be in the process of obtaining licensure as a Short-Term Residential
7 Therapeutic Program (STRTP) and that CONTRACTOR shall operate in compliance
8 with Group Home license requirements until CONTRACTOR is licensed as an STRTP.
9 After CONTRACTOR is licensed as an STRTP, CONTRACTOR shall operate in
10 compliance with STRTP regulations.

11 6.2.2 For Federally funded Agreements in the amount of \$25,000
12 or more, CONTRACTOR certifies that its officers and/or principals are not
13 debarred or suspended from Federal financial assistance programs and/or
14 activities.

15 6.3 CONTRACTOR shall cooperate with the California Department of
16 Social Services (CDSS) on the implementation, monitoring, and evaluation of
17 the State's Child Abuse and Neglect Prevention and Intervention Program, and
18 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
19 reporting and evaluation requirements established by CDSS.

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. NON-DISCRIMINATION

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

17 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
18 meets the lawful and applicable requirements of the U.S. Department of Health
19 and Human Services.

20 9.3 CONTRACTOR shall furnish any and all information requested by
21 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
22 books, records and accounts in order to ascertain CONTRACTOR's compliance with
23 Paragraph 9 et seq.

24 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
25 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
26 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

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1 9.5 Non-Discrimination in Employment:

2 9.5.1 All solicitations or advertisements for employees placed
3 by or on behalf of CONTRACTOR shall state that all qualified applicants will
4 receive consideration for employment without regard to race, religious creed,
5 color, national origin, ancestry, physical disability, mental disability,
6 medical condition, genetic information, marital status, sex, gender, gender
7 identity, gender expression, age, sexual orientation, military and veteran
8 status or any other protected group in accordance with the requirements of all
9 applicable Federal or State laws. Notices describing the provisions of the
10 equal opportunity clause shall be posted in a conspicuous place for employees
11 and job applicants.

12 9.5.2 CONTRACTOR shall refer any and all employees desirous of
13 filing a formal discrimination complaint to:

14 California Department of Social Services

15 Public Inquiry and Response Bureau

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

17 Sacramento, CA 95814

18 Telephone: (800) 952-5253

19 (800) 952-8349 (For the hard of hearing)

20 9.6 Non-Discrimination in Service Delivery:

21 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
22 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
23 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
24 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
25 of the Americans with Disabilities Act of 1990, as amended; California Civil
26 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
27 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
28 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-

98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action and Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 9.6 et seq.

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

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

9.6.2.2 Discrimination Complaint Form

9.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

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State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10. NOTICES

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

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

AND

Orange County Probation Department
Placement Monitoring and Investigations Unit
P.O Box 10260
Santa Ana CA 92711-0260

CONTRACTOR:

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

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

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13. INSURANCE

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

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

13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in

1 the Agreement, agrees to all of the following:

2 13.3.1 In addition to the duty to indemnify and hold COUNTY
3 harmless against any and all liability, claim, demand or suit resulting from
4 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
5 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
6 counsel approved by Board of Supervisors against same; and

7 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be
8 absolute and irrespective of any duty to indemnify or hold harmless; and

9 13.3.3 The provisions of California Civil Code Section 2860
10 shall apply to any and all actions to which the duty to defend stated above
11 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
12 CONTRACTOR was an insurer and COUNTY was the insured.

13 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
14 the full term of this Agreement, COUNTY may terminate this Agreement.

15 13.5 Qualified Insurer:

16 13.5.1 The policy or policies of insurance required herein must
17 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
18 Rating) and VIII (Financial Size Category as determined by the most current
19 edition of the Best's Key Rating Guide/Property-Casualty/United States or
20 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
21 to do business in the state of California (California Admitted Carrier).

22 13.6 If the insurance carrier does not have an A.M. Best Rating of A-
23 /VIII, the CEO/Office of Risk Management retains the right to approve or
24 reject a carrier after a review of the company's performance and financial
25 rating.

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

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

13.8 Required Coverage Forms:

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

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

1 13.9 Required Endorsements:

2 13.9.1 Commercial General Liability policy shall contain the
3 following endorsements, which shall accompany the Certificate of Insurance:

4 13.9.1.1 An Additional Insured endorsement using ISO
5 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,
6 its elected and appointed officials, officers, agents and employees, as
7 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
8 BY WRITTEN CONTRACT.

9 13.9.1.2 A primary non-contributing endorsement using
10 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
11 CONTRACTOR's insurance is primary and any insurance or self-insurance
12 maintained by the County of Orange shall be excess and non-contributing.

13 13.9.2 The Network Security and Privacy Liability policy shall
14 contain the following endorsements which shall accompany the Certificate of
15 Insurance.

16 13.9.2.1 An Additional Insured endorsement naming the
17 County of Orange, its elected and appointed officials, officers, agents and
18 employees as Additional Insureds for its vicarious liability.

19 13.9.2.2 A primary and non-contributing endorsement
20 evidencing that the CONTRACTOR's insurance is primary and any insurance or
21 self-insurance maintained by the County of Orange shall be excess and non-
22 contributing.

23 13.10 The Workers' Compensation policy shall contain a waiver of
24 subrogation endorsement waiving all rights of subrogation against the County
25 of Orange, its elected and appointed officials, officers, agents and employees
26 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

27 13.11 All insurance policies required by this Agreement shall waive all
28 rights of subrogation against the County of Orange, its elected and appointed

1 officials, officers, agents and employees when acting within the scope of
2 their appointment or employment.

3 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
4 of any policy cancellation and ten (10) days for non-payment of premium and
5 provide a copy of the cancellation notice to COUNTY. Failure to provide
6 written notice of cancellation may constitute a material breach of the
7 contract, upon which the COUNTY may suspend or terminate this Agreement.

8 13.13 If CONTRACTOR's Professional Liability and Network Security &
9 Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree
10 to maintain Professional Liability and/or Network Security & Privacy Liability
11 coverage for two (2) years following completion of this Agreement.

12 13.14 The Commercial General Liability policy shall contain a
13 severability of interests clause also known as a "separation of insureds"
14 clause (standard in the ISO CG 0001 policy).

15 13.15 Insurance certificates should be mailed to COUNTY at the address
16 indicated in Paragraph 10 of this Agreement.

17 13.16 If CONTRACTOR fails to provide the insurance certificates and
18 endorsements within seven (7) days of notification by CEO/County Procurement
19 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

20 13.17 COUNTY expressly retains the right to require CONTRACTOR to
21 increase or decrease insurance of any of the above insurance types throughout
22 the term of this Agreement. Any increase or decrease in insurance will be as
23 deemed by County of Orange Risk Manager as appropriate to adequately protect
24 COUNTY.

25 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
26 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
27 certificates of insurance and endorsements with COUNTY incorporating such
28 changes within thirty (30) days of receipt of such notice, this Agreement may

1 be in breach without further notice to CONTRACTOR, and COUNTY shall be
2 entitled to all legal remedies.

3 13.19 The procuring of such required policy or policies of insurance
4 shall not be construed to limit CONTRACTOR's liability hereunder nor to
5 fulfill the indemnification provisions and requirements of this Agreement, nor
6 act in any way to reduce the policy coverage and limits available from the
7 insurer.

8 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

9 CONTRACTOR shall report to COUNTY:

10 14.1 Any accident or incident relating to services performed under this
11 Agreement that involves injury or property damage which may result in the
12 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
13 shall be made in writing within twenty-four (24) hours of occurrence.

14 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
15 from or relating to services performed by CONTRACTOR under this Agreement.
16 Such report shall be submitted to COUNTY within twenty-four (24) hours of
17 occurrence.

18 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
19 property. Such report shall be submitted to COUNTY within twenty-four (24)
20 hours of occurrence.

21 14.4 Any loss, disappearance, destruction, misuse or theft of any kind
22 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
23 under the term of this Agreement. Such report shall be submitted to COUNTY
24 within twenty-four (24) hours of occurrence.

25 15. CONFLICT OF INTEREST

26 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
27 any actions or conditions that could result in a conflict with the best
28 interests of COUNTY. This obligation shall apply to CONTRACTOR and

1 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
2 third parties associated with accomplishing the work hereunder.

3 15.2 CONTRACTOR's efforts shall include, but not be limited to,
4 establishing precautions to prevent its employees or agents from making,
5 receiving, providing, or offering gifts, entertainment, payments, loans or
6 other considerations which could be deemed to appear to influence individuals
7 to act contrary to the best interests of COUNTY.

8 16. ANTI-PROSELYTISM PROVISION

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

13 17. SUPPLANTING GOVERNMENT FUNDS

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

23 18. BREACH SANCTIONS

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

1 18.1 Afford CONTRACTOR a time period within which to cure the breach,
2 which period shall be established by ADMINISTRATOR; and/or

3 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
4 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
5 later recovery; and/or

6 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
7 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

10 19. PAYMENTS

11 19.1 Maximum Contractual Obligation:

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

22 19.1.1 It is mutually understood that CDSS determines
23 CONTRACTOR's Rate Classification Level (RCL) and sets a corresponding rate
24 using the standardized schedule of rates specified in WIC Section 11462(f),
25 (g), and (h). CONTRACTOR's RCL is determined using points resulting from the
26 total number of eligible weighted hours per Foster Youth/NMD per month of
27 Child Care Service, Social Work Activities, and Mental Health Treatment
28 Services, divided by ninety (90) percent of CONTRACTOR's licensed capacity.

1 The total number of points determines CONTRACTOR's RCL.

2 19.1.2 CONTRACTOR shall be reimbursed at approved RCL rate until
3 such time that CONTRACTOR is licensed as an STRTP. An approved STRTP
4 CONTRACTOR shall be reimbursed at the STRTP rate. Monthly reimbursement rate
5 shall be pro-rated by the number of days in the month at approved RCL rate and
6 STRTP rate in the event that CONTRACTOR is licensed as an STRTP on a date
7 other than the first day of the month.

8 19.1.3 CONTRACTOR shall submit to CDSS a completed rate
9 application for each program on a biennial basis according to a schedule
10 determined by CDSS, in accordance with Welfare and Institutions Code Section
11 11462 (a) (3) (A).

12 19.1.4 Upon prior written approval of Foster Youth's/NMD's
13 Social Worker/Probation Officer, COUNTY may continue to pay for residential
14 care for up to fourteen (14) calendar days when a Foster Youth/NMD leaves
15 CONTRACTOR's facility prior to the planned discharge date (e.g., runaway) if
16 CONTRACTOR has agreed to take the Foster Youth/NMD back immediately upon
17 notice during the period of continued payment.

18 20. OVERPAYMENTS/UNDERPAYMENTS

19 20.1 CONTRACTOR shall provide written notice to CFS Foster Care
20 Eligibility within thirty (30) days of receipt of a payment for an Orange
21 County placement that is inconsistent with the actual period of placement and
22 results in an overpayment or underpayment. The overpayment or underpayment
23 shall be identified by the Foster Youth's/NMD's name, case number, caseload
24 number, and the amount of underpayment and/or overpayment.

25 20.2 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to
26 which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY,
27 in accordance with any applicable regulations and/or policies in effect during
28 the term of this Agreement, or as established by COUNTY procedure. Any

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

10 20.1 CONTRACTOR may call the following phone number with
11 overpayment/underpayment questions:

12 Social Services: Foster Care Program Development

13 (714) 704-8866 or 704-8441

14 Probation: Supervisor, Community Resources Unit

15 (714) 935-8009

16 20.1 CONTRACTOR may call the following phone numbers to appeal
17 overpayment/underpayment matters:

18
19 Social Services: Program Integrity

20 (714) 438-8880 or

21 California Department of Social Services: State Hearing System

22 1(800)952-5253

23 Probation: Supervisor, Community Resources Unit

24 (714) 569-2150

25 20.2 CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to
26 enforce the provisions set forth in this Paragraph.

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21. OUTSTANDING DEBT

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

22. MEDICAL COSTS

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

22.2 If the Foster Youth/NMD is ineligible for Medi-Cal services, CONTRACTOR shall notify Foster Youth's/NMD's Social Worker/Probation Officer and specify the medical treatment needed and approximate cost. Except in emergencies, authorization by the Foster Youth's/NMD's Social Worker/Probation Officer must be obtained prior to incurring any medical expenses not covered by Medi-Cal. COUNTY may pay for medical services, in accordance with COUNTY procedure, if such services are deemed necessary by COUNTY and Medi-Cal rejects coverage. COUNTY shall reimburse CONTRACTOR for medical expenses paid by CONTRACTOR pursuant to this section based on Medi-Cal rates.

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

23. FINAL REPORT

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

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1 24. RECORDS, INSPECTIONS AND AUDITS

2 24.1 Financial Records:

3 24.1.1 CONTRACTOR shall prepare and maintain accurate and
4 complete financial records. Financial records shall be retained, by
5 CONTRACTOR, for a minimum of five (5) years from the date of final payment
6 under this Agreement or until all pending COUNTY, State and Federal audits are
7 completed, whichever is later.

8 24.1.2 CONTRACTOR shall establish and maintain reasonable
9 accounting, internal control and financial reporting standards in conformity
10 with generally accepted accounting principles established by the American
11 Institute of Certified Public Accountants and to the satisfaction of
12 ADMINISTRATOR.

13 24.2 Client Records:

14 24.2.1 CONTRACTOR shall prepare and maintain accurate and
15 complete records of clients served and dates and type of services provided
16 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

17 24.2.2 CONTRACTOR shall keep all COUNTY data provided to
18 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
19 years from the date of final payment under this Agreement or until all pending
20 COUNTY, State and Federal audits are completed, whichever is later. These
21 records shall be stored in Orange County, unless CONTRACTOR requests and
22 COUNTY provides written approval for the right to store the records in another
23 county. Notwithstanding anything to the contrary, upon termination of this
24 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
25 COUNTY in accordance with Subparagraph 40.2.

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

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

3 24.3 Public Records:

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

8 24.4 Inspections and Audits:

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

19 24.4.2 CONTRACTOR shall make its books and financial records
20 available within the borders of Orange County within ten (10) days of receipt
21 of written demand by ADMINISTRATOR.

22 24.4.3 In the event CONTRACTOR does not make available its books
23 and financial records within the borders of Orange County, CONTRACTOR agrees
24 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
25 designee, necessary to obtain CONTRACTOR's books and financial records.

26 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of
27 COUNTY's liability to the State or Federal government or any agency thereof
28 resulting from any disallowances or other audit exceptions to the extent that

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

3 24.5 Evaluation Studies:

4 24.5.1 CONTRACTOR shall participate as requested by COUNTY in
5 research and/or evaluative studies designed to show the effectiveness and/or
6 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
7 project.

8 25. PERSONNEL DISCLOSURE

9 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
10 all personnel providing services hereunder, including résumés and job
11 applications. Changes to the list will be immediately provided to
12 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
13 application. The list shall include:

14 25.1.1 Names and dates of birth of all full or part-time
15 personnel by title, including volunteer personnel, whose direct services are
16 required to provide the programs described herein;

17 25.1.2 A brief description of the functions of each position and
18 the hours each person works each week; or for part-time personnel, each day or
19 month, as appropriate;

20 25.1.3 The professional degree, if applicable, and experience
21 required for each position; and

22 25.1.4 The language skill, if applicable, for all personnel.

23 25.2 Where authorized by law, CONTRACTOR's employment applications
24 shall require applicants to provide detailed information regarding the
25 conviction of a crime by any court, for offenses other than minor traffic
26 offenses. Information not disclosed in the employment application discovered
27 subsequent to the hiring or promotion of any applicant shall be cause for
28 termination of that employee from the performance of services under this

1 Agreement.

2 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
3 COUNTY, a clearance on the following public websites the names and dates of
4 birth for all employees and/or volunteers who will have direct, interactive
5 contact with clients served through this Agreement: U.S. Department of Justice
6 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
7 Registry (www.meganslaw.ca.gov).

8 25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
9 COUNTY, a criminal record background check on all employees (direct service
10 and administrative) funded through this Agreement and also all non-funded
11 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
12 interactive contact with clients served through this Agreement. Background
13 checks conducted through the California Department of Justice shall include a
14 check of the California Central Child Abuse Index, when
15 applicable. Candidates will satisfy background checks consistent with this
16 paragraph and their performance of services under this Agreement.

17 25.5 In the event a record is revealed through the processes described
18 in Subparagraphs 25.3 and 25.4, COUNTY will be available to consult with
19 CONTRACTOR on appropriateness of personnel providing services through this
20 Agreement.

21 25.6 CONTRACTOR warrants that all persons employed or otherwise
22 assigned by CONTRACTOR to provide services under this Agreement have
23 satisfactory past work records and/or reference checks indicating their
24 ability to perform the required duties and accept the kind of responsibility
25 anticipated under this Agreement. CONTRACTOR shall maintain records of
26 background investigations and reference checks undertaken and coordinated by
27 CONTRACTOR for each employee and/or volunteer assigned to provide services
28 under this Agreement for a minimum of five (5) years from the date of final

1 payment under this Agreement or until all pending COUNTY, State and Federal
2 audits are completed, whichever is later, in compliance with all applicable
3 laws.

4 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
5 arrest and/or subsequent conviction, for offenses other than minor traffic
6 offenses, of any paid employee and/or volunteer staff performing services
7 under this Agreement, when such information becomes known to CONTRACTOR.
8 ADMINISTRATOR may determine whether such employee and/or volunteer may
9 continue to provide services under this Agreement and shall provide notice of
10 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
11 with ADMINISTRATOR's decision shall be deemed a material breach of this
12 Agreement, pursuant to Paragraph 18 above.

13 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
14 staff performing work hereunder and any proposed changes in CONTRACTOR's
15 staff.

16 25.9 COUNTY shall have the right to require CONTRACTOR to remove any
17 employee from the performance of services under this Agreement. At the
18 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

19 25.10 CONTRACTOR shall notify COUNTY immediately when staff is
20 terminated for cause from working on this Agreement.

21 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
22 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
23 work in accordance with the terms and conditions of this Agreement.

24 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

14 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

11 27.3 It is expressly understood that this data will be transmitted to
12 governmental agencies charged with the establishment and enforcement of child
13 support orders, and for no other purpose.

14 28. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

15 28.1 Effective January 1, 2001, COUNTY is required to file Federal Form
16 1099-Misc for services received from a "service provider" to whom COUNTY pays
17 \$600 or more or with whom COUNTY enters into a contract for \$600 or more
18 within a single calendar year. The purpose of this reporting requirement is
19 to increase child support collection by helping to locate parents who are
20 delinquent in their child support obligations.

21 28.2 The term "service provider" is defined in California Unemployment
22 Insurance Code Section 1088.8, Subparagraph (b)(2) as, "An individual who is
23 not an employee of the service recipient for California purposes and who
24 received compensation or executes a contract for services performed for that
25 service recipient within or without the state." The term is further defined
26 by the California Employment Development Department to refer specifically to
27 independent contractors. An independent contractor is defined as, "An
28 individual who is not an employee of the ... government entity for California

1 purposes and who receives compensation or executes a contract for services
2 performed for that ... government entity either in or outside of California.”

3 28.3 The reporting requirement does not apply to corporations, general
4 partnerships, limited liability partnerships and limited liability companies.

5 28.4 Additional information on this reporting requirement can be found
6 at the California Employment Development Department web site located at
7 [www.edd.ca.gov/Payroll Taxes/FAQ - California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm).

8 To comply with the reporting requirements, COUNTY procedures for contracting
9 with independent contractors mandate that the following information be
10 completed and forwarded to ADMINISTRATOR immediately upon request:

- 11 (a) First name, middle initial and last name
- 12 (b) Social Security Number
- 13 (c) Address
- 14 (d) Start and expiration dates of contract
- 15 (e) Amount of contract

16 28.5 The failure of CONTRACTOR to timely submit the requested data
17 shall constitute a material breach and grounds for termination of this
18 Agreement.

19 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

20 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
21 ensure that all employees, volunteers, consultants or agents performing
22 services under this Agreement report child abuse or neglect to one of the
23 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
24 abuse as defined in Section 15610.07 of the WIC to one of the agencies
25 specified in WIC Section 15630. CONTRACTOR shall require such employee,
26 volunteer, consultant or agent to sign a statement acknowledging the child
27 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
28 Penal Code and the dependent adult and elder abuse reporting requirements as

1 set forth in Section 15630 of the WIC and will comply with the provisions of
2 these code sections as they now exist or as they may hereafter be amended.

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

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

9 31. CONFIDENTIALITY

10 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
11 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
12 and all other provisions of law, and regulations promulgated thereunder
13 relating to privacy and confidentiality, as each may now exist or be hereafter
14 amended.

15 31.2 All records and information concerning any and all persons
16 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
17 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,
18 agents, and subcontractors. CONTRACTOR shall require all of its employees,
19 volunteers, agents, subcontractors and partners who may provide services for
20 CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before
21 commencing the provision of any such services, to maintain the confidentiality
22 of any and all materials and information with which they may come into
23 contact, or the identities or any identifying characteristics or information
24 with respect to any and all participants referred to CONTRACTOR by COUNTY,
25 except as may be required to provide services under this Agreement or to those
26 specified in this Agreement as having the capacity to audit CONTRACTOR, and as
27 to the latter, only during such audit. CONTRACTOR shall comply with any audits
28 specified in Paragraph 24, provide reports and any other information required

1 by COUNTY in the administration of this Agreement, and as otherwise permitted
2 by law.

3 31.3 CONTRACTOR shall inform all of its employees, volunteers, agents,
4 subcontractors and partners of this provision and that any person violating
5 the provisions of said California state law may be guilty of a crime.

6 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
7 be subject to the confidentiality requirements of this Agreement.

8 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
9 with respect to Juvenile Court matters, in accordance with WIC Section 827,
10 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
11 regarding Confidentiality, as it now exists or may hereafter be amended.

12 31.5.1 No access, disclosure or release of information regarding
13 Foster Youth/NMD who is the subject of Juvenile Court proceedings shall be
14 permitted except as authorized. If authorization is in doubt, no such
15 information shall be released without the written approval of a Judge of the
16 Juvenile Court.

17 31.5.2 CONTRACTOR must receive prior written approval of the
18 Juvenile Court before allowing any Foster Youth/NMD to be interviewed,
19 photographed or recorded by any publication or organization or to appear on
20 any radio, television or internet broadcast or make any other public
21 appearance. Such approval shall be requested through Foster Youth's/NMD's
22 Social Worker/Probation Officer.

23 32. SECURITY

24 32.1 CONTRACTOR shall immediately notify COUNTY of any and all
25 unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is
26 aware or has knowledge. After such notification, CONTRACTOR shall, at its own
27 expense:

28 32.1.1 Investigate to determine the nature and extent of the

1 unauthorized disclosure.

2 32.1.2 Contain the incident by, among things, attempting to
3 recover records, revoking access and/or correcting weaknesses in security.
4 CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred
5 by COUNTY arising out of or in connection with the unauthorized disclosure as
6 legally required.

7 32.2 For services provided under this Agreement, CONTRACTOR shall
8 ensure that all confidential information must be held in the strictest
9 confidence, can only be accessed by those with a need to know and is protected
10 to prevent unauthorized or inadvertent access. Confidential electronic
11 information must be stored in an encrypted format. Confidential information
12 stored in a paper format must be transported, handled, secured and destroyed
13 in a manner to prevent unauthorized access.

14 33. COPYRIGHT ACCESS

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

19 34. WAIVER

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

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1 35. PUBLICITY

2 35.1 Information and solicitations, prepared and released by
3 CONTRACTOR, concerning the services provided under this Agreement shall state
4 that the program, wholly or in part, is funded through COUNTY, State and
5 Federal government funds.

6 35.2 CONTRACTOR shall not disclose any details in connection with this
7 Agreement to any person or entity except as may be otherwise provided
8 hereunder or required by law. However, in recognizing CONTRACTOR's need to
9 identify its services and related clients to sustain itself, COUNTY shall not
10 inhibit CONTRACTOR from publishing its role under this Agreement within the
11 following conditions:

12 35.2.1 CONTRACTOR shall develop all publicity material in a
13 professional manner; and

14 35.2.2 During the term of this Agreement, CONTRACTOR shall not,
15 and shall not authorize another to, publish or disseminate any commercial
16 advertisements, press releases, feature articles, or other materials using the
17 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
18 unreasonably withhold written consent.

19 35.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.
20 The use and/or reproduction of COUNTY's name and/or logo for any purpose,
21 including commercial advertisement, promotional purposes, announcements,
22 displays or press releases, without COUNTY's prior written consent is
23 expressly prohibited.

24 36. ENERGY EFFICIENCY STANDARDS

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

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37. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

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

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

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

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

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

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

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

3 1) No Federal appropriated funds have been paid or will
4 be paid to any person for influencing or attempting to influence an officer or
5 employee of any agency, a Member of Congress, an officer or employee of
6 Congress, or an employee of a Member of Congress on his or her behalf in
7 connection with the awarding of any Federal contract, the making of any
8 Federal grant, the making of any Federal loan, the entering into of any
9 cooperative agreement, and the extension, continuation, renewal, amendment or
10 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

23 C. Submission of this certification and disclosure is a
24 prerequisite for making or entering into this Agreement imposed by Section
25 1352, Title 31, USC. Any person who makes an expenditure prohibited under
26 this provision or who fails to file or amend the disclosure form to be filed
27 or amended by this provision, shall be subject to a civil penalty of not less
28 than \$10,000, and not more than \$100,000, for each such failure.

39. POLITICAL ACTIVITY

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

40. TERMINATION PROVISIONS

40.1 ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include but not be limited to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that in the reasonable opinion of COUNTY indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

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

40.3 The obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR will be

1 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
2 notification of such determination. CONTRACTOR shall immediately comply with
3 ADMINISTRATOR's decision.

4 40.4 If any term, covenant, condition, or provision of this Agreement
5 or the application thereof is held invalid, void, or unenforceable, the
6 remainder of the provisions in this Agreement shall remain in full force and
7 effect and shall in no way be affected, impaired, or invalidated thereby.

8 41. GOVERNING LAW AND VENUE

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

18 42. SIGNATURE IN COUNTERPARTS

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

22 CONTRACTOR represents and warrants that the person executing this
23 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
24 actual authority to bind CONTRACTOR to each and every term, condition and
25 obligation of this Agreement and that all requirements of CONTRACTOR have been
26 fulfilled to provide such actual authority.

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

1
2 By: _____
3 NAME OF SIGNER
4 TITLE
5 AGENCY

By: _____
DIRECTOR
COUNTY OF ORANGE
SOCIAL SERVICES AGENCY

6 Dated: _____

Dated: _____

7
8
9
10 APPROVED AS TO FORM
11 COUNTY COUNSEL
12 COUNTY OF ORANGE, CALIFORNIA

13 By: Anna Yoo
14 DEPUTY

15 Dated: 9/20/17
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EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

FOR THE PROVISION OF GROUP HOME SERVICES - RCL _____
or SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR agrees to provide residential care and treatment services to Foster Youth/NMDs referred to CONTRACTOR by COUNTY pursuant to the terms and conditions set forth herein, in accordance with the Foster Youth's/NMD's Admission Agreement and CONTRACTOR's Program Statement, approved by CCLD and incorporated herein by reference, as it currently exists or may hereafter be amended.

1.2 CONTRACTOR shall serve male/female Foster Youth between the ages of _____ and eighteen (18) years, and, if approved and licensed through Community Care Licensing, serve NMDs up to the age of twenty-one (21) pursuant to Subparagraph 1.2.1 below.

1.2.1 A Foster Youth who turns eighteen (18) years of age while placed at CONTRACTOR's facility and meets the NMD criteria as defined in Subparagraph 4.20 of this Agreement, may remain placed at CONTRACTOR's facility only if attending high school. After high school graduation or when the NMD reaches the age of nineteen (19) years, whichever is first, the NMD placement must be terminated as defined in Subparagraph 4.31 of this

1 Agreement, unless the NMD has a medical condition verified by ADMINISTRATOR.
2 An NMD with a medical condition may remain at Contractor's facility until he
3 or she turns 21 years old. A "medical condition" is a physical or mental state
4 that limits a NMDs dependent's ability to participate in any one of the
5 following activities: completing high school or an equivalency program;
6 enrollment in post-secondary education or vocational school; participation in
7 a program or activity that promotes or removes barriers to employment; and/or
8 employment of at least 80 hours per month.

9 2. REFERRALS

10 2.1 It is mutually understood that no minimum number of placement
11 referrals is guaranteed, expressed or implied, under this Agreement.
12 CONTRACTOR agrees to provide services requested as needed by COUNTY,
13 regardless of the quantity of placement referrals received.

14 2.2 In the case of a dual status child, the Lead Agency will make the
15 referral and complete applicable required documentation for placement.

16 2.3 The following applies to CONTRACTORS licensed as a Group Homes:

17 2.3.1 Upon CONTRACTOR receiving a placement referral from
18 ADMINISTRATOR, CONTRACTOR will evaluate and notify the ADMINISTRATOR within 72
19 hours regarding the decision for placement.

20 2.3.2 If the CONTRACTOR decides to deny the placement referral,
21 CONTRACTOR agrees to provide ADMINISTRATOR within three (3) business days,
22 written documentation of the reasons why the referral was denied.

23 2.4 The following applies to CONTRACTORS licensed as a STRTP:

24 2.4.1 CONTRACTOR shall accept referrals and provide services to
25 individuals referred by ADMINISTRATOR.

26 3. CONTRACTOR'S PROGRAM STATEMENT

27 3.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or
28 revised Program Statement that CONTRACTOR submits to the CDSS Foster Care

1 Rates Bureau and/or CCLD, subsequent to the execution of this Agreement, as
2 defined by Subparagraph 4.22. The provisions of the revised Program Statement
3 shall supersede the provisions contained in the previous Program Statement
4 submitted to ADMINISTRATOR to the extent that they conflict.

5 3.2 CONTRACTOR agrees to provide ADMINISTRATOR with additional copies
6 of the Program Statement upon request of ADMINISTRATOR. Contractor also agrees
7 to provide Administrator with an updated Program Statement whenever there are
8 changes or modifications to program activities. The provisions of this
9 Agreement shall supersede the provision in the Program Statement to the extent
10 that they conflict.

11 4. GOALS

12 4.1 CONTRACTOR shall provide appropriate mental health treatment as
13 well as other supportive services with the ultimate goal of reunifying the
14 family or successfully transitioning the Youth/NMDs to a lower level of care
15 when possible.

16 4.2 CONTRACTOR shall incorporate the following five (5) protective
17 factors from the "Strengthening Families" approach, developed by the Center
18 for the Study of Social Policy, in providing services and evaluating outcomes:

- 19 1. Provide concrete support in times of need;
20 2. Increase resilience;
21 3. Increase knowledge of parenting to Youth/NMDs family as appropriate
22 and increase knowledge in child development;
23 4. Support the social and emotional competence of children; and
24 5. Build social connections.

25 5. SERVICES TO BE PROVIDED:

26 5.1 CONTRACTOR shall:
27 5.1.1 Nurture, care for, treat, and train each Foster Youth/NMD
28 to meet his/her individual needs and daily living skills, to include, but not

1 be limited to, cleaning, cooking, laundry and budgeting.

2 5.1.2 Follow admission requirements related to medical
3 screening, physical/dental examination, medical testing, and immunization as
4 prescribed by COUNTY and Title 22 Regulations. CONTRACTOR shall take Foster
5 Youth's/NMD's Encounter Form and HEP to all medical and dental appointments.

6 5.1.3 Adhere to COUNTY policies that CFS program provides
7 Contractor including but not be limited to County policies regarding
8 psychotropic medication. Obtain court consent for psychotropic medications in
9 a form approved by ADMINISTRATOR. Consent must be obtained before medication
10 is administered.

11 5.1.4 Develop an understanding of the responsibilities,
12 objectives, and requirements of COUNTY in regard to the care of Foster
13 Youth/NMD and work with COUNTY in planning for Foster Youth/NMD.

14 5.1.5 Participate in and support efforts to reestablish
15 relationships between Foster Youth/NMD and his/her relatives, family members,
16 or other individuals who are important to the Foster Youth/NMD, as approved by
17 Foster Youth's/NMD's Social Worker/Probation Officer.

18 5.1.6 Develop, maintain, and implement written discipline
19 policies and procedures in accordance with Title 22 CCR, Division 6, Chapter
20 5, Section 84072.1 and to the satisfaction of the CCLD.

21 5.1.7 Work toward termination of placement on a planned basis
22 as indicated in the Foster Youth's/NMD's permanency plan with maximum
23 involvement of Foster Youth/NMD, parents, any other person(s) deemed
24 appropriate, and Foster Youth's/NMD's Social Worker/Probation Officer.

25 5.1.8 Conduct a Treatment Team conference concerning the status
26 of each Foster Youth/NMD at least quarterly for Group Homes and at least
27 monthly for STRTPs.

28 5.1.9 Participate in CFT meeting. CFT meetings are conducted

1 upon an initial child welfare foster care placement and ongoing thereafter.
2 Ongoing CFTs will be conducted in a timely manner to address changing needs,
3 but, at minimum, will be held within ninety (90) days following the last CFT.

4 5.1.10 Observe and protect Foster Youth's/NMD's personal rights
5 as set forth in Title 22 CCR Section 84072. CONTRACTOR shall provide a copy
6 of the Personal Rights to the Foster Youth/NMD and their authorized
7 representatives at the time of admission.

8 5.1.11 Provide services in accordance with "Reasonable and
9 prudent parent" or "reasonable and prudent parent standard," referring to the
10 standard characterized by careful and sensible parental decisions that
11 maintain the Foster Youth/NMDs health, safety, and best interest, and provides
12 for normalcy as defined in WIC Section 362.05(c)4.

13 5.1.12 Respect the cultural diversity of the Foster Youth/NMD
14 served, their parents and any other person(s) important to the Foster
15 Youth/NMDs, and provide culturally responsive child care workers and other
16 direct service employees, as described in Subparagraph 4.7 of this Agreement.

17 5.1.13 Participate in any TDM as defined in Subparagraph 4.30 of
18 this Agreement, or CFT as defined in Subparagraph 4.5 of this agreement, prior
19 to or as a result of a Foster Youth's/NMD's removal.

20 5.2 CONTRACTOR agrees to provide multi-lingual services that meet the
21 needs of Foster Youth/NMDs and families served.

22 5.3 CONTRACTOR agrees to post safety notices and other literature
23 provided to CONTRACTOR by ADMINISTRATOR, in the manner prescribed. Such
24 literature may be in the form of, but not limited to, placards, posters,
25 checklists, instructions, diagrams, charts, or illustrations.

26 5.4 Family/Foster Youth/NMDs Important Person Relationships:

27 CONTRACTOR shall work collaboratively with COUNTY to encourage
28 Foster Youth's/NMD's relationship with family members and/or other individuals

1 who are important to a Foster Youth/NMD, with the knowledge and concurrence of
2 the assigned Social Worker/Probation Officer as indicated in the youth's
3 permanency plan.

4 5.5 Education Requirements:

5 CONTRACTOR shall:

6 5.5.1 Enroll Foster Youth in the local school, school of
7 origin, or private program (the latter only if funding is provided by COUNTY
8 or other third party payer) within three (3) school days of placement.
9 CONTRACTOR shall notify ADMINISTRATOR within three (3) business days of any
10 obstacles to Foster Youth's enrollment.

11 5.5.2 Facilitate the Foster Youth/NMD continued education at
12 his/her the school of origin if remaining in that school is in the Foster
13 Youth's/NMD's best interest in accordance with Education Code 48853.5(f)(1)
14 regarding school of origin, and provide transportation.

15 5.5.3 Cooperate with the Special Education Local Plan Area
16 (SELPA) for any needed assessment and follow-up for special education services
17 through the development and implementation of an Individual Education Plan
18 (IEP) and surrogate parent appointment, as appropriate.

19 5.5.4 Monitor the Foster Youth's/NMD's attendance and
20 performance in school and credits earned, and assess progress to determine
21 areas in which improvement is needed. CONTRACTOR shall make monthly requests
22 for feedback from teachers regarding Foster Youth's/NMD's academic and social
23 performance and document date of contact, contact person, and feedback
24 provided.

25 5.5.5 Report in writing to ADMINISTRATOR any unauthorized
26 school absences. An unauthorized absence is as identified in Subparagraph
27 11.8, below.

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5.5.6 Provide tutoring and school homework supervision, as needed.

5.5.7 Meet Title 22 CCR, Division 6, Chapter 5, Section 84070 (b)(4) requirements for School Report Cards and School Information.

5.6 Transitional Planning Services Program (TPSP):

CONTRACTOR shall:

5.6.1 Work collaboratively with COUNTY's staff and COUNTY's contracted TPSP service providers in meeting the service goals set forth in the Foster Youth's/NMD's Transitional Independent Living Plan.

5.6.1.1 Assist the Foster Youth/NMD placed in Group Homes or STRTPs outside of Orange County in participating in that community's local TPSP, where available.

5.6.2 Assist Foster Youth/NMD in making a successful transition to independent living by assisting them in participating in TPSP events including, but not limited to:

5.6.2.1 Workshops - offering services in such areas as education, career, relationships and daily living skills;

5.6.2.2 Special Events - including, but not limited to, Independent City, Graduation, Career Fair, and College Tours;

5.6.2.3 Specialized Services for Disabled Children - including, but not limited to, outreach, follow-up training and individual services;

5.6.2.4 Mentor Programs; and

5.6.2.5 Job Placement Services.

5.6.3 Provide transportation for Foster Youth/NMD to and from all TPSP related activities as required by ADMINISTRATOR including supervision for three (3) or more Foster Youth/NMD attending the same activity.

5.6.4 Send its staff to COUNTY's TPSP training for caregivers

and other TPSP related training, as required by ADMINISTRATOR.

5.6.5 Prepare and submit to ADMINISTRATOR a Foster Youth/NMD specific summary of all the Foster Youth's/NMD's participation, activities and contacts with TPSP and other independent living programs, including any programs offered by CONTRACTOR. CONTRACTOR shall also maintain this summary in Foster Youth's/NMD case file.

5.7 Basic Needs:

5.7.1 Clothing:

CONTRACTOR shall:

5.7.1.1 Designate an adequate amount of money, no less than seventy-five dollars (\$75.00) per Foster Youth/NMD, each month to be used to purchase new clothing necessary to meet the Foster Youth's/NMD's basic needs in a manner appropriate to his/her social environment.

5.7.1.2 Document all clothing purchases in Foster Youth's/NMD's record, including receipts.

5.7.1.3 Inventory Foster Youth's/NMD's clothing and personal property at the time of placement and termination of placement.

5.7.1.4 Contractor shall permit all Foster Youth/NMD to take their clothing, cash resources, personal property and valuables with them when placement is terminated. If this is impossible, clothing and personal property shall immediately be stored separately and securely for each individual Foster Youth/NMD by CONTRACTOR for a maximum period of thirty (30) days, after which it shall be delivered to the Foster Youth's/NMD's Social Worker/Probation Officer. At termination of placement, CONTRACTOR shall provide an appropriate method of transport for clothing and personal property, such as luggage or canvas-type duffel bags (not trash or paper/plastic bags).

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1 5.7.2 Personal Needs:

2 CONTRACTOR shall:

3 5.7.2.1 Furnish personal care items, including but
4 not limited to, toothpaste, toothbrush, soap, hair care items, and hygiene
5 supplies that are culturally responsive.

6 5.7.2.2 Furnish a separate and secure storage area
7 for personal items for each Foster Youth/NMD.

8 5.7.2.3 Furnish clean fresh towels, mattress pads,
9 pillows, sheets, and blankets in sufficient number to assure cleanliness and
10 warmth.

11 5.7.3 Food:

12 Foster Youth/NMD shall receive an adequate and balanced
13 diet as required by Title 22 CCR, Division 6, Chapter 5, Section 84276
14 guidelines. In addition, CONTRACTOR shall maintain the following minimum
15 emergency supplies per Foster Youth/NMD on the premises:

16 5.7.3.1 One (1) week supply of staple nonperishable
17 foods;

18 5.7.3.2 Two (2) day supply of fresh perishable foods;
19 and

20 5.7.3.3 A minimum five (5) day supply of at least one
21 (1) gallon of water per day per Foster Youth/NMD.

22 5.7.4 Chores:

23 5.7.4.1 CONTRACTOR shall specify and post reasonable
24 chores which Foster Youth/NMD will be required to do as part of their regular
25 routine. Any and all other chores are to be voluntary.

26 5.7.4.2 Foster Youth's/NMD's Social Worker/Probation
27 Officer may review CONTRACTOR's policies regarding chores, and disapprove, if
28 appropriate, the chores assigned to a specific Foster Youth/NMD.

5.7.4.3 Foster Youth/NMD shall be supervised by CONTRACTOR while they are engaged in any assigned chores.

5.7.5 Minimum Allowances:

Each Foster Youth/NMD shall be provided with a minimum allowance as set forth below no less frequently than once a week and such allowance shall be documented in each Foster Youth's/NMD's file. Receipt of such allowance shall be initialed by Foster Youth/NMD.

<u>Age</u>	<u>Weekly Allowance</u> <u>Rate</u>
5 years	\$5.00
6 years	\$6.00
7 years	\$7.00
8 years	\$8.00
9 years	\$9.00
10 years	\$10.00
11 years	\$11.00
12 years	\$12.00
13 years	\$13.00
14 years	\$14.00
15 years	\$15.00
16 years	\$16.00
17 years	\$17.00
18 years	\$18.00
19+ years	\$19.00

5.7.6 Safeguards for Cash Resources, Personal Property and Valuables:

5.7.6.1 In accordance with Title 22 CCR Section 80026, CONTRACTOR shall assist each Foster Youth/NMD in keeping cash resources, personal property, and valuables separate and intact. CONTRACTOR shall maintain accurate records of such resources.

5.7.6.2 In the event that Foster Youth/NMD is employed, CONTRACTOR shall assist Foster Youth/NMD in setting up a bank account in accordance with Title 22 CCR Section 84072(c)(8), to the

1 satisfaction of the Foster Youth's/NMD Social Worker/Probation Officer.
2 Foster Youth's/NMD's funds shall not be comingled with CONTRACTOR's funds or
3 petty cash.

4 6. FACILITIES

5 6.1 CONTRACTOR shall provide facilities with a capacity for providing
6 residential services to _____ Foster Youth/NMDs and accommodations for staff,
7 in accordance with CCL requirements.

8 6.2 Facility location(s) will be provided to ADMINISTRATOR.

9 6.3 CONTRACTOR shall maintain its facility in a manner that will
10 ensure the well-being, protection, health, safety, and comfort of each Foster
11 Youth/NMD. Each Foster Youth/NMD shall be afforded a reasonable degree of
12 privacy.

13 6.4 SSA strongly believes that same gender supervision during
14 overnight shifts is a best practice. To the extent allowable under the law,
15 CONTRACTOR shall use best efforts to staff overnight shifts with same gender
16 staff members, whenever possible; thereby during overnight shifts using only
17 female staff members in a female Group Home and only male staff members in a
18 male Group Home.

19 7. TREATMENT PROGRAM

20 7.1 Treatment Program Shall be in accordance with CONTRACTOR's Program
21 Statement.

22 7.2 Minimum standard: Contractor shall facilitate at least weekly
23 individual and group therapy for all Foster Youth/NMDs and regular family
24 therapy as indicated by Social Worker/Probation Officer.

25 7.3 CONTRACTOR shall follow the treatment program based upon the type
26 of facility license held and as described in their approved Program Statement.

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1 8. OTHER CONTRACTOR RESPONSIBILITIES

2 8.1 Transportation:

3 CONTRACTOR shall supply transportation for Foster Youth/NMD as
4 required/approved by ADMINISTRATOR including but not be limited to
5 transporting to court appearances, upon receiving NOHs, visitation, school of
6 origin as ordered by the Court, and or medical or therapeutic appointment
7 etc..

8 8.2 Volunteers:

9 8.2.1 CONTRACTOR shall submit a written plan specifying how
10 volunteers will be supervised, screened, and utilized by CONTRACTOR. The
11 plan, which may be modified at Administrator's request, shall be included in
12 the Program Statement and include the following.

13 8.2.1.1 The type and degree of supervision provided;
14 and

15 8.2.1.2 A description of the duties to be performed
16 by volunteers.

17 8.3 Visitors:

18 8.3.1 CONTRACTOR shall establish a set of rules regarding
19 visitation hours, sign-in/sign-out, and visiting rooms. Such rules shall
20 apply to all visitors.

21 8.3.2 Upon entering the Group Home or STRTP, all visitors shall
22 be required to sign in on the Visitor's Log Book. CONTRACTOR staff shall
23 request a California Driver's License or other form of government issued
24 picture identification and shall record the name, address, and driver's
25 license number, or identification number, if available, of each visitor as
26 well as the visitor's relationship to the resident, if any, the stated purpose
27 of the visit, and the time of the visitor's entry and departure.
28 Unaccompanied visiting minors shall be supervised by CONTRACTOR staff.

1 8.3.3 All visitors entering into any area of the Group Home or
2 STRTP where residents are or may be present, shall be accompanied by
3 CONTRACTOR's staff at all times, except as described below in Subparagraph
4 8.3.4.

5 8.3.4 Parents, relatives, or important persons of Group Home or
6 STRTP residents, who have been approved by the assigned Social
7 Worker/Probation Officer for non-monitored visitation, shall be accompanied by
8 CONTRACTOR's staff to and from a private designated location in the Group Home
9 where the visit will take place. In these instances, CONTRACTOR's staff need
10 not be present during the entire visit.

11 8.4 Drug Testing:

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

18 8.5 Notice of Change of Placement

19 CONTRACTOR shall provide written notice to COUNTY at least fourteen (14)
20 calendar days prior to placement change. Written notice should be on
21 CONTRACTOR's agency's letterhead and provide detailed explanation for the need
22 to change placement. A TDM or CFT, which CONTRACTOR shall attend, shall be
23 conducted prior to any termination, planned or unplanned.

24 8.6 Removal or Transfer of Foster Youth/NMD:

25 Notwithstanding any other provision of this Agreement and in
26 accordance with Title 22 CCR Sections 84061(b) and WIC Section 16501, COUNTY
27 may remove, with or without stating cause, any or all Foster Youth/NMD placed
28 with CONTRACTOR.

1 8.7 Law Enforcement Contact:

2 8.7.1 If CONTRACTOR contacts law enforcement officials
3 regarding any issue related to the provision of services under this Agreement,
4 CONTRACTOR shall immediately telephone Foster Youth's/NMD's Social
5 Worker/Probation Officer and PSP Program Manager, or designee. This verbal
6 report shall be followed by the submission of a Special Incident Report form
7 approved by ADMINISTRATOR, to Foster Youth's/NMD's Social Worker/Probation
8 Officer and PSP Program Manager, or designee, and CFS Group Home
9 Liaison/Probation Monitor within three (3) calendar days of the incident via
10 the Secured Foster Youth Information Database (CFS), and FAX to (714) 935-7725
11 (Probation Department). ADMINSTRATOR may request CONTRACTOR to send Special
12 Incident Reports to additional designees as deemed appropriate by
13 ADMINSTRATOR.

14 8.7.2 CONTRACTOR will comply with AB 388 reporting
15 requirements.

16 9. RECORDS

17 9.1 Foster Youth/NMD Records:

18 9.1.1 CONTRACTOR shall prepare and maintain accurate and
19 complete records on each Foster 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 CCR, CONTRACTOR shall also maintain the
22 following information in the Foster Youth's/NMD's files:

23 9.1.1.1 Information regarding the Foster
24 Youth's/NMD's participation in TPSP, as applicable;

25 9.1.1.2 Statement of behaviors with potential risk
26 and/or safety concerns;

27 9.1.1.3 Foster Youth's/NMD's financial information,
28 including disbursements for clothing and material signed for by Foster

Youth/NMD, and allowances received by and signed for by Foster Youth/NMD;

9.1.1.4 Diagnostic studies;

9.1.1.5 Reports on interviews with Foster Youth/NMD;

9.1.1.6 Special Incident Report;

9.1.1.7 Written quarterly evaluations;

9.1.1.8 Clinical notes on services provided by treatment professionals;

9.1.1.9 Records of medical/dental visits and treatment, including a copy of Child Health and Disability Prevention (CHDP) physical or its equivalent that is less than one (1) year old;

9.1.1.10 Psychotropic medication orders/scripts and forms regarding psychotropic medication, including but not limited to, JV-220, JV-220(A), JV-220(B), and court approved JV-223.

9.1.1.11 Monthly feedback from the Foster Youth's /NMD's School regarding academic and social performance.

9.2 COUNTY Records:

9.2.1.1 Upon rejection of a referral, CONTRACTOR shall immediately return all documents furnished by COUNTY to Foster Youth's/NMD's Social Worker/Probation Officer.

9.2.1.2 Upon termination of Foster Youth's/NMD's placement, CONTRACTOR shall return all original Juvenile Court records furnished by COUNTY to Foster Youth/NMDs Social Worker/Probation Officer, upon request, within thirty (30) calendar days after Foster Youth's/NMD's release.

9.3 House Log Book:

9.3.1 Each Group Home or STRTP location shall maintain a handwritten and chronological daily log record of the following:

9.3.1.1 Population count;

9.3.1.2 Visitors;

9.3.1.3 Special incidents/problems;

9.3.1.4 Group and individual activities including participants;

9.3.1.5 Significant reactions including but not limited to emotional outbursts, aggressive or violent behaviors, self-injurious behaviors of Foster Youth/NMD to telephone calls when such are openly displayed;

9.3.1.6 Furloughs or other off-grounds trips by Foster Youth/NMD; and

9.3.1.7 Staff on duty, including date and time staff enters and leaves facility.

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

9.4 Visitors Log Book:

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

10. COUNTY RESPONSIBILITIES

COUNTY shall:

10.1 Provide consultation and technical assistance and will monitor performance of CONTRACTOR in meeting the terms of this Agreement, as permitted by CCLD.

10.2 Provide CONTRACTOR with a written assessment at the beginning of placement of the unmet needs and/or problems of the individual Foster Youth/NMD, which are related to his/her social, emotional, intellectual or

1 physical adjustment and development, as they will affect the care and services
2 to the individual Foster Youth/NMD in the facility. This assessment shall
3 generally include a social work assessment, medical reports, educational
4 assessment and psychological/psychiatric evaluations, and meet CDSS
5 requirements.

6 10.3 Collaborate with CONTRACTOR toward development of a treatment
7 plan.

8 10.4 Collaborate with CONTRACTOR toward a positive stepping down
9 placement into a family setting in accordance with protocols established by
10 COUNTY.

11 10.5 Assist in development and maintenance of each Foster Youth's/NMD'S
12 relationships with parents, other family members, and important persons in
13 future permanency planning for each Foster Youth/NMD and attend youth's
14 progress meetings and youth and family conferences.

15 10.6 Contact each Foster Youth/NMD at least once a month unless the
16 case plan indicates a need for less frequent contact. CONTRACTOR shall be
17 informed concerning the planned frequency of such contacts.

18 10.7 Inform CONTRACTOR of any known dangerous propensities of any
19 Foster Youth/NMD COUNTY places with CONTRACTOR including past behavioral and
20 mental health history.

21 10.8 Inform CONTRACTOR of procedures to fund medical care.

22 10.9 Provide authorization for medical treatment, if appropriate.

23 10.10 Provide Foster Youth/NMDs HEP at the time of Foster Youth's/NMD's
24 placement and regularly thereafter.

25 10.11 Provide consent, if appropriate, for current court-approved
26 psychotropic medication; and provide a copy of the COUNTY policy for
27 administration of psychotropic medications.

28 10.12 Obtain, whenever possible, Foster Youth's available clothing and

1 deliver it to CONTRACTOR within five (5) business days.

2 10.13 Provide assistance with emergencies. COUNTY will be responsive to
3 CONTRACTOR's request for a timely meeting to discuss a Foster Youth's/NMD's
4 behavioral issues, program noncompliance and strategies to maintain placement.
5 Emergency after hours telephone numbers are:

6 Social Services/Orangewood Children and Family Center:

7 (714) 935-7171

8 Probation Department/Juvenile Hall:

9 (714) 935-6660

10 11. REPORTS

11 CONTRACTOR shall maintain records, collect data, and provide reports
12 related to the services provided under this agreement as mandated by County,
13 State and Federal governments. Reporting requirements shall include all
14 reports and data collection that is required to track and report progress on
15 goals as stated in Paragraph 4 of this Exhibit A to this Agreement.
16 ADMINISTRATOR may modify the provisions of this Paragraph upon written notice
17 to CONTRACTOR. Reports shall include, but are not limited to, the following:

18 11.1 Needs and Services Plan:

19 11.1.1 The Needs and Services Plan shall be developed by
20 CONTRACTOR in partnership with all of the Foster Youth's/NMD's treatment
21 providers, including CONTRACTOR's Social Worker and Foster Youth's/NMD's
22 family as appropriate, within the first thirty (30) days of placement.
23 CONTRACTOR shall place a copy of the plan, signed by all applicable parties,
24 in the Foster Youth's/NMD's file. CONTRACTOR shall provide a signed copy of
25 the plan to the Foster Youth's/NMD's Social Worker/Probation Officer within
26 seven (7) calendar days of completion. A progress report identifying the
27 Foster Youth's/NMD's strengths and progress in stepping down to a family
28 setting is to be completed, with signatures, and submitted to the Foster

Youth's/NMD's Social Worker/Probation Officer every three (3) months thereafter. The plan shall be based on information including, but not limited to:

11.1.1.1 Review of the HEP;

11.1.1.2 Placement information;

11.1.1.3 Service needs of the Foster Youth/NMD family structure and permanency plan; and

11.1.1.4 Support of the Independent Living Program in the development of a Foster Youth/NMD age fifteen and one-half (15½) years and older.

11.1.2 For facilities licensed as a Group Home, the Needs and Services Plan shall be reviewed, updated and submitted quarterly, unless otherwise specified. The quarterly review may be conducted at CONTRACTOR's facility with Foster Youth's/NMD's Social Worker/Probation Officer and CONTRACTOR.

11.1.3 For facilities licensed as a Short-Term Residential Therapeutic Program, the Needs and Services Plan shall be reviewed, updated and submitted monthly, unless otherwise specified. The monthly review may be conducted at CONTRACTOR's facility with Foster Youth's/NMD's Social Worker/Probation Officer and CONTRACTOR.

11.1.4 All approvals for the foster youth to be off-site unsupervised shall be written into the youth's Needs and Services Plan and signed and approved by the youth's assigned social worker.

11.2 Diagnostic Summary:

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

11.2.1.1 Identification of Foster Youth's/NMD's

strengths;

11.2.1.2 Medical and dental needs;

11.2.1.3 Psychological/psychiatric evaluations

obtained;

11.2.1.4 Staffing review summaries;

11.2.1.5 Educational assessment;

11.2.1.6 Peer adjustment;

11.2.1.7 Relationship to staff;

11.2.1.8 Involvement in recreation program;

11.2.1.9 Behavioral problems;

11.2.1.10 Involvement/relationship with parents,

relatives, and important persons: and

11.2.1.11 Reunification plans.

11.3 Quarterly Evaluation of Foster Youth/NMD

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

11.3.1.1 Progress toward accomplishing long-range goal(s), short-term objectives, tasks, and placement in a family setting.

11.3.1.2 Identification of Foster Youth's/NMD's unmet needs, assessment of unmet needs, and efforts made to meet these needs.

11.3.1.3 Recommendations to meet identified needs, i.e. nontraditional services.

11.3.1.4 Reassessment of Foster Youth's/NMD's adjustment to CONTRACTOR's facility, program, peers, school and staff.

11.3.1.5 Current status of Foster Youth's/NMD's

1 physical and psychological health. A report of medical care received and
2 medication given.

3 11.3.1.6 Modification of the treatment plan, and as
4 necessary, the tasks to be performed and changes in the anticipated length of
5 placement. Family problems, which appear to prevent the return of Foster
6 Youth/NMD shall be fully described.

7 11.3.1.7 A record of any serious behavioral problems
8 and how these problems were treated as well as the Foster Youth/NMD responses.

9 11.3.1.8 A record of parental contacts, conferences
10 and visits, contacts with relatives, friends, and significant others, so far
11 as they are made known, and any significant reaction thereto openly displayed
12 by Foster Youth/NMD.

13 11.3.1.9 The dates of contacts with Foster
14 Youth's/NMD's Social Worker/Probation Officer during the quarter. This part
15 of the report shall include the number of visits to Foster Youth/NMD as well
16 as phone calls.

17 11.3.1.10 The dates of contacts with psychiatrist(s),
18 psychologist(s), Licensed Clinical Social Worker(s), and/or Marriage and
19 Family Therapist(s) during the quarter.

20 11.3.2 CONTRACTOR shall also make available to Foster
21 Youth's/NMD's Social Worker/Probation Officer copies of any pertinent
22 information such as school reports, medical reports, and
23 psychological/psychiatric reports as completed.

24 11.4 Performance Outcomes Report:

25 CONTRACTOR shall submit to the Program Manager of Permanency
26 Services Program (PSP) on a semiannual basis or as determined by ADMINISTRATOR,
27 a performance outcomes report, in a format approved by ADMINISTRATOR. Data
28 elements shall include, but are not limited to, the following:

11.4.1 Number of Youth served;

11.4.2 Number of Youth discharged including reason for
discharge;

11.4.3 Upon discharge, type of placement youth transitioned to;

11.4.4 Type of Therapy youths involved in;

11.4.5 Type of supportive services offered.

11.5 The first semiannual performance outcomes report is due
_____. Subsequent reports shall be submitted by the tenth (10th)
day of the month following each six (6) month reporting period.

11.5.1 CONTRACTOR shall submit a similar report on Foster
Youth/NMD referred by the Orange County Probation Department to their
Administrative Placement Monitoring and Investigations Unit Supervisor.
Reporting criteria shall be developed by the Probation Department.

11.6 Monthly Report of Incidents

11.6.1 CONTRACTOR shall provide Group Home Foster Care Liaisons
and SSA Quality Assurance Department a monthly report of incidents of runaway
episode over 24 hours in length, Emergency Room visits, psychiatric
hospitalization, and 911 calls. Monthly Report of Incidents will be due by the
first business day of the following month.

11.7 Termination Summary:

11.7.1 CONTRACTOR shall deliver to Foster Youth's/NMD's Social
Worker/Probation Officer within seven (7) calendar days of termination of
Foster Youth's/NMD's placement, a closing summary of all issues regularly
reported in the quarterly evaluation, including records relating to the
treatment of the Foster Youth/NMD's, any monies (i.e., savings) owed to Foster
Youth/NMD, and an inventory of Foster Youth's/NMD's personal belongings and
clothing.

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1 11.8 Unauthorized Absence:

2 11.8.1 An unauthorized absence is defined as an event where a
3 Youth's whereabouts are unknown by CONTRACTOR'S staff or where a child has
4 runaway from placement.

5 11.8.2 In the case of an unauthorized absence, CONTRACTOR shall
6 immediately telephone Foster Youth's/NMD's Social Worker/Probation Officer,
7 the local law enforcement agency, CCLD, and Foster Youth's/NMD's
8 parents/guardians. CONTRACTOR shall make direct person-to-person contact with
9 Social Worker/Probation Officer or their designee. Written notification from
10 CONTRACTOR shall be received within twenty-four (24) hours of the absence by
11 Foster Youth's/NMD Social Worker/Probation Officer. A copy of this written
12 report is to also be submitted to the SSA Group Home Liaison and Probation
13 Department's Group Home Monitor.

14 11.8.2.1 If Foster Youth/NMD returns voluntarily,
15 CONTRACTOR shall immediately notify the Foster Youth's/NMD's Social
16 Worker/Probation Officer, PSP, the local law enforcement agency, CCLD, Foster
17 Youth's/NMD's parents/guardians and, as appropriate, the Foster Youth's/NMD's
18 mental health and/or physical health provider.

19 11.8.2.2 Following the Foster Youth's/NMD's return,
20 CONTRACTOR shall provide an evaluation for Foster Youth/NMD emphasizing the
21 significance of their absence and appropriate follow-up intervention. All
22 discussion resulting from the evaluation shall be documented in Foster
23 Youth's/NMD's record and information provided to the Foster Youth's/NMD's
24 Social Worker/Probation Officer.

25 11.8.3 In the event of an unauthorized absence (AWOL) the
26 CONTRACTOR will notify the ADMINISTRATOR representative as outlined in Exhibit
27 A, Section 11.8.2 of this Agreement. CONTRACTOR agrees to return the youth to
28 the CONTRACTOR's care, except under the following circumstances:

1 (a). The CONTRACTOR and ADMINISTRATOR agree there is an imminent
2 safety risks for the youth and/or program should the youth be returned.

3 (b). The CONTRACTOR has been notified that the bed has been closed
4 at the discretion of the ADMINISTRATOR.

5 (c). The youth has exceeded the duration of an ADMINISTRATOR's
6 authorized bed hold or been absent more than 14 cumulative days within the
7 month.

8 11.8.3.1 In the event that 14-day notice has been
9 requested by the CONTRACTOR and the youth returns within the 14-day period,
10 the CONTRACTOR agrees to return the youth to the CONTRACTOR's care until a TDM
11 can be facilitated as outlined in Section 4.30 of this Agreement or a CFT can
12 be facilitated as outlined in Section 4.5 of this Agreement.

13 11.8.3.2 If the youth has not returned prior to the
14 completion of the 14-day notice the CONTRACTOR is not obligated to take the
15 youth back and the bed will be closed. ADMINISTRATOR will then assume
16 responsibility for securing alternative placement arrangements for the youth.

17 11.8.3.3 CONTRACTOR shall participate in a TDM or CFT
18 upon the request of the ADMINISTRATOR, when the youth returns to provide
19 pertinent information relevant to determining appropriate placement options.

20 11.8.3.4 CONTRACTOR shall maintain records of
21 unauthorized absences in Foster Youth's/NMD's record.

22 11.8.3.5 CONTRACTOR shall maintain and secure youth's
23 possessions in the event of an unauthorized absence.

24 12. SPECIAL OR UNPLANNED INCIDENTS

25 12.1 Serious Illness, Accident/Injury or Death:

26 CONTRACTOR shall immediately telephone Social Worker/Probation
27 Officer, or official designee in case of their absence, and make direct
28 person-to-person contact upon becoming aware of any serious illness,

accident/injury or death of a Foster Youth/NMD in CONTRACTOR's care. If the Social Worker or designees are unavailable, CONTRACTOR shall notify Orangewood Children and Family Center (OCFC) Intake Services at (714) 935-7080. In the case of death, CONTRACTOR shall also notify local law enforcement. CONTRACTOR shall follow the verbal report with the submission of an electronic Special Incident Report, via the online Foster Youth Information System (FYI System), within one (1) business day of such serious illness, accident/injury or death occurs. In the event the FYI system is not available, CONTRACTOR shall submit the Special Incident Report via facsimile within one (1) business day of the incident to avoid delinquency. Standard protocol shall resume once the FYI system becomes available. CONTRACTOR shall provide Probation Officer a written report or via electronic/facsimile for incidents involving placements for Probation Department. The verbal and electronic/facsimile reports shall include, but not be limited to:

12.1.1 Name of the Foster Youth/NMD;

12.1.2 Date of serious illness, accident/injury or death;

12.1.3 Nature of the illness/injury or the circumstances of the death;

12.1.4 Name or names of CONTRACTOR's officers, employees or agents with knowledge of the event;

12.1.5 Name of the attending physician;

12.1.6 Name of the hospital;

12.1.7 When applicable, the police report number, name of the police agency handling the incident, date of the police report, foster youth's race and ethnicity, and a summary of the circumstances.

12.2 Other Special Incidents:

12.2.1 CONTRACTOR shall immediately telephone child's Foster Youth's/NMD's Social Worker/Probation Officer and PSP Program Manager, or

designee, and make direct person-to-person contact if any of the following occurs:

- 12.2.1.1 Assault;
- 12.2.1.2 Medication errors;
- 12.2.1.3 Child Foster Youth/NMD refused medication
- 12.2.1.4 Misadministered medication
- 12.2.1.5 Missed medication
- 12.2.1.6 Accident/Minor injury;
- 12.2.1.7 Self injury;
- 12.2.1.8 Sexual activity;
- 12.2.1.9 Suspension from school;
- 12.2.1.10 Unauthorized school absences;
- 12.2.1.11 Absence without leave;
- 12.2.1.12 Contraband of illegal substance and/or weapons;
- 12.2.1.13 Law enforcement intervention and/or arrest;
- 12.2.1.14 Property damage and or vandalism;
- 12.2.1.15 Personal rights complaint; and
- 12.2.1.16 Any behavior or activities by any volunteer or staff while on duty which substantially disrupts activities within CONTRACTOR's facility and jeopardizes the status, safety, or health of a child placed by COUNTY.

12.2.2 This verbal report shall be followed by the submission of a Special Incident Report form approved by ADMINISTRATOR, to child's Foster Youth's/NMD's Social Worker/Probation Officer and PSP Program Manager, or designee, and Group Home Liaison/Probation Monitor within three (3) calendar days of the incident via the Foster Youth Information Database (CFS) and (714) 935-7725 (Probation Department).

1 12.2.3 ADMINISTRATOR may, in his/her sole discretion, add,
2 delete, waive or otherwise modify individual reporting requirements as stated
3 in this Paragraph.

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