

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 _____
6 _____
7 FOR THE PROVISION OF
8 FOSTER FAMILY AGENCY SERVICES AND
9 TEMPORARY EVALUATION COMMUNITY HOMES

10
11 This AGREEMENT, entered into this first day of _____, 20____, which date
12 is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,
13 hereinafter referred to as "COUNTY," and
14 _____, licensed as a "Foster Family
15 Agency", hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by
16 the County of Orange Social Services Agency Director or designee, hereinafter referred to as
17 "ADMINISTRATOR."

18
19 WITNESSETH:

20
21 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
22 Foster Family Agency ~~Services to increase available Resource Family Approval (RFA)~~
23 Home(FFA) Services and Temporary Evaluation Community Homes (TECH) Services; and

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

WHEREAS, such [services](#) contracts are authorized and provided for pursuant to Welfare and Institutions Code Sections 16501.1(c)(1), 11400(v)(2): and California Department of Social Services ([CDSS](#)) Manual of Policies and Procedures, Section 11-403.:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

///

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1. TERM

The term of this Agreement shall commence on ~~_____~~, _____, and terminate on June 30, 2021, unless earlier terminated pursuant to the provisions of Paragraph ~~44~~41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. ALTERATION OF TERMS

2.1 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, 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.

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

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, and employees 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.

4. DEFINITIONS

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

5 4.24.1 Adoption Assistance Program (AAP): - A program of financial ~~and/or~~ medical
 6 assistance ~~program~~ to facilitate the adoption of children who otherwise would remain in long-term
 7 foster care, as described in California Welfare and Institutions Code (WIC) ~~Section~~Sections 16115
 8 through 16125.

9 4.3 — ~~California Department of Social Services (CDSS): The State agency charged with~~
 10 ~~the responsibility to serve, aid and protect disadvantaged and vulnerable children and adults.~~
 11 ~~CDSS establishes the rate for each Foster Family Agency (FFA) utilized by counties for placement~~
 12 ~~of dependent children.~~

13 4.44.2 Child and Family Team (CFT): ~~Formerly known as Team Decision Making (TDM)~~
 14 ~~is a) – A~~ group process facilitated by ~~Social Services Agency (SSA) wherein individuals are~~
 15 ~~convened and engaged through a variety of team-based processes to identify the strengths and~~
 16 ~~needs of the child or youth and his or her family, to help achieve positive outcomes for safety,~~
 17 ~~permanency and~~SSA’s Children and Family Services division (CFS) to make decisions critical to
 18 a Youth’s well-being, including, but not limited to, decisions to separate a Youth from their family,
 19 reunify with family or non-related extended family member (NREFM), or change a placement.

20 4.5 — ~~Community Care Licensing Division (CCLD): A division of CDSS responsible for~~
 21 ~~the licensing and monitoring of FFA for compliance with Community Care Licensing (CCL)~~
 22 ~~regulations within the State of California.~~

23 4.6 — Case Plan: ~~A court ordered, written document that, at a minimum, specifies the type~~
 24 ~~of home in which a Foster Child/Non-Minor Dependent (NMD) shall be placed, the safety of that~~
 25 ~~home, and the appropriateness of that home to meet the Foster Child’s/NMD’s needs.~~

26 4.7 — COUNTY Social Worker: ~~An SSA employee assigned as the case-carrying social~~
 27 ~~worker responsible for a Foster Child’s/NMD’s placement and care.~~

1 4.8 — ~~Court Appointed Special Advocate (CASA): A trained volunteer, assigned by the~~
 2 ~~CASA office, who meets regularly with Foster Child/NMD. Each CASA shall serve at the pleasure~~
 3 ~~of the court having jurisdiction over the proceedings in which a CASA has been appointed and~~
 4 ~~that appointment may continue after the child attains his or her age at majority, with the consent~~
 5 ~~of the nonminor dependent, as described in Welfare and Institution Code (WIC) Section 103.~~

6 4.94.3 ~~Dependent:~~Dependent - Children ages birth (0) to eighteen (0-18) years, who have
 7 been adjudicated as ~~either~~-a dependent ~~or ward~~ of the ~~juvenile court~~Juvenile Court pursuant to
 8 WIC ~~Sections~~Section 300 ~~or 602~~ and who would be placed in a Short Term Residential Program
 9 (STRTP) licensed by CDSS at a Rate Classification Level (RCL) ten to fourteen (10 to 14)..

10 4.10 — ~~Education Case Plan: Public Law 110-351 (Fostering Connections to Success and~~
 11 ~~Increasing Adoptions Act of 2008) amended Title IV-E of the Social Security Act to require that~~
 12 ~~a case plan include a plan for ensuring the educational stability of Foster Child/NMD while in~~
 13 ~~foster care. Placement of the child in foster care takes into account the appropriateness of the~~
 14 ~~current educational setting and the proximity of the RFA Home placement to the school in which~~
 15 ~~the child is enrolled at the time of placement.~~

16 4.11 — ~~Extended Foster Care: Period of time when NMDs, defined in Subparagraph 4.21~~
 17 ~~are eligible to receive support services under AB 12.~~

18 4.12 — ~~Fee for Service (FFS): A payment model where services are bundled and~~
 19 ~~contractors are reimbursed for specific services rendered.~~

20 ~~##~~

21 4.134.4 ~~Foster Care:~~Foster Care – Twenty-~~four~~Four (24)-hour out-of-home care provided
 22 to a ~~minor or NMD~~foster child whose ~~biological or adoptive~~ family is unable or unwilling to care
 23 for them, and who is in need of temporary or long-term substitute care.

24 4.144.5 ~~Foster Family Agency (FFA):~~ - Any organization engaged in the recruiting,
 25 ~~certifying~~approving, and training of, and providing professional support to, ~~Resource~~
 26 ~~Parents~~resource parents, or in finding homes for placement of children for temporary or permanent
 27 care who require ~~at that~~ level of care as an alternative to ~~an STRTP:~~a group home/Short-Term

1 Residential Therapeutic Program (STRTP).

2 4.15—~~Foster Child: A child or youth between the - Child~~ Child ages of birth (0) up to eighteen
3 ~~(0-18) years, referred for foster care services by ADMINISTRATOR to CONTRACTOR,~~ who is
4 ~~raised by someone that is not the child's natural or adoptive parent, and is under the jurisdiction~~
5 ~~of the juvenile court, or otherwise in the care of a county child welfare agency or probation~~
6 ~~department.~~

7 4.16—~~Health and Education Passport (HEP): Document available via the California Child~~
8 ~~Welfare Services Case Management System (CWS/CMS) that provides all current educational,~~
9 ~~medical, mental health, and dental information on a Foster Child/NMD.~~

10 4.17—~~Ice Breaker: Informal Foster Child/NMD-focused meeting involving FFA staff,~~
11 ~~COUNTY Social Workers, biological parents, and FFA caregivers held prior to, or soon after, a~~
12 ~~Foster Child/NMD is placed in out-of-home care to facilitate the sharing of information about the~~
13 ~~Foster Child/NMD and for team building between biological parents and FFA caregivers.~~

14 4.18—~~Individual Education Plan (IEP): An assessment procedure requested by parents,~~
15 ~~guardians, school staff, and/or other involved parties, to determine a youth's educational needs.~~

16 4.19—~~Minor: A person who is under the age of eighteen (18) years.~~

17 4.20—~~Needs and Services Plan: Written plan required by California Code of Regulations~~
18 ~~(CCR), Title 22, Division 6, Sections 84068.2 and 84268.2 relating to the licensing of community~~
19 ~~care facilities.~~

20 4.214.6~~Non-Minor Dependent (NMD): Pursuant to California~~ Juvenile Court pursuant to
21 ~~WIC Section 11400(v), a foster child who has attained the age of eighteen (18) years while in~~
22 ~~foster care and is younger than nineteen (19) years as of January 1, 2012; younger than twenty (20)~~
23 ~~years as of January 1, 2013; or younger than twenty-one (21) years as of January 1, 2014. The~~
24 ~~NMD must meet the goals outlined in his/her Transitional Independent Living Plan (TILP) Case~~
25 ~~Plan, and participate in six (6) month review hearing; and meets one (1) or more of the five (5)~~
26 ~~Extended Foster Care participation conditions. NMD may be in a Supervised Independent Living~~
27 ~~Placement (SILP) or placed in Extended Foster Care (EFC).300.~~

1 ~~4.22 — Nonrelative Extended Family Member (NREFM): An adult who has an established~~
 2 ~~familial relationship with a relative of a foster child or a familial or mentoring relationship with a~~
 3 ~~foster child as described in California WIC Section 362.7.~~

4 4.7 Intensive Services Foster Care (ISFC) - Serves foster children who require intensive
 5 services and behavioral supports, as well as foster children with specialized health care needs.

6 ~~4.23~~4.8 Notice of Hearing: - Notification by certified mail of Foster Child/~~NMD's~~ Non-
 7 Minor Dependent (NMD)'s dependency status review hearing. Included with the Notice of
 8 Hearing is the Summary of Recommendation for Disposition form, which is required to be
 9 provided to the Resource Parents having physical custody of the Foster Child/NMD, if the Foster
 10 Child/NMD is not residing with his/her parents.

11 4.9 Non-Relative Extended Family Member (NREFM) - An adult who has an
 12 established familial relationship with a relative of a child or a familial or mentoring relationship
 13 with a child as described in WIC Section 362.7.

14 4.10 Non-Minor Dependent (NMD) - Pursuant to WIC Section 11400(v): a foster child
 15 who has attained the age of eighteen (18) years, who remains placed in Extended Foster Care
 16 (EFC) under the supervision of the Social Services Agency (SSA) or Probation Department, and
 17 who may be in a Supervised Independent Living Placement (SILP) or placed in Extended Foster
 18 Care (EFC).

19 ~~4.24~~4.11 Permanency: - Safe, stable, sustainable, and committed relationship
 20 between a Foster Child/NMD and an adult across time and circumstances.

21 ~~4.25 — Placement Disruption: An occasion requiring the removal of a Foster Child/NMD~~
 22 ~~from the FFA certified home. Placement disruption may occur in conjunction with a CFT meeting~~
 23 ~~when the Foster Child/NMD is no longer compatible with the ability of the FFA home to manage~~
 24 ~~Foster Child/NMD's behavior, the security of the Foster Child/NMD is at risk, the Foster~~
 25 ~~Child/NMD's needs cannot be met by the RFA Home due to a Resource Family emergency, and/or~~
 26 ~~the juvenile court has ordered the Foster Child/NMD transferred.~~

27 ~~4.26 — Program Statement: Document prepared by the FFA, as required by CDSS~~
 28

1 ~~regulations, and filed with CCL, providing details of the day to day operations of the FFA,~~
 2 ~~including, but not limited to, staffing, training, therapy, selection criteria for Resource Parents,~~
 3 ~~intake criteria, and record-keeping.~~

4 ~~4.27 Psychosocial Assessment (also known as Family Evaluation): A component of the~~
 5 ~~permanency assessment, which includes a thorough evaluation of an applicant or Resource Family,~~
 6 ~~his or her family system dynamics and strengths, and areas where more support or resources may~~
 7 ~~be needed for more effective and quality parenting skills.~~

8 ~~4.28~~4.12 ~~Private Adoption Agency Reimbursement Program (PAARP):~~ - Governed
 9 by WIC Section 16122, which requires CDSS to reimburse private adoption agencies for otherwise
 10 unreimbursed costs incurred, in completing the adoptions of children who are eligible for AAP
 11 benefits because of age, membership in a sibling group, medical or psychological problems,
 12 adverse parental background or other circumstances that would make placement of the children
 13 especially difficult.

14 4.13 Psychosocial Assessment/Family Evaluation - A component of the Resource
 15 Family Approval (RFA) assessment, which includes a thorough evaluation of an applicant or
 16 Resource Family, his or her family system dynamics and strengths and areas where more support
 17 or resources may be needed for more effective and quality parenting skills.

18 4.14 Regional Center of Orange County (RCOC) - Coordinates lifelong services and
 19 supports for individual consumers with developmental disabilities, including, but not limited to:
 20 autism, epilepsy, cerebral palsy, and intellectual cognitive disabilities and their families.

21 ~~4.29~~4.15 ~~Relative:~~ - An adult who is related to a child by blood, adoption, or affinity
 22 within the fifth degree of kinship, including stepparents, stepsiblings, and all relatives whose status
 23 is preceded by the words “great,” “great-great,” or “grand” or the spouse of any of those persons
 24 even if the marriage was terminated by death or dissolution, as defined in WIC Section 11400.

25 ~~4.30~~4.16 ~~Resource Family: A related or unrelated/Parent - An~~ individual or couple
 26 ~~(formerly referred to as foster parent/family). NREFMs, and/or a relative that a County~~county
 27 determines to have successfully applied and met the ~~application and~~-assessment criteria necessary
 28

1 for providing ~~foster~~ care for a ~~child~~ Foster Child or NMD who is under the jurisdiction of the
 2 juvenile court, or otherwise in the care of a county child welfare agency or probation department.

3 ~~4.314.17~~ Resource Family Approval: ~~An applicant~~ (RFA) – When an Applicant or
 4 Resource Family ~~who~~ successfully meets the home environment assessment and
 5 ~~permanency~~ family evaluation assessment standards adopted pursuant to WIC Section 16519.5.

6 ~~4.324.18~~ Resource Family Approval (RFA) Program: - The single process ~~mandated~~
 7 ~~by CDSS~~ for approving ~~Resource Families~~ families for foster care, legal guardianship, and
 8 adoption.

9 ~~4.33~~ RFA Assigned Senior Social Worker: An SSA (SSW) - A social worker ~~within the~~
 10 ~~RFA program~~ assigned to a ~~Resource Family~~.

11 ~~4.34~~ RFA Guidelines: Requirements under CDSS for the RFA Program. The RFA
 12 ~~Guidelines govern how Psychosocial Assessments are completed.~~

13 ~~4.35~~ Senior Social Worker (SSW): An SSA employee classification that may be provide
 14 case ~~carrying~~ management and ~~responsible for a Foster Child/NMDs placement and care.~~

15 ~~4.36~~ School of Origin Travel Plan: Public Law 110-351 (Fostering Connections to
 16 ~~Success and Increasing Adoptions Act of 2008) amended Title IV-E of the Social Security Act to~~
 17 ~~ensure case plans include an educational stability plan for Foster Child/NMD while in foster care.~~
 18 ~~Public Law allows for the cost of reasonable travel for the Foster Child/NMD to remain in the~~
 19 ~~school of origin in which the child/NMD is enrolled at the time of placement as an allowable foster~~
 20 ~~care maintenance cost.~~

21 ~~4.374.19~~ Special Education Local Planning Agency (SELPA): Provides county wide
 22 support to ~~special education staff and administration to encourage high quality instructional and~~
 23 ~~professional practice.~~ a child, youth or family client.

24 ##

25 ~~4.384.20~~ Short-Term Residential Therapeutic Program (STRTP): - A residential
 26 facility operated by a public agency or private organization and licensed by Community Care
 27 Licensing Division (CCLD), a department of CDSS pursuant to Health and Safety Code (HSC)

1 Section 1562.01, that provides an integrated program of specialized and intensive care and
 2 supervision, services and supports, treatment, and short-term twenty-four (24) hour care and
 3 supervision to ~~foster children~~ Foster Children/NMDs.

4 4.21 Temporary Evaluation Community Homes (TECH) – FFA Homes, located within
 5 the geographic boundaries of Orange County, that can exclusively accept immediate placement of
 6 SSA referrals, on a temporary basis.

7 4.22 Treatment Foster Care Oregon (TFCO) - Intensive home-based services as an
 8 alternative to institutional, residential, and group care placements for children and youth with
 9 severe emotional and behavioral disorders.

10 5. DESCRIPTION OF SERVICES AND STAFFING

11 5.1 CONTRACTOR ~~shall~~ agrees to provide those services, facilities, equipment, and
 12 supplies, as described in the Exhibits ~~A and B, as applicable~~ to the Agreement between County of
 13 Orange and _____, _____ for the ~~Provision of~~ FFA Services and TECH,
 14 attached hereto and incorporated herein by reference: Exhibit ~~“A”~~ relating to FFA ~~General~~
 15 Services, ~~and~~ Exhibit ~~“B”~~ B relating to TECH, and Exhibit ~~C~~ relating to Psychosocial ~~Assessment~~
 16 ~~Services~~ Assessments/Family Evaluations. CONTRACTOR shall operate continuously throughout
 17 the term of this Agreement with the number and type of staff described and as required for
 18 provision of services hereunder.

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

22 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
 23 staff to attend an orientation session and subsequent training sessions given by COUNTY.

24 6. LICENSES AND STANDARDS

25 6.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 27 of
 26 this Agreement, who are subject to individual registration and/or licensing requirements, have all
 27 necessary licenses and permits required by the laws of the United States, State of California
 28

1 (hereinafter referred to as “State”), County of Orange, and all other appropriate governmental
 2 agencies to perform the services described in this Agreement, and agrees to maintain, and require
 3 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
 4 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
 5 such laws and licensure requirements, including, without limitation, compliance with laws
 6 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
 7 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
 8 becoming expired, inactive, etc.).

9 6.2 In the performance of this Agreement, CONTRACTOR shall comply with all
 10 applicable provisions of the ~~California Welfare and Institutions Code (WIC);~~ WIC; Title 45 of the
 11 Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
 12 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
 13 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of
 14 California, County of Orange, and County of Orange Social Services Agency, and all
 15 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist
 16 or be hereafter amended.

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

20 6.3 CONTRACTOR shall cooperate with the ~~California Department of Social Services~~
 21 ~~(CDSS)~~ on the implementation, monitoring, and evaluation of the State’s Child Abuse and Neglect
 22 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY
 23 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

24 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS CHANGE OF OWNERSHIP

25 7.1 Delegation and Assignment

26 7.1.1 In the performance of this Agreement, CONTRACTOR may neither
 27 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
 28

1 written consent of COUNTY. Any attempted delegation or assignment without prior written
 2 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
 3 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
 4 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
 5 benefits under the terms of this Agreement requiring COUNTY approval.

6 ~~7.2~~ ~~Subcontracts~~

7 7.1.2 COUNTY reserves the right to immediately terminate the Agreement in
 8 the event COUNTY determines that the assignee is not qualified or otherwise acceptable to
 9 COUNTY for the provision of services under the Agreement.

10 7.2 Change of Ownership

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

16 8. SUBCONTRACTS

17 ~~7.3.1~~ 8.1 CONTRACTOR shall not subcontract for services under this Agreement without
 18 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
 19 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
 20 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
 21 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
 22 ADMINISTRATOR may require.

23 ~~7.3.1~~ 8.1.1 Subcontracts of \$50,000 or less:

24 ~~7.3.1~~ 8.1.1.1 CONTRACTOR shall develop a standard form
 25 Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the
 26 purchase of services by CONTRACTOR when the cumulative total cost of the services to be
 27 provided by any organization is anticipated to ~~be~~ fifty thousand dollars (\$50,000) or less during
 28

1 the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be
2 the actual cost of providing services or the usual and customary charges established by the
3 organization(s) providing the services.

4 ~~7.3.2.1~~8.1.2 Subcontracts in excess of \$50,000:

5 ~~7.3.2.1~~8.1.2.1 CONTRACTOR shall develop and submit for
6 approval to ADMINISTRATOR a system for the procurement of subcontracts with any
7 organization in which the total cumulative cost of services provided by any single organization is
8 anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement.
9 CONTRACTOR's proposed procurement system shall take into consideration such factors as:
10 degree of price competition; pricing policies and techniques; experience and quality of service;
11 methods of evaluating subcontractor responsibility; relationship of subcontractor to
12 CONTRACTOR; and planning, award, and post-award management of subcontracts, including
13 internal audit procedures and monitoring of subcontractor's performance until completion of
14 services.

15 ~~7.3.2.2~~8.1.2.2 Upon ADMINISTRATOR's approval of
16 CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such
17 procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars
18 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain
19 ADMINISTRATOR's written consent prior to entering into a subcontract with any organization
20 when the total cumulative cost of services to be provided by that organization is anticipated to
21 exceed fifty thousand dollars (\$50,000) during the term of this Agreement.

22 ~~7.3.2.3~~8.1.2.3 CONTRACTOR and its subcontractor(s) shall
23 establish and maintain accurate and complete financial records related to services provided under
24 the terms of this Agreement. Such records may be subject to the satisfaction of
25 ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a
26 period of five (5) years, or until any pending audit is completed.

1 8.9. FORM OF BUSINESS ORGANIZATION ~~AND REAL PROPERTY~~
 2 DISCLOSURE/NAME CHANGE

3 8.19.1 Form of Business Organization

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

7 8.1.19.1.1 The form of CONTRACTOR's business organization, i.e.,
 8 proprietorship, partnership, corporation, etc.

9 8.1.29.1.2 A detailed statement indicating the relationship of CONTRACTOR,
 10 by way of ownership or otherwise, to any parent organization or individual.

11 8.1.39.1.3 A detailed statement indicating the relationship of CONTRACTOR
 12 to any subsidiary business organization or to any individual who may be providing services,
 13 supplies, material, or equipment to CONTRACTOR or in any manner does business with
 14 CONTRACTOR under this Agreement.

15 8.29.2 Change in Form of Business Organization

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

23 9.3 Name Change

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

9.10. NON-DISCRIMINATION

~~9.1~~10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

~~9.2~~10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph ~~9~~10 et seq.

~~9.3~~10.3 Non-Discrimination in Employment

~~9.3.1~~10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

~~9.3.2~~10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

~~9.3.3~~10.3.3 CONTRACTOR shall refer any and all employees desirous of filing

1 a formal discrimination complaint to:

2 California Department of ~~Social Services~~ Fair Employment

3 ~~Public Inquiry and Response Bureau~~

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

5 ~~Sacramento~~ 2218 Kausen Drive, Suite 100

6 Elk Grove, CA 95814 95758

7 Telephone: (800) ~~952-5253~~ 884-1684

8 (800) ~~952-8349 (For the hard of hearing~~ 700-2320

9 (TTY)

10 ~~9.4~~ 10.4 Non-Discrimination in Service Delivery

11 ~~9.4.1~~ 10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil
 12 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the
 13 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
 14 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
 15 amended; California Civil Code Section 51 et seq., as amended; California Government Code
 16 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
 17 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
 18 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
 19 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
 20 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
 21 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 22 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
 23 amended. CONTRACTOR shall not implement any administrative methods or procedures which
 24 would have a discriminatory effect or which would violate the ~~California Department of Social~~
 25 ~~Services (CDSS)~~ CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100.
 26 If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions
 27 or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5,

1 or any other laws, or the issue may be referred to the appropriate federal agency for further
2 compliance action and enforcement of Subparagraph [10.49.4](#) et seq.

3 ~~9.4.2~~[10.4.2](#) CONTRACTOR shall provide any and all clients desirous of filing
4 a formal complaint any and all information as appropriate:

5 ~~9.4.2.1~~[10.4.2.1](#) Pamphlet: “Your Rights Under California Welfare
6 Programs” (PUB 13)

7 ~~9.4.2.2~~[10.4.2.2](#) Discrimination Complaint Form

8 ~~9.4.2.3~~[10.4.2.3](#) Civil Rights Contacts:

9 County Civil Rights Contact:

10 Orange County Social Services Agency

11 Program Integrity

12 Attn: Civil Rights Coordinator

13 P.O. Box 22001

14 Santa Ana, CA 92702-2001

15 Telephone: (714) 438-8877

16 State Civil Rights Contact:

17 California Department of Social Services

18 Civil Rights Bureau

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

20 Sacramento, CA 94244-2430

21 Federal Civil Rights Contact:

22 U.S. Department of Health and Human Services

23 Office of Civil Rights

24 50 U.N. Plaza, Room 322

25 San Francisco, CA 94102

26 [10.4.3 The following websites provide Civil Rights information, publications](#)
27 [and/or forms:](#)

1 [10.4.3.1 http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf](http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf) (*Pub 470 - Your rights Under Adult Protective Services*)

2
3 [10.4.3.2 http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program](http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program) (*Pub 13 – Your Rights Under California Welfare Programs*)

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6 [10.4.3.3 http://ssa.ocgov.com/about/services/contact/complaints/compliance](http://ssa.ocgov.com/about/services/contact/complaints/compliance) (*SSA Contractor and Vendor Compliance page*)

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8 ~~10.11.~~ NOTICES

9 ~~10.11.1~~ 11.1 All notices, requests, claims, correspondence, reports, statements
10 authorized or required by this Agreement, and/or other communications shall be addressed as
11 follows:

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

CONTRACTOR: _____

##

~~10.2~~11.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

~~11.~~12. 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.~~13. INDEMNIFICATION

~~12.1~~13.1 CONTRACTOR ~~shall~~agrees to indemnify, defend with counsel approved

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

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12 ~~13.~~14. INSURANCE

13 ~~13.1~~14.1 Prior to the provision of services under this Agreement, CONTRACTOR
 14 ~~shall~~agrees to purchase all required insurance at CONTRACTOR's expense, including all
 15 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
 16 Agreement have been complied with. CONTRACTOR ~~shall~~agrees to keep such insurance
 17 coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during
 18 the entire term of this Agreement. In addition, all subcontractors performing work on behalf of
 19 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 20 conditions as set forth herein for CONTRACTOR.

21 ~~13.2~~14.2 CONTRACTOR shall ensure that all subcontractors performing work on
 22 behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's
 23 insurance as an Additional Insured or maintain insurance subject to the same terms and conditions
 24 as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work
 25 if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
 26 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
 27 requirements to every subcontractor and to receive proof of insurance prior to allowing any
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1 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
 2 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
 3 reasonable time.

4 ~~13.3~~14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate
 5 of Insurance. Any ~~self-insured retention (SIR)~~ in an amount in excess of fifty thousand dollars
 6 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
 7 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
 8 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
 9 provision(s) in the Agreement, agrees to all of the following:

10 ~~13.3.1~~14.3.1 In addition to the duty to indemnify and hold COUNTY harmless
 11 against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
 12 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
 13 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
 14 same; and

15 ~~13.3.2~~14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute
 16 and irrespective of any duty to indemnify or hold harmless; and

17 ~~13.3.3~~14.3.3 The provisions of California Civil Code Section 2860 shall apply to
 18 any and all actions to which the duty to defend stated above applies, and
 19 ~~CONTRACTOR'S~~CONTRACTOR's SIR provisions shall be interpreted as though
 20 CONTRACTOR was an insurer and COUNTY was the insured.

21 ~~13.4~~14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
 22 the full term of this Agreement, COUNTY may terminate this Agreement.

23 ~~13.5~~14.5 Qualified Insurer

24 ~~13.5.1~~14.5.1 The policy or policies of insurance ~~required herein~~ must be issued
 25 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size
 26 Category as determined by the most current edition of the Best's Key Rating Guide/Property-
 27 Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be
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1 licensed to do business in the state of California (California Admitted Carrier).

2 ~~13.6~~14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
3 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
4 the company's performance and financial ~~rating~~ratings.

5 ~~13.7~~14.7 The policy or policies of insurance maintained by CONTRACTOR shall
6 provide the minimum limits and coverage as set forth below:

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

7 ~~13.8~~14.8 Required Coverage Forms

8 ~~13.8.1~~14.8.1 Commercial General Liability coverage shall be written on
9 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage
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1 at least as broad.

2 ~~13.8.2~~14.8.2 Business Auto Liability coverage shall be written on ISO form CA
3 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

4 ~~13.9~~14.9 Required Endorsements

5 ~~13.9.1~~14.9.1 Commercial General Liability policy shall contain the following
6 endorsements, which shall accompany the Certificate of Insurance:

7 ~~13.9.1.1~~14.9.1.1 An Additional Insured endorsement using ISO form
8 CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed
9 officials, officers, agents and employees, as Additional Insureds or provide blanket coverage,
10 which will state AS REQUIRED BY WRITTEN CONTRACT.

11 ~~13.9.1.2~~14.9.1.2 A primary non-contributing endorsement using ISO
12 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is
13 primary and any insurance or self-insurance maintained by the County of Orange shall be excess
14 and non-contributing.

15 ~~13.9.2~~14.9.2 The Network Security and Privacy Liability policy shall contain the
16 following endorsements which shall accompany the Certificate of Insurance.

17 ~~13.9.2.1~~14.9.2.1 An Additional Insured endorsement naming the
18 County of Orange, its elected and appointed officials, officers, agents and employees as Additional
19 Insureds for its vicarious liability.

20 ~~13.9.2.2~~14.9.2.2 A primary and non-contributing endorsement
21 evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance
22 maintained by the County of Orange shall be excess and non-contributing.

23 ~~13.10~~14.10 The Workers' Compensation policy shall contain a waiver of subrogation
24 endorsement waiving all rights of subrogation against the County of Orange, its elected and
25 appointed officials, officers, agents and employees or provide blanket coverage, which will state
26 AS REQUIRED BY WRITTEN CONTRACT.

27 ~~13.11~~14.11 All insurance policies required by this Agreement shall waive all rights of
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1 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
 2 employees when acting within the scope of their appointment or employment.

3 ~~13.12~~14.12 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 provide a copy of
 5 the cancellation notice to COUNTY. Failure to provide written notice of cancellation may
 6 constitute a material breach of the contract, upon which the COUNTY may suspend or terminate
 7 this Agreement.

8 ~~13.13~~14.13 If CONTRACTOR's Professional Liability and/or Network Security ~~and~~&
 9 Privacy Liability ~~policies~~policy are a "claims made" ~~policies~~policy, CONTRACTOR shall agree
 10 to maintain Professional Liability and/or Network Security ~~and~~& Privacy Liability coverage for
 11 two (2) years following completion of this Agreement.

12 ~~13.14~~14.14 The Commercial General Liability policy shall contain a severability of
 13 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001
 14 policy).

15 ~~13.15~~14.15 Insurance certificates should be mailed to COUNTY at the address
 16 indicated in Paragraph ~~11~~10 of this Agreement.

17 ~~13.16~~14.16 If CONTRACTOR fails to provide the insurance certificates and
 18 endorsements within seven (7) days of notification by CEO/County Procurement Office or
 19 ADMINISTRATOR, award may be made to the next qualified proponent.

20 ~~13.17~~14.17 COUNTY expressly retains the right to require CONTRACTOR to increase
 21 or decrease insurance of any of the above insurance types throughout the term of this Agreement.
 22 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
 23 appropriate to adequately protect COUNTY.

24 ~~13.18~~14.18 COUNTY shall notify CONTRACTOR in writing of changes in the
 25 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of
 26 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of
 27 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,
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1 and COUNTY shall be entitled to all legal remedies.

2 ~~13.19~~14.19 The procuring of such required policy or policies of insurance shall not be
 3 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification
 4 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage
 5 and limits available from the insurer.

6 ~~14.15.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

9 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against
 10 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
 11 under this Agreement. While CONTRACTOR is required to provide this information without
 12 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
 13 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

14 ~~14.1~~15.2 Any accident or incident relating to services performed under this
 15 Agreement that involves injury or property damage which may result in the filing of a claim or
 16 lawsuit against CONTRACTOR and/or COUNTY.

17 ~~14.2~~15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from
 18 or relating to services performed by CONTRACTOR under this Agreement.

19 ~~14.3~~15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY
 20 property.

21 ~~14.4~~15.5 Any loss, disappearance, destruction, misuse or theft of any kind
 22 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the
 23 term of this Agreement.

24 15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
 25 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
 26 of service location or jurisdiction.

27 ~~15.16.~~ CONFLICT OF INTEREST

1 ~~15.16.1~~ 16.1 ~~The~~ CONTRACTOR shall exercise reasonable care and diligence to
 2 prevent any actions or conditions that could result in a conflict with ~~the best~~ COUNTY interests ~~of~~
 3 COUNTY. ~~This.~~ In addition to the CONTRACTOR, this obligation shall apply to
 4 CONTRACTOR, CONTRACTOR's employees, agents, and subcontractors associated with
 5 ~~accomplishing work~~ the provision of goods and services ~~hereunder.~~ provided under this Agreement.
 6 The CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to~~
 7 ~~prevent~~ rules and procedures preventing its employees, agents, and subcontractors from providing;
 8 or offering gifts, entertainment, payments, loans, or other considerations which could be deemed
 9 to influence or appear to ~~influence~~ COUNTY staff or elected officers ~~from acting in the best~~
 10 ~~interests~~ performance of COUNTY. ~~their duties.~~

11 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
 12 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
 13 Agreement performance. While CONTRACTOR will be required to provide this information
 14 without prompting from COUNTY any time there is a change regarding conflict of interest,
 15 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16 ~~16.17.~~ ANTI-PROSELYTISM PROVISION

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

21 ~~17.18.~~ SUPPLANTING GOVERNMENT FUNDS

22 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the
 23 purposes of this Agreement with any funds made available under this Agreement.
 24 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
 25 COUNTY with respect to, that portion of its obligations which have been paid by another source
 26 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
 27 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,
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1 State, or COUNTY funds under any federal, State, or COUNTY program without prior written
2 approval of ADMINISTRATOR.

3 ~~18.19.~~ BREACH SANCTIONS

4 ~~18.1.1~~ 19.1.1 Failure by CONTRACTOR to comply with any of the provisions,
5 covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such
6 event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies
7 available at law, in equity, or otherwise specified in this Agreement:

8 ~~18.1.1~~ 19.1.1 Afford CONTRACTOR a time period within which to cure the
9 breach, which period shall be established by ADMINISTRATOR; and/or

10 ~~18.1.2~~ 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the
11 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later
12 recovery; and/or

13 ~~18.1.3~~ 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid
14 by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2~~18.1.2~~ above.

15 ~~18.2~~ 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
16 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

17 ~~19.20.~~ PAYMENTS -- FFA ~~GENERAL SERVICES~~

18 ~~19.1.20.1~~ Residential Care:

19 ~~19.1.1~~ 20.1.1 During the term of this Agreement, COUNTY shall pay
20 ~~CONTRACTOR~~ Contractor monthly in arrears, the rate of reimbursement for the services provided
21 under this Agreement as established by the State of California in CDSS MPP, Division 11, Section
22 11-403. -Payments shall accrue from the date a Foster Child/NMD is placed and terminate on the
23 date before the Foster Child/NMD is discharged from ~~CONTRACTOR's~~ Contractor's RFA
24 ~~Home~~ home.

25 ~~19.1.2~~ 20.1.2 Upon written approval by COUNTY ~~Social Worker~~ SSW,
26 COUNTY may continue to pay for foster care for up to fourteen (14) days when a Foster
27 Child/NMD leaves CONTRACTOR's ~~RFA~~ Resource Family Home prior to the planned discharge
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1 date (e.g., runaway), if CONTRACTOR has agreed to take Foster Child/NMD back immediately
2 upon notice during the period of continued payment.

3 20.1.3 CONTRACTOR shall provide written notice to COUNTY within thirty
4 (30) days of the receipt of a payment for an Orange County placement which is inconsistent with
5 the period of placement and results in an overpayment or an underpayment

6 20.2 Medical Costs

7 20.2.1 It is anticipated that any medical costs for Foster Child/NMD placed by
8 COUNTY under this Agreement shall be paid by the State Medi-Cal program during such periods
9 as the Foster Child/NMD is eligible for health care services under that program.

10 20.2.2 If Foster Child/NMD is ineligible for Medi-Cal services, CONTRACTOR
11 shall notify COUNTY SSW and specify the medical payment needed and approximate cost, as
12 determined by the medical provider. Except in emergencies, written authorization by COUNTY
13 SSW must be obtained prior to incurring any medical expenses not covered by Medi-Cal.
14 COUNTY may pay for medical services if deemed necessary, in accordance with COUNTY
15 “Special Needs: COUNTY Funding” procedure, if Medi-Cal rejects coverage. In all
16 circumstances, COUNTY will reimburse based on Medi-Cal rates.

17 20.2.3 CONTRACTOR shall be responsible for controlling the use of each
18 Foster Child/NMD’s Medi-Cal proof-of-eligibility card.

19 21. PAYMENTS - TECH

20 21.1 Maximum Contractual Obligation

21 The maximum obligation for the TECH Services portion of this Agreement is
22 \$335,000.

23 21.2 Allowable Costs and Usage

24 21.2.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR
25 monthly in arrears, at the rate of seven hundred and sixty dollars (\$760) per month, per bed.

26 21.2.2 Payment of the TECH rate to the CONTRACTOR will continue once a
27 Child is placed in the home when foster care payments commence.

1 21.2.3 Payment of the monthly TECH rate will be reduced by a pro-rated daily
 2 rate of \$25 per day for every day that a TECH bed is not made available by the CONTRACTOR
 3 when placement is requested, and will return to the monthly TECH rate when a TECH bed is made
 4 available.

5 21.2.4 CONTRACTOR shall not be paid the TECH rate when they are on hold
 6 or otherwise ineligible for accepting placements from SSA.

7 21.2.5 CONTRACTOR shall not be paid the TECH rate for beds that are in
 8 homes that are on hold or otherwise ineligible for accepting placements from SSA.

9 21.2.6 Payment of the TECH rate will stop if the status of a placement of a Child
 10 is changed, by mutual agreement between the CONTRACTOR and SSA, from TECH to long-
 11 term. Payment of the TECH rate will resume if the CONTRACTOR makes another TECH bed
 12 available.

13 ~~19.1.3~~ 21.2.7 CONTRACTOR shall provide written notice to COUNTY within
 14 thirty (30) days of the receipt of a payment for an Orange County placement which is inconsistent
 15 with the period of placement and results in an overpayment or an underpayment.

16 ~~19.2~~ ~~Medical Costs:~~

17 ~~19.2.1~~ ~~It is anticipated that any medical costs for Foster Child/NMD placed by~~
 18 ~~COUNTY under this Agreement shall be paid the State Medi-Cal program during such periods as~~
 19 ~~the Foster Child/NMD is eligible for health care services under that program.~~

20 ~~19.2.21.1.1~~ ~~If Foster Child/NMD is ineligible for Medi-Cal services,~~
 21 ~~CONTRACTOR shall notify COUNTY Social Worker and specify the medical payment needed~~
 22 ~~and approximate cost, as determined by the medical provider. Except in emergencies, written~~
 23 ~~authorization by COUNTY Social Worker must be obtained prior to incurring any medical~~
 24 ~~expenses not covered by Medi-Cal. COUNTY may pay for medical services if deemed necessary,~~
 25 ~~in accordance with COUNTY "Special Needs: County Funding" procedure, if Medi-Cal rejects~~
 26 ~~coverage. In all circumstances, COUNTY will reimburse based on Medi-Cal rates.~~

27 ~~19.2.31.1.1~~ ~~CONTRACTOR shall be responsible for controlling the use of each~~
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~~Foster Child/NMD's Medi-Cal proof of eligibility card.~~

~~20.22. PAYMENTS - COMPLETED PSYCHOSOCIAL ASSESMENT COMPLETED~~
PSYCHOSOCIAL ASSESSMENTS/FAMILY EVALUATIONS

~~20.122.1~~ 20.222.1 Maximum ~~Contract~~Contractual Obligation

The maximum obligation for the FFA Psychosocial Assessment services portion of this Agreement is \$~~200~~24,000—~~annually~~. ~~___~~ Referred ~~psychosocial assessments~~Psychosocial Assessments/Family Evaluations will be completed on ~~County Resource Family Approval (COUNTY RFA)~~ homes in effort to assist SSA with expediting the approval process for COUNTY RFA applicants. ~~FFAs participating in these services will be paid on a fee for service basis, \$2,000 per completed psychosocial assessment.~~

~~20.222.2~~ 20.222.2 Subparagraphs ~~20.3 and 20.422.3~~ and 23 are applicable to CONTRACTORS providing psychosocial assessment services as specified in Exhibit ~~B-C~~.

~~20.322.3~~ 20.222.3 Allowable Costs and Usage:

~~20.3.1~~22.3.1 COUNTY does not guarantee CONTRACTOR any specified minimum number of referrals or minimum sum of money during the term of this Agreement. CONTRACTOR shall provide services requested as needed by COUNTY, at the compensation structure agreed upon in this Agreement, regardless of the quantity of referrals made by COUNTY.

~~20.3.2~~22.3.2 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, two thousand dollars (\$2,000), as applicable for each completed Psychosocial Assessments referred subject to any exclusions or limitations specified in Exhibit ~~B-C~~. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price listed above, regardless of the number of referrals from COUNTY.

~~##~~

~~21.23.~~ 21.23. Claims:

~~21.123.1~~ 21.23.1 CONTRACTOR shall submit monthly claims ~~for referred psychosocial~~

1 ~~assessment~~ to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day
 2 of the month for expenses incurred in the preceding month. In the event the twentieth (20th)
 3 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the
 4 next business day. COUNTY holidays include New Year's Day, Martin Luther King Day,
 5 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day,
 6 Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas
 7 Day.

8 ~~21.223.2~~ 21.223.2 All claims must be submitted on a form approved by ADMINISTRATOR.
 9 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
 10 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
 11 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
 12 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
 13 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
 14 shall retain all financial records in accordance with Paragraph ~~26~~23 of this Agreement.

15 ~~21.323.3~~ 21.323.3 Payments should be released by COUNTY within a reasonable time period
 16 of approximately thirty (30) days after receipt of a correctly completed claim form and required
 17 supporting documentation.

18 ~~21.423.4~~ 21.423.4 Year-End and Final Claims:

19 ~~21.4.1~~23.4.1 During each COUNTY fiscal year, July 1 through June 30, covered
 20 under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1st through
 21 June 15th and June 16th through June 30th) for the month of June which shall require
 22 CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY
 23 determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY
 24 will provide written notification to CONTRACTOR by the 15th of May of each corresponding
 25 fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

26 ~~21.4.2~~23.4.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal
 27 year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph ~~1,1,~~
 28

1 by no later than August 30th of each corresponding COUNTY fiscal year.- Claims received after
 2 August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole
 3 discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final
 4 claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

5 ~~21.4.3~~23.4.3 The basis for final settlement shall be the actual allowable costs as
 6 defined in Title 45 CFR and 2 CFR, Part ~~230~~200, incurred and paid by CONTRACTOR pursuant
 7 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
 8 any overpayment has been made, COUNTY may offset the amount of the overpayment against
 9 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
 10 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
 11 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
 12 been made.

13 ~~22.24.~~ OVERPAYMENTS

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

26 ~~23.25.~~ OUTSTANDING DEBT

27 CONTRACTOR shall have no outstanding debt with ~~ADMINISTRATOR~~COUNTY, or
 28

1 shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to
 2 entering into and during the term of this Agreement.

3 ~~24.26.~~ 26. RECORDS, INSPECTIONS, AND AUDITS

4 ~~24.126.1~~ 26.1 Financial Records

5 ~~24.1.126.1.1~~ 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
 6 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
 7 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
 8 State, and federal audits are completed, whichever is later.

9 ~~24.1.226.1.2~~ 26.1.2 CONTRACTOR shall establish and maintain reasonable
 10 accounting, internal control, and financial reporting standards in conformity with generally
 11 accepted accounting principles established by the American Institute of Certified Public
 12 Accountants and to the satisfaction of ADMINISTRATOR.

13 ~~24.226.2~~ 26.2 Client Records

14 ~~24.2.126.2.1~~ 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete
 15 records of clients served and dates and type of services provided under the terms of this Agreement
 16 in a form acceptable to ADMINISTRATOR.

17 ~~##~~

18 ~~24.2.226.2.2~~ 26.2.2 CONTRACTOR shall keep all COUNTY data provided to
 19 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the
 20 date of final payment under this Agreement, or until all pending COUNTY, State, and federal
 21 audits are completed, whichever is later. These records shall be stored in Orange County, unless
 22 CONTRACTOR requests and COUNTY provides written approval for the right to store the
 23 records in another county. Notwithstanding anything to the contrary, upon termination of this
 24 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY
 25 in accordance with Subparagraph ~~41.2.44.2.~~

26 ~~24.2.326.2.3~~ 26.2.3 COUNTY may refuse payment for a claim if client records are
 27 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined
 28

1 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment
2 as an overpayment within the provisions of this Agreement.

3 ~~24.3~~26.3 Public Records

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

7 ~~24.4~~26.4 Inspections and Audits

8 ~~24.4.1~~26.4.1 The U.S. Department of Health and Human Services, Comptroller
9 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
10 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
11 representatives, shall have access to any books, documents, papers, and records, including medical
12 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement.
13 Further, all the above mentioned persons have the right at all reasonable times to inspect or
14 otherwise evaluate the work performed or being performed under this Agreement and the premises
15 in which it is being performed.

16 ~~24.4.2~~26.4.2 CONTRACTOR shall make its books and records available within
17 the borders of Orange County within ten (10) days of receipt of written demand by
18 ADMINISTRATOR.

19 ~~24.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and
20 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
21 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
22 obtain CONTRACTOR's books and records.

23 ~~24.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
24 COUNTY's liability to the State or Federal Government or any agency thereof resulting from any
25 disallowances or other audit exceptions to the extent that such liability is attributable to
26 CONTRACTOR's failure to perform under this Agreement.

27 ~~24.5~~26.5 Evaluation Studies

1 CONTRACTOR shall participate, as requested by COUNTY, in research and/or
 2 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's
 3 services or provide information about CONTRACTOR's project.

4 ~~25-27.~~ PERSONNEL DISCLOSURE

5 27.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services
 6 through this Agreement, paid and unpaid, including those identified in Paragraph 18 of Exhibit A
 7 and Paragraph 9 of Exhibit C (hereinafter referred to as "Personnel").

8 ~~25.1.2~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list
 9 of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications.
 10 Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a
 11 copy of a résumé and/or job application. The list shall include:

12 ~~25.1.1~~27.2.1 Names and dates of birth of all ~~full or part-time personnel by title,~~
 13 ~~including volunteer personnel~~Personnel by title, whose direct services are required to provide the
 14 programs described herein;

15 ##

16 ~~25.1.2~~27.2.2 A brief description of the functions of each position and the hours
 17 each person works each week, or for part-time ~~personnel~~Personnel, each day or month, as
 18 appropriate;

19 ~~25.1.3~~27.2.3 The professional degree, if applicable, and experience required for
 20 each position; and

21 ~~25.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

22 ~~25.2~~27.3 Where authorized by law, and in a manner consistent with California
 23 Government Code §12952, CONTRACTOR shall require prospective ~~employees~~Personnel to
 24 provide detailed information regarding the conviction of a crime, by any court, for offenses other
 25 than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any
 26 prospective ~~employee~~Personnel shall be cause for termination from the performance of services
 27 under this Agreement.

1 ~~25.3~~27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 2 COUNTY, a clearance on the following public websites of the names and dates of birth for all
 3 ~~employees and/or volunteers~~Personnel who will have direct, interactive contact with clients served
 4 through this Agreement: U.S. Department of Justice National Sex Offender Website
 5 (www.nsopw.gov) and Megan's Law Sex Offender Registry
 6 (~~www.meganslaw.ca.gov~~)(www.meganslaw.ca.gov).

7 ~~25.4~~27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 8 COUNTY, a criminal record background check on all ~~employees (direct service and~~
 9 ~~administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-~~
 10 ~~kind staff, etc.)~~Personnel who will have direct, interactive contact with clients served through this
 11 Agreement. Background checks conducted through the California Department of Justice shall
 12 include a check of the California Central Child Abuse Index, when applicable. Candidates will
 13 satisfy background checks consistent with this Paragraph and their performance of services under
 14 this Agreement.

15 ~~25.5~~27.6 CONTRACTOR shall ensure that clearances and background checks
 16 described in Subparagraphs ~~24.3~~27.4 and ~~24.4~~27.5 are completed prior to CONTRACTOR's
 17 ~~personnel~~Personnel providing services under this Agreement.

18 ~~25.6~~27.7 In the event a record is revealed through the processes described in
 19 Subparagraphs ~~24.3~~27.4 and ~~24.4, 27.5,~~ COUNTY will be available to consult with
 20 CONTRACTOR on appropriateness of ~~personnel~~Personnel providing services through this
 21 Agreement.

22 ~~25.7~~27.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel
 23 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work
 24 records and/or reference checks indicating their ability to perform the required duties and accept
 25 the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain
 26 records of background investigations and reference checks undertaken and coordinated by
 27 CONTRACTOR for ~~each employee and/or volunteer~~Personnel assigned to provide services under
 28

1 this Agreement, for a minimum of five (5) years from the date of final payment under this
 2 Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is
 3 later, in compliance with all applicable laws.

4 ~~25.8~~27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
 5 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~
 6 ~~employee and/or volunteer staff~~Personnel performing services under this Agreement, when such
 7 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether
 8 such ~~employee and/or volunteer~~Personnel may continue to provide services under this Agreement
 9 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's
 10 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this
 11 Agreement, pursuant to Paragraph ~~19~~18 above.

12 ##

13 ~~25.9~~27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
 14 ~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's
 15 ~~staff~~Personnel.

16 ~~25.10~~27.11 COUNTY shall have the right to require CONTRACTOR to remove any
 17 ~~employee~~Personnel from the performance of services under this Agreement. At the request of
 18 COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~Personnel.

19 ~~25.11~~27.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~Personnel
 20 is terminated for cause from working on this Agreement.

21 ~~25.12~~27.13 Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to this
 22 Paragraph ~~24~~27 shall not relieve CONTRACTOR of its obligation to complete all work in
 23 accordance with the terms and conditions of this Agreement.

24 ~~26.28.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

12 27.29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

13 27.29.1 CONTRACTOR certifies it is in full compliance with all applicable federal
 14 and State reporting requirements regarding its employees and with all lawfully served Wage and
 15 Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance
 16 throughout the term of the Agreement with the County of Orange. Failure to comply shall
 17 constitute a material breach of the Agreement and failure to cure such breach within sixty (60)
 18 calendar days of notice from the COUNTY shall constitute grounds for termination of the
 19 Agreement.

20 27.29.2 In the case of an individual contractor or contractor doing business in a form
 21 other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30)
 22 days of the award of this Agreement:

23 27.2.129.2.1 ~~His~~ His/her name, date of birth, Social Security ~~Number~~number, and
 24 residence address; or

25 27.2.229.2.2 In the case of a contractor doing business in a form other than as an
 26 individual, the name, ~~data~~date of birth, Social Security ~~Number~~number, and residence address of
 27 each individual who owns an interest of ten percent (10%) or more in the contracting entity.

1 ~~27.3~~29.3 It is expressly understood that this data will be transmitted to governmental
2 agencies charged with the establishment and enforcement of child support orders, and for no other
3 purpose.

4 ~~28.30.~~ CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

5 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
6 that all employees, agents, subcontractors, and all other individuals performing services under this
7 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
8 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
9 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
10 agents, subcontractors, and all other individuals performing services under this Agreement to sign
11 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
12 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
13 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
14 they now exist or as they may hereafter be amended.

15 ~~29.31.~~ NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
16 LAW

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

21 ~~30.32.~~ CONFIDENTIALITY

22 ~~30.1~~32.1 CONTRACTOR agrees to maintain the confidentiality of its records
23 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other
24 provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality,
25 as each may now exist or be hereafter amended.

26 ~~30.2~~32.2 All records and information concerning any and all persons referred to
27 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
28

1 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
 2 individuals performing services under this Agreement. CONTRACTOR shall require all of its
 3 employees, agents, subcontractors, and all other individuals performing services under this
 4 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
 5 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
 6 of this Agreement.

7 ~~30.3~~32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,
 8 and all other individuals performing services under this Agreement of this provision and that any
 9 person violating the provisions of said California state law may be guilty of a crime.

10 ~~30.4~~32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be
 11 subject to the confidentiality requirements of this Agreement.

12 ~~30.5~~32.5 CONTRACTOR agrees to maintain the confidentiality of its records with
 13 respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes,
 14 caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or
 15 may hereafter be amended.

16 ~~30.5.1~~32.5.1 No access, disclosure, or release of information regarding a child
 17 who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If
 18 authorization is in doubt, no such information shall be released without the written approval of a
 19 Judge of the Juvenile Court.

20 ~~30.5.2~~32.5.2 CONTRACTOR must receive prior written approval of the Juvenile
 21 Court before allowing any child to be interviewed, photographed, or recorded by any publication
 22 or organization, or to appear on any radio, television, or internet broadcast or make any other
 23 public appearance. Such approval shall be requested through child's ~~Social Worker~~SSW.

24 ~~31.33.~~ SECURITY

25 ~~31.1~~33.1 Security Requirements

26 ~~31.1.1~~33.1.1 CONTRACTOR agrees to maintain the confidentiality of all
 27 COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to
 28

1 privacy and confidentiality that currently exists or exists at any time during the term of this
 2 Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain
 3 during the term of this Agreement administrative, physical, and technical safeguards to reasonably
 4 protect private and confidential client information, to protect against anticipated threats to the
 5 security or integrity of COUNTY data, and to protect against unauthorized physical or electronic
 6 access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

7 ~~31.1.1.1~~33.1.1.1 Storage of confidential paper files that ensures
 8 records are secured, handled, transported, and destroyed in a manner that prevents unauthorized
 9 access.

10 ~~31.1.1.2~~33.1.1.2 Control of access to physical and electronic records
 11 to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of
 12 contract services.

13 ~~31.1.1.3~~33.1.1.3 Control to prevent unauthorized access and to
 14 prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

15 ~~31.1.1.4~~33.1.1.4 Firewall protection.

16 ~~31.1.1.5~~33.1.1.5 Use of encryption methods of electronic COUNTY
 17 data while in transit from CONTRACTOR networks to external networks, when applicable.

18 ~~31.1.1.6~~33.1.1.6 Measures to securely store all COUNTY data,
 19 including, but not be limited to, encryption at rest and multiple levels of authentication and
 20 measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior
 21 written consent. CONTRACTOR further represents and warrants that it has implemented and will
 22 maintain during the term of this Agreement administrative, technical, and physical safeguards and
 23 controls consistent with State and federal security requirements.

24 ~~31.2~~33.2 Security Breach Notification

25 ~~31.2.1~~33.2.1 CONTRACTOR shall have policies and procedures in place for the
 26 effective management of Security Breaches, as defined below. In the event of any actual,
 27 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
 28

1 experiences or learns of that either compromises or could reasonably be expected to comprise
 2 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
 3 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
 4 notification, CONTRACTOR shall, at its own expense, immediately:

5 ~~31.2.1.1~~33.2.1.1 Investigate to determine the nature and extent of the
 6 Security Breach.

7 ~~31.2.1.2~~33.2.1.2 Contain the incident by taking necessary action,
 8 including, but not limited to, attempting to recover records, revoking access, and/or correcting
 9 weaknesses in security.

10 ~~31.2.1.3~~33.2.1.3 Report to COUNTY the nature of the Security
 11 Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or
 12 received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any
 13 harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR
 14 has taken or will take to prevent future similar unauthorized use or disclosure.

15 ~~31.2.2~~33.2.2 The COUNTY, ~~at~~in its sole discretion and on a case-by-case basis,
 16 will determine what actions are necessary in response to the Security Breach and who will perform
 17 these actions. Actions may include, but are not limited to: notifications; investigation and
 18 remediation costs, including notification of all whose personal information was disclosed; outside
 19 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
 20 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
 21 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
 22 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
 23 required actions.

24 ~~32.34.~~ COPYRIGHT ACCESS

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

33.35. WAIVER

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

34.36. PETTY CASH

CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed one thousand dollars (\$1,000).

35.37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

##

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

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

35.2.3.137.2.3.1 Any commercial product or service; and;

~~35.2.3.2~~37.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

~~35.2.4~~37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

~~36.38.~~ REFERRALS

~~36.1~~38.1 FFA ~~General~~ Services

~~36.1.1~~38.1.1 CONTRACTOR shall not refuse individuals without approval of and concurrence by the ADMINISTRATOR.

~~36.1.2~~38.1.2 CONTRACTOR shall ensure referred Foster Child~~(ren)~~(ren)/NMDs ~~individuals~~ are placed within seventy-two (72) hours from the date of referral, unless otherwise authorized by ADMINISTRATOR.

38.2 TECH Services

CONTRACTOR shall not refuse referred Foster Child(ren)/NMDs without concurrence by the ADMINISTRATOR that exceptional conditions apply. Exceptional conditions may include, but not be limited to, residency in the TECH home will endanger the child placed in the TECH bed, other children in the home, and/or the family in the home.

~~36.2~~38.3 FFA Psychosocial Assessments/Family Evaluations

~~36.2.1~~38.3.1 CONTRACTOR shall not refuse referred RFA applicant families without approval from the ADMINISTRATOR.

~~36.2.2~~38.3.2 CONTRACTOR shall ensure referred Psychosocial Assessments/Family Evaluations are completed within forty-five (45) days from the date of referral, unless otherwise authorized by ADMINISTRATOR.

37.39. REPORTS

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

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

38.40. ENERGY EFFICIENCY STANDARDS

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

39.41. 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:

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

39.241.2 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

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

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

1 ~~40.1.1~~42.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
2 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions
3 set down by the Office of Management and Budget (OMB) and published in the Federal Register
4 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
5 regulations, it is mutually understood that any contract which utilizes federal monies in excess of
6 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided
7 by ADMINISTRATOR that cites the following:

8 ~~40.1.1~~42.1.1 The definitions and prohibitions contained in the clause at Federal
9 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
10 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
11 B of this certification.

12 ~~40.1.2~~42.1.2 The offeror, by signing its offer, hereby certifies to the best of his or
13 her knowledge and belief as of December 23, 1989, that

14 ~~40.1.2.1~~42.1.2.1 No federal appropriated funds have been paid or will
15 be paid to any person for influencing or attempting to influence an officer or employee of any
16 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
17 of Congress on his or her behalf in connection with the awarding of any federal contract, the
18 making of any federal grant, the making of any federal loan, the entering into of any cooperative
19 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
20 contract, grant, loan or cooperative agreement;

21 ~~40.1.2.2~~42.1.2.2 If any funds other than federal appropriated funds
22 (including profit or fee received under a covered federal transaction) have been paid, or will be
23 paid, to any person for influencing or attempting to influence an officer or employee of any agency,
24 a Member of Congress, an officer or employee of Congress, or an employee of a Member of
25 Congress on his or her behalf in connection with this solicitation, the offeror shall complete and
26 submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the
27 Contracting Officer; and
28

1 ~~40.1.2.3~~42.1.2.3 He or she will include the language of this
 2 certification in all subcontract awards at any tier and require that all recipients of subcontract
 3 awards in excess of \$100,000 shall certify and disclose accordingly.

4 ~~40.1.3~~42.1.3 Submission of this certification and disclosure is a prerequisite for
 5 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who
 6 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure
 7 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than
 8 \$10,000, and not more than \$100,000, for each such failure.

9 ~~41.43.~~ POLITICAL ACTIVITY

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

13 ~~42.44.~~ TERMINATION PROVISIONS

14 ~~42.144.1~~ ADMINISTRATOR may terminate this Agreement without penalty,
 15 immediately with cause or after thirty (30) days written notice without cause, unless otherwise
 16 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be
 17 limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud
 18 on the part of CONTRACTOR, discontinuance of the services for reasons within
 19 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY
 20 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of
 21 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise
 22 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all
 23 further obligations under this Agreement.

24 ~~42.244.2~~ For ninety (90) calendar days prior to the expiration date of this Agreement,
 25 or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
 26 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
 27 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
 28

1 parties. During the Transition Period, service and data access shall continue to be made available
 2 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
 3 transitioning all data in the format determined by COUNTY.

4 ~~42.3~~44.3 In the event of termination of this Agreement, cessation of business by
 5 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
 6 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
 7 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
 8 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
 9 Agreement.

10 ~~42.4~~44.4 The obligations of COUNTY under this Agreement are contingent upon the
 11 availability of federal and/or State funds, as applicable, for the reimbursement of
 12 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
 13 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
 14 remains in effect or operation. In the event that such funding is terminated or reduced,
 15 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
 16 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR
 17 ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with
 18 written notification of such determination. - CONTRACTOR shall immediately comply with
 19 ADMINISTRATOR's decision.

20 ~~42.5~~44.5 If any term, covenant, condition, or provision of this Agreement or the
 21 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this
 22 Agreement shall remain in full force and effect and shall in no way be affected, impaired, or
 23 invalidated thereby.

24 ~~43.~~45. GOVERNING LAW AND VENUE

25 This Agreement has been negotiated and executed in the State of California and shall be
 26 governed by and construed under the laws of the State of California, without reference to conflict
 27 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
 28

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

44.46. SIGNATURE IN COUNTERPARTS

~~44.146.1~~ 44.246.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

~~44.246.2~~ 44.246.2 CONTRACTOR represents and warrants that the person executing this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

By: _____ By: _____

~~NAME~~ [NAME] ~~DIRECTOR~~ DIRECTOR

_____ TITLE _____

_____ COUNTY OF ORANGE _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF
FOSTER FAMILY AGENCY
GENERAL SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to Foster Children and ~~Non-Minor Dependents~~ ~~(NMD)~~ NMDs under the terms of this Agreement.

2. GOAL

2.1 CONTRACTOR's goal is to provide a level of care to commensurate with the medical, psychosocial, and development needs of Foster Children and NMDs.

3. SERVICES

CONTRACTOR shall provide the following services:

3.1 Certified RFA/RFA Approved Homes

CONTRACTOR shall provide ~~RFA~~ Certified FFA homes and/or those eligible for conversion to RFA approved homes, also referred to as foster homes, certified by CONTRACTOR's trained evaluator that are in compliance with COUNTY regulations, ~~state~~ State law, and federal law. Requirements that must be satisfied, approved, and/or cleared prior to

1 certification and receiving any placements from COUNTY include, but are not limited to, the
2 following:

3 3.1.1 A completed, signed, and approved application;

4 3.1.2 Completion of CONTRACTOR's certification training or annual
5 recertification training, as required by [HSC Health and Safety \(HSC\) Code](#) Section 1506(b)(2) by
6 all adults residing in Resource Family home;

7 3.1.3 Submission of fingerprints to the U.S. Department of Justice (DOJ), and
8 clearance by ~~the State Department of Social Services~~ [CDSS](#), if necessary, for all adults residing in
9 the Resource Family homes;

10 3.1.4 An approved physical examination for all adults residing in the Resource
11 Family home;

12 3.1.5 An approved tuberculosis test for all adults residing in the Resource
13 Family home;

14 3.1.6 Three (3) personal references for each certified Resource Family residing
15 in the Resource Family home;

16 3.1.7 A signed statement that acknowledges the requirement to report suspected
17 child and dependent adult/elder abuse, pursuant to Paragraph ~~27~~[30](#) of this Agreement;

18 3.1.8 A floor plan with dimensions of the Resource Family homes, including
19 all bedroom dimensions;

20 3.1.9 A disaster/emergency plan posted in an accessible area of the Resource
21 Family home and documentation evidencing assurance that disaster drills are conducted once
22 every six (6) months;

23 3.1.10 A functional, properly charged fire extinguisher in an appropriate
24 location;

25 3.1.11 Functioning smoke alarms in appropriate locations;

26 3.1.12 Upstairs fire exits and an emergency exit ladder in multiple-story homes;

27 3.1.13 A copy of automobile liability insurance and homeowner's or renter's
28 liability insurance;

1 3.1.14 A California Department of Motor Vehicles (DMV) printout for all
2 potential drivers; and whose driving records must not reflect unacceptable moving violations
3 and/or driver license suspensions: and

4 ##

5 3.1.15 A thorough, typewritten home study by CONTRACTOR’s evaluator to
6 assess the suitability of the Resource Family home and to determine the type of Foster Child/NMD
7 most appropriate for the home. The home study shall include an inspection for safety defects
8 which could pose a hazard to children, including but not limited to, verification of compliance with
9 HSC Section 1500 et seq., and CCR Section 89387 et seq., including the inaccessibility of
10 swimming pools and other bodies of water.

11 3.2 Resource Family Training

12 All applicable requirements of WIC Section 18358 through 18358.36

13 ~~And~~ and Continuum of Care Reform (CCR), Title 22, Division 6, Chapters 8.8 and
14 9.5 shall be met by CONTRACTOR.

15 3.2.1 CONTRACTOR shall ensure that all Resource Parents complete Prudent
16 Parent training prior to accepting COUNTY placements.

17 3.2.2 CONTRACTOR shall ensure that all Resource Parents complete twelve
18 (12) hours of in-service training annually, pertinent to proper foster care and, if applicable, working
19 with NMDs.

20 3.2.3 In addition to Prudent Parent, other training topics CONTRACTOR shall
21 cover will include, but not be limited to:

22 3.2.3.1 Caring for Lesbian, Gay, Bisexual, Questioning and
23 Transgender Youths;

24 ~~3.2.3.2 Extended Foster Care;~~

25 3.2.3.2 EFC;

26 3.2.3.3 Trauma Informed Parenting;

27 ~~3.2.3.4 _____;~~

28 ~~3.2.3.5 _____;~~

~~3.2.3.6 _____;~~

~~3.2.3.7 _____;~~

3.2.3.4 Behavior Management;

3.2.3.5 Supporting Foster Children and NMDs in School;

3.2.3.6 Effects of Drug and Alcohol Abuse on Foster Children and NMDs;

3.2.3.7 Effects of Domestic Violence on Foster Children and NMDs;

3.2.3.8 Administration of Psychotropic Medications;

3.2.3.9 Emancipation and Independent Living; and

3.2.3.10 Cardiopulmonary Resuscitation (CPR) and First Aid Training;

and any other specialized training deemed appropriate to meet the needs of Foster Child/NMDs.

3.2.4 CONTRACTOR shall ensure training requirements are met and shall retain written documentation of all training completed by Resource Parents in the appropriate Resource Parents' files. Failure to comply will result in a hold placed on the specific RFA home from future COUNTY placements until compliance with training requirements are met.

3.3 FFA ~~General~~ Services

CONTRACTOR shall:

3.3.1 Actively recruit and maintain Resource Family Homes;

3.3.2 Collaborate with SSA to ensure placement is appropriate and remains stable;

3.3.3 Accept Foster Child/NMD for placement in their approved RFA homes;

3.3.4 Provide services that are client-centered, client-friendly, and provided in the Resource Family home as necessary;

3.3.5 Provide supportive services to approved Resource Family homes as required by the State ~~of California~~, as documented in FFA's approved or pending approval program statements, and as necessary to maintain and preserve placement;

3.3.6 Comply with State approved program statements which includes provisions for ~~Intensive Services Foster Care (ISFC)~~ and/or Therapeutic Foster Care (TFC)

1 (hereafter referred to as “treatment agencies”) as currently defined by or as may be modified by
2 the State. FFAs shall recruit and maintain homes to provide these levels of care. Agencies
3 providing neither ISFC ~~not~~nor TFC shall be referred to as non-treatment agencies.

4 3.3.7 Provide visitation monitoring and transportation as needed in
5 collaboration with ~~Social Services Agency (SSA);~~SSA.

6 3.3.8 Attempt to make available Resource Family Homes that can
7 accommodate large (three or more) sibling sets;.

8 3.3.9 Attempt to prioritize the placement of Orange County children/NMDs in
9 any Resource Family homes that lie within the boundaries of Orange County.

10 3.3.10 Provide at a minimum a fourteen (14) calendar days advanced written
11 notice to have a child removed from placement in their Resource Family Homes;.

12 3.3.11 Utilize a mutually agreed upon secured method of communication for all
13 referrals on a form provided by SSA;.

14 3.3.12 Confirm receipt of referrals using a mutually agreed upon method;.

15 3.3.13 Maintain safeguards set by SSA to ensure the confidentiality of clients
16 and all documents;~~and.~~

17 3.3.14 Appear and testify at Juvenile Court hearings, if subpoenaed.

18 3.3.15 Employ social workers responsible for ascertaining that each Foster
19 Child/NMD, for the purpose of placement, receives adequate support services to ensure placement
20 stability, and that Resource Parents receive proper programmatic supervision, support, and
21 guidance. The social worker shall meet respectively with the Foster Child/NMD and Resource
22 Parents a minimum of two (2) times per month. CONTRACTOR’s social workers shall be
23 Master’s degree level unless waived by ~~California Department of Social Services (CDSS)~~ and
24 ~~Community Care Licensing Division (CCLD).~~

25 3.3.16 Ensure social worker’s caseload not exceed fifteen (15) Foster
26 Child/NMDs for treatment agencies.

27 3.3.17 Ensure social worker’s caseload not exceed twenty-five (25) Foster
28 Child/NMDs for non-treatment agencies.

1 3.3.18 Ensure CONTRACTOR’s social worker ~~works~~collaborates with
2 COUNTY ~~Social Worker~~SSW to ~~find~~identify and support efforts ~~in developing to achieve~~
3 permanency for the Child/NMD placed in the CONTRACTOR’s home, as defined in Paragraph
4 ~~4, Definitions, 4.11~~, of this Agreement.

5 CONTRACTOR’s social worker shall be responsible for:

6 ~~3.3.18.1~~ _____

7 ~~3.3.18.2~~ _____

8 ~~3.3.18.3~~ _____;and

9 3.3.18.1 Providing families with the necessary tools, trainings, and
10 support;

11 3.3.18.2 Participating in family reunification sessions;

12 3.3.18.3 Monitoring and evaluating the condition of the resource home;
13 and

14 3.3.18.4 Ensuring that Foster Child/NMD is enrolled and maintains
15 attendance in the local school district and/or school of origin, including cooperation with the
16 Special Education Local Planning Agency (SELPA) in any needed assessment and follow-up for
17 special education services, in the development and implementation of an Individual Education
18 Plan (IEP), and surrogate parent appointment, as appropriate.

19 3.3.19 Promote and support the development of permanent connections that will
20 serve as a support system for Foster Child/NMD.

21 3.3.20 ~~Work~~Collaborate with Foster Child/NMDs and COUNTY ~~Social~~
22 ~~Worker~~SSW to develop a list of expectations and limits regarding house rules appropriate for
23 Foster Child/NMD.

24 3.3.21 Provide services as required by the Juvenile Court Order applicable to
25 Foster Child/NMD or as determined by the Needs and Services Plan developed by COUNTY and
26 CONTRACTOR to include but not be limited to therapy and medical appointments, monitored
27 and/or supervised visitation, and transportation to and from visitation.

28 3.3.22 Monitor the stability of each placement and intervene as early as possible

1 when necessary, to reduce stress factors in order to preserve the placement; and consult with
2 COUNTY ~~Social Worker~~SSW as soon as possible prior to requesting to terminate a placement.

3 3.3.23 Assist COUNTY ~~Social Worker~~SSW in achieving timely family
4 reunification, adoption, [legal guardianship, placement with a fit and willing relative](#), emancipation,
5 and/or overall well-being of the Foster Child/NMD.

6 3.3.24 Provide the following with regard to NMDs:

7 3.3.24.1 Ensure NMD is consistent in participating in ~~AB-12~~Extended
8 [Foster Care \(EFC\)](#) activities as defined in the Transitional Independent Living Plan (TILP).

9 3.3.24.2 Support services and/or community resource linkages that will
10 facilitate the NMD's transition to independent living and accomplish the goals set forth in the
11 NMD's TILP.

12 3.3.25 Work with COUNTY ~~Social Worker~~SSW and NMD to support the
13 development of an independent living plan in the event of NMD's unplanned termination.

14 3.4 Placements

15 COUNTY makes no warranty, expressed or implied, that CONTRACTOR will be
16 sent any minimum number of referrals. CONTRACTOR, therefore, may accept placements
17 referred by other public or private agencies not fully utilized by COUNTY.

18 COUNTY reserves the right to assess the qualifications, capabilities, etc., of the
19 designated RFA homes prior to the Foster Child's/NMD's placement, and reject the placement if
20 the home is not suitable.

21 3.4.1 CONTRACTOR shall collaborate with SSA to ensure placement is
22 appropriate and remains stable.

23 3.4.2 CONTRACTOR shall accept, and provide services to Foster Child/NMD
24 and, as applicable, NMDs placed with CONTRACTOR by ADMINISTRATOR.

25 3.4.3 CONTRACTOR shall prioritize placement of Foster Child/NMD as
26 follows: 1) parents, 2) other relatives, 3) NREFM, 4) COUNTY RFA Homes, and 5) FFA certified
27 homes.

28 3.5 Intake

1 3.5.1 Intake shall be handled by CONTRACTOR's social worker, who will
2 assess the referred Foster Child/NMD for the purpose of determining if CONTRACTOR has a
3 family available that will best meet Foster Child's/NMD's needs. In the event a Foster Child/NMD
4 is not accepted by CONTRACTOR, CONTRACTOR shall provide details to COUNTY ~~Social~~
5 ~~Worker~~SSW as to the reason(s).

6 3.5.2 Respite and short-term placements may be accepted by CONTRACTOR
7 as space permits. Additionally, Foster Child/NMD completing a twenty-four (24) hour residential
8 care program, who is in need of and would benefit from foster care, may be accepted by
9 CONTRACTOR.

10 4. CHILD AND FAMILY TEAM (CFT)

11 4.1 CONTRACTOR shall provide CFT ~~(formerly known as TDM)~~ training to
12 CONTRACTOR's social workers and Resource Parents as the process for all placement change
13 decisions.

14 4.2 In the event of a placement instability or disruption, CONTRACTOR's social
15 worker and Resource Parents agree to participate in a CFT meeting with all treatment providers to
16 formulate a resolution that will best serve the needs of the Foster Child/NMD.

17 5. BASIC NEEDS

18 CONTRACTOR shall provide the following basic needs:

19 5.1 Clothing

20 5.1.1 Within seven (7) business days of initial placement, CONTRACTOR
21 shall provide clothing as requested by SSA Placement staff or COUNTY ~~Social Worker~~SSW.
22 CONTRACTOR shall have available funds for initial clothing expenses if the RFA Home is unable
23 to provide for these costs.

24 5.1.2 CONTRACTOR shall designate in its Program Statement an amount of
25 money each month to be used to purchase clothing that will meet Foster Child's/NMD's basic
26 needs in a manner appropriate to his/her social environment and daily activities that also support
27 Foster Child/NMD's self-esteem. This amount shall be in accordance with CDSS Children and
28 Family Services (CFS) Division Resource Family ~~home~~Home Rates.

1 5.1.2.1 CONTRACTOR shall document all clothing purchases in
2 Foster Child's/NMD's record.

3 5.1.2.2 Clothing items are the property of each Foster Child/NMD and
4 shall be retained by Foster Child/NMD when placement is terminated.

5 5.2 Personal Needs

6 5.2.1 CONTRACTOR shall ensure each Foster Child/NMD is provided with
7 personal care items, including, but not limited to, toothpaste, toothbrush, soap, hair care items, and
8 hygienic supplies. Ethnically appropriate and/or specialty personal care items shall be provided
9 when applicable.

10 5.2.2 CONTRACTOR shall ensure that the Foster Child's/NMD's belongings
11 are properly stored and can be easily transported in luggage/suitcase(s), canvas bags, plastic bins,
12 drawstring bags, etc.

13 5.2.3 CONTRACTOR shall contact local community resources and/or
14 COUNTY ~~Social Worker~~SSW for possible assistance if necessary.

15 5.2.4 CONTRACTOR shall ensure that each school age Foster Child/NMD is
16 provided appropriate weather attire, a book bag, and other items identified as essential by officials
17 at Foster Child/NMD's school.

18 5.2.5 CONTRACTOR shall ensure that a separate and secure storage area for
19 personal items is made available for each Foster Child/NMD.

20 CONTRACTOR shall ensure that each Foster Child/NMD is provided clean, fresh
21 towels, mattress pads, sheets, blankets and pillows in a sufficient number to ensure cleanliness and
22 warmth.

23 5.2.6 Personal items are to be the property of each Foster Child/NMD and shall
24 be retained by Foster Child/NMD when placement is terminated.

25 5.3 Food

26 CONTRACTOR shall ensure each Foster Child/NMD is provided an adequate
27 balanced diet as required by CCLD regulations. Such food shall be prepared and served in sanitary
28 surroundings.

1 5.4 Allowance

2 5.4.1 CONTRACTOR shall ensure each Foster Child/NMD is provided with a
3 minimum weekly allowance according to age, as follows:

<u>Age</u>	<u>Weekly Allowance Rate</u>
5 through 10 years	\$2.50 - \$5.00
11 through 18 years	\$5.50 - \$8.50

4
5
6
7 5.4.2 CONTRACTOR shall encourage RFA Homes to provide Foster
8 Child/NMD with a higher allowance than indicated.

9 5.4.3 CONTRACTOR shall document the payment of allowance in each Foster
10 Child's file with the record initialed by the Foster Child/NMD to verify receipt.

11 5.5 Physical Plan

12 5.5.1 CONTRACTOR shall require that its RFA homes are maintained in a
13 manner that ensures the well-being, protection, health, safety, and comfort of each Foster
14 Child/NMD as defined by CCLD regulations and applicable California health and safety
15 regulations. Alcohol shall be locked up and inaccessible to all Foster Child/NMD in the RFA
16 Home.

17 5.5.2 Each Foster Child/NMD shall be afforded a degree of privacy, as
18 described in WIC Section 16001.9.

19 5.6 Medical Needs

20 5.6.1 CONTRACTOR shall ensure that information regarding proper medical,
21 dental, mental health, educational, and specialty care resources are provided to Resource Parents
22 as appropriate to meet the individualized needs of each Foster Child/NMD. Minimum medical
23 and dental care to be made available to Foster Child/NMD are as follows:

24 ##

25 5.6.1.1 Physical examination within thirty (30) days of placement,
26 unless CONTRACTOR has written documentation from a previous caregiver of an examination
27 within the previous eleven (11) months with no follow-up recommended. A physical examination
28 is to be provided every twelve (12) months thereafter.

1 5.6.1.2 Dental examination within thirty (30) days of placement for
2 Foster Child/NMD age three (3) years if the physical examination report warrants it or as required
3 by COUNTY ~~Social Worker.SSW.~~ CONTRACTOR's social worker or attending physician shall
4 refer Foster Child/NMD for a dental appointment.

5 5.6.2 CONTRACTOR shall maintain medical documentation in the Foster
6 Child's/NMD's file for the following:

7 5.6.2.1 A copy of applicable authorization for medical/dental care;

8 ~~5.6.2.1~~5.6.2.2 Authorization by a physician for the administration
9 of specified over-the-counter medication;

10 ~~5.6.2.2~~5.6.2.3 Authorization for prescribed medication, at
11 minimum, in the form of a pharmacy fill notice;

12 ~~5.6.2.3~~5.6.2.4 A copy of the court order authorizing psychotropic
13 medication(s) when applicable;

14 ~~5.6.2.4~~5.6.2.5 Administration of needed immunizations;

15 ~~5.6.2.5~~5.6.2.6 Monthly weight monitoring; and

16 ~~5.6.2.6~~5.6.2.7 Monitoring of overall physical development and
17 care.

18 5.6.3 CONTRACTOR shall provide COUNTY with timely updates of
19 information as defined by COUNTY policies and procedures regarding the Health and Education
20 Passport (HEP).

21 5.6.4 CONTRACTOR shall recognize the NMD's legal right to maintain the
22 confidentiality of his/her personal medical conditions, consent for medical treatment, and consent
23 to take medication, including psychotropic medication.

24 5.6.5 CONTRACTOR shall maintain the confidentiality of information
25 contained in the NMD's HEP. Information contained in the HEP shall only be provided to NMD's
26 caregiver, if NMD provides prior written consent to release to specified parties.

27 5.6.6 CONTRACTOR shall assist the NMD to develop the skills to select,
28 obtain, or decline medical, dental, vision, and mental health services, and ensure the NMD receives

1 necessary services.

2 5.6.7 CONTRACTOR shall determine the best needs for the NMD only in the
3 event that NMD cannot make the determination independently.

4 6. SPECIAL OR UNPLANNED INCIDENTS

5 6.1 Serious Illness, Accident/Injury or Death

6 CONTRACTOR shall immediately telephone COUNTY ~~Social Worker~~SSW upon
7 becoming aware of any serious illness, accident/injury or death of a Foster Child/NMD in
8 CONTRACTOR's care. If COUNTY ~~Social Worker~~SSW is unavailable, CONTRACTOR shall
9 notify Orangewood Children and Family Center (OCFC) Intake Services at (714) 935-7171.
10 CONTRACTOR shall follow the verbal report with the submission of an electronic Special
11 Incident Report, via the online Foster Child/NMD Information (FYI) System, within one (1)
12 business day of such serious illness, accident/injury or death occurs. In the event the FYI System
13 is not available, CONTRACTOR shall submit the Special Incident Report via facsimile within one
14 (1) business day of the incident to avoid delinquency. Standard protocol shall resume once the
15 FYI System becomes available. The verbal and electronic/facsimile reports shall include, but not
16 be limited to:

17 6.1.1 Name of the Foster Child/NMD;

18 6.1.2 Date of serious illness, accident/injury or death;

19 6.1.3 Nature of the illness/injury or the circumstances of the death;

20 6.1.4 Name or names of CONTRACTOR's officers, employees or agents with
21 knowledge of the event;

22 6.1.5 Name of the attending physician;

23 6.1.6 Name of the hospital; and

24 6.1.7 When applicable, the police report number, name of the police agency
25 handling the incident, date of the police report, and a summary of the circumstances.

26 6.2 Absence Without Leave

27 An authorized absence is one in which COUNTY ~~Social Worker~~SSW and
28 CONTRACTOR have mutually agreed upon the specific dates and/or circumstances of the

1 absence. In the occurrence of any other absence of a Foster Child/NMD from his/her placement,
2 CONTRACTOR shall immediately telephone COUNTY ~~Social Worker~~SSW and the local law
3 enforcement agency. If COUNTY ~~Social Worker~~SSW is not available, CONTRACTOR shall
4 notify OCFC Intake Services at (714) 935-7171. The verbal report shall be followed by written
5 notification from CONTRACTOR to ADMINISTRATOR within three (3) business day of such
6 absence without leave.

7 6.2.1 CONTRACTOR shall immediately notify COUNTY ~~Social Worker~~SSW
8 and local law enforcement agency if Foster Child/NMD returns voluntarily.

9 6.2.2 CONTRACTOR shall meet with Foster Child/NMD to discuss the
10 significance of his/her absence upon the return of Foster Child/NMD. All resulting discussion
11 shall be documented in Foster Child's/NMD's record.

12 6.2.3 CONTRACTOR shall file a report, including local law enforcement
13 agency information, in Foster Child's/NMD's record of the action taken by CONTRACTOR as a
14 result of the absence, with a copy to COUNTY ~~Social Worker~~SSW.

15 6.2.4 CONTRACTOR shall deliver Foster Child's/NMD's clothing and
16 personal needs items to SSA/CFS Division office located at 800 North Eckhoff Street, Orange,
17 CA 92868, within seven (7) calendar days if Foster Child/NMD does not return to the home.

18 6.3 Other Special Incidents

19 6.3.1 CONTRACTOR shall notify COUNTY ~~Social Worker~~SSW immediately,
20 within ten (10) minutes by telephone if any of the following occurs:

21 6.3.1.1 Foster Child's/NMD's school takes suspension or expulsion
22 action;

23 6.3.1.2 Foster Child/NMD engages in behavior which comes to the
24 attention of law enforcement agencies;

25 6.3.1.3 Any behavior or activity by any Foster Child/NMD which
26 substantially disrupts activities within the RFA home and jeopardizes the status, safety, and health
27 of another person; and/or

28 6.3.1.4 A serious incident involving a person other than a Foster

1 Child/NMD placed by COUNTY that could jeopardize the status, safety, or health of a Foster
2 Child/NMD placed by COUNTY.

3 6.3.2 CONTRACTOR shall follow the telephone report with the submission of
4 an electronic Special Incident Report via the online FYI System to COUNTY ~~Social Worker~~SSW
5 and SSA Contract Administrator within three (3) business days of the incident, or as otherwise
6 instructed by ADMINISTRATOR.

7 6.4 Unplanned Termination

8 6.4.1 CONTRACTOR shall work with COUNTY ~~Social Worker~~SSW for the
9 best transition in the event of the NMD's unplanned termination from services.

10 7. REMOVAL, TRANSFER, AND/OR RESPITE OF FOSTER CHILD/NMD

11 7.1 ADMINISTRATOR may, in its sole discretion, remove, any or all Foster
12 Child/NMDs placed with CONTRACTOR at any time with or without stating cause. COUNTY
13 will conduct CFT meetings that include CONTRACTOR's social worker and Resource Parents
14 prior to non-emergent placement changes.

15 7.2 Except in the case of a critical emergency, no Foster Child/NMD shall be removed
16 by CONTRACTOR without prior authorization from COUNTY ~~Social Worker~~SSW including a
17 move to and from respite care. CONTRACTOR shall notify COUNTY ~~Social Worker~~SSW within
18 fifteen (15) minutes of any placement disruption. If COUNTY ~~Social Worker~~SSW is not
19 available, CONTRACTOR shall immediately notify the CFS Officer of the Day and/or COUNTY
20 ~~Social Worker's~~SSW's supervisor. If none of the above individuals are available,
21 CONTRACTOR shall notify OCFC Intake Services at (714) 935-7080. CONTRACTOR shall
22 retain in Foster Child's/NMD's file, documentation of such authorization and notification.

23 7.3 CONTRACTOR shall contact COUNTY ~~Social Worker~~SSW to request a CFT
24 meeting at the earliest sign of a placement disruption and prior to the submittal of a fourteen (14)
25 days removal notice.

26 8. RECRUITMENT OF RESOURCE PARENTS

27 8.1 CONTRACTOR shall not recruit any Resource Parent who is currently licensed by
28 COUNTY or has submitted an application to COUNTY for licensing. Prior to the evaluation and

1 certification of Resource Parents by CONTRACTOR, CONTRACTOR shall contact COUNTY
2 RFA home Licensing Unit to ensure that there will be no duplication of licensing/certification.

3 8.2 CONTRACTOR shall not utilize false or misleading advertisements when
4 recruiting Resource Parents.

5 9. CONTRACTOR'S PROGRAM STATEMENT

6 9.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised
7 Program Statement submitted to the CDSS Foster Care Rates Bureau and/or CCLD prior to the
8 execution of this Agreement and shall submit all revised Program Statements thereafter.
9 Provisions of the revised Program Statement shall supersede the provisions contained in the
10 previous Program Statement to the extent that they conflict.

11 9.2 CONTRACTOR shall complete the number of contacts per month with each Foster
12 Child/NMD as indicated in their Program Statement.

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14 10. NEEDS AND SERVICES PLAN

15 10.1 The Needs and Services Plan (NSP) shall apply only to Foster Child/NMD and shall
16 be developed in partnership with all of Foster Child/MND's treatment providers, including
17 CONTRACTOR's social worker, within the first thirty (30) days of placement. A copy of the
18 ~~plan~~NSP, signed by all parties, shall be placed in Foster Child/NMD's file. The ~~plan~~NSP shall be
19 based on information including, but not limited to:

20 10.1.1 Review of the HEP;

21 10.1.2 Placement information;

22 10.1.3 Service needs of Foster Child/NMD;

23 10.1.4 Transportation and monitored visitation requirements; and Support for
24 Foster Child/NMD, age fifteen and one-half (15½) years and older, in the development of a TILP.

25 10.2 CONTRACTOR shall update ~~The Needs and Services Plan~~the NSP with all
26 applicable signatures on a quarterly basis, unless otherwise specified. The quarterly review may
27 be conducted at CONTRACTOR's facility with CONTRACTOR's social worker and
28 CONTRACTOR.

11. SMOKE FREE ENVIRONMENT

CONTRACTOR shall be in compliance with HSC Sections 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5, Article 3, Section 89374(a)(1), which precludes anyone from smoking inside a motor vehicle.

11.1 HSC Section 1530.7 extends the health and safety protection specifically to foster children by providing that:

11.1.1 Persons who are licensed or certified to provide residential care in a Resource Family home or certified family home shall not smoke or permit any other person to smoke inside the facility, or on the outdoor grounds when the Foster Child/NMD is present;

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11.1.2 A person licensed or certified to provide residential foster care shall not smoke in any motor vehicle regularly used to transport the child.

12. FACILITIES

12.1 Services shall be provided in certified FFA homes and at CONTRACTOR's main office located at:

Agency Name

Address

City, State, Zip Code

12.2 CONTRACTOR shall immediately notify ADMINISTRATOR of changes to its main office location.

13. CONTRACT ADMINISTRATION

CONTRACTOR shall, with ADMINISTRATOR approval, designate a liaison to have primary responsibility for the coordination activities required to comply with this Agreement.

14. ADDITIONAL RESPONSIBILITIES

CONTRACTOR shall:

1 14.1 Comply with requirements, including initial data entry and ongoing maintenance
2 of information on the automated, secure, web-based Foster Family Agency Placement System,
3 which could be implemented by COUNTY during the term of this Agreement. The automated
4 placement system pertains to CONTRACTOR'S agency and Resource families it oversees. The
5 data system is intended to facilitate suitable placements while maintaining confidentiality of
6 CONTRACTOR's information.

7 14.2 Participate in Ice Breaker meetings between Foster Child/NMD's parents and FFA
8 caregivers as a team-building experience. CONTRACTOR shall be responsible for training its
9 social workers and caregivers in conducting Ice Breakers. The Ice Breaker meeting shall take
10 place at the time of placement to discuss Foster Child/NMD's needs, visitation arrangements, and
11 collaborate on appropriate ways to best serve the needs of Foster Child/NMD and assist with
12 placement transitions.

13 14.3 Provide transportation for Foster Child/NMD as indicated in the ~~Needs and~~
14 ~~Services Plan~~NSP, Education Case Plan, School of Origin Travel Plan, or as requested by
15 COUNTY ~~Social Worker~~SSW. Transportation requested may include, but is not be limited to,
16 transportation to and from medical/dental appointments, court hearings, school of origin, and
17 monitored visits. On an emergency basis or as deemed necessary, CONTRACTOR shall assist the
18 certified RFA home with transportation. CONTRACTOR shall ensure transportation needs are
19 met.

20 14.4 Transport for NMDs in compliance with CCR, Title 22, Division 6, Sections
21 893174, which requires CONTRACTOR to permit the NMD to arrange for his/her own
22 transportation, unless otherwise specified in the TILP.

23 14.5 Provide professional treatment suited to Foster Child/NMD's needs and assist
24 NMD with decisions related to professional treatment, if necessary or as requested by NMD.

25 14.6 Provide Foster Child/NMD with a nurturing, caring, and familial environment.

26 14.7 Consider the cultural, religious, ethnic, and/or racial background of the Foster
27 Child/NMD as well as the capacity of the prospective Resource Parents to meet the needs of Foster
28 Child/NMD.

1 14.8 Consider proximity to school, family, and community.

2 14.9 Confirm with COUNTY ~~Social Worker~~SSW that services are consistent with the
3 court ordered Case Plan and the ~~Needs and Services Plan~~NSP.

4 14.10 Follow intake requirements related to medical, dental, behavioral, and
5 developmental screening, physical examination, and medication policies as designated by
6 COUNTY.

7 14.11 Comply with federal, State, and COUNTY requirements, and work with COUNTY
8 in planning for Foster Child/NMD.

9 14.12 Transport Foster Child/NMD to hearing, if requested by ADMINSTRATOR, upon
10 receipt of the Notice of Hearing, as defined in Subparagraph ~~4.84.24~~ of this Agreement.

11 14.13 Encourage the maintenance of the parent-child relationship, encourage other
12 familial relationships, and include parents, relatives, and NREFMs in the Foster Child/NMD's
13 Treatment Plan, as defined in Subparagraph ~~46.2~~16.2 of this Exhibit A, unless determined by
14 COUNTY to be contraindicated.

15 14.14 Not use any type of degrading or humiliating punishment, such as corporal
16 punishment, deprivation of meals, cessation of visits from parents or siblings, threat of removal as
17 a punishment or disciplinary method.

18 14.15 Comply with Foster Child's/NMD's Treatment Plan and meet as requested by
19 COUNTY ~~Social Worker~~SSW, with maximum involvement of Foster Child/NMD, parents, the
20 Court Appointed Special Advocate (CASA), and ADMINISTRATOR.

21 14.16 Collaborate with COUNTY ~~Social Worker~~SSW in support of Foster Child/NMD's
22 permanency.

23 15. FOSTER CHILD/NMD'S CASE RECORDS

24 15.1 Records of Foster Child/NMD shall be subject to the provisions of any applicable
25 policies and orders of the Orange County Juvenile Court.

26 15.2 In addition to the requirements of Subparagraph ~~23.2~~26.2 of this Agreement, Foster
27 Child's/NMD's records shall be maintained by CONTRACTOR and include, but not be limited
28 to, the following:

1 15.3 Copies of the initial and all revised ~~Needs and Services Plans~~ NSPs;

2 15.4 A copy of the court ordered Case Plan as provided by COUNTY ~~Social~~
3 ~~Worker~~ SSW;

4 15.5 Diagnostic studies;

5 15.6 Reports on interviews with Foster Child/NMD;

6 15.7 Progress notes and school performance;

7 15.8 Special Incident Reports;

8 15.9 Written quarterly treatment summaries, copies of which are to be submitted to
9 COUNTY ~~Social Worker~~ SSW upon completion;

10 15.10 Any reports from behavioral health treatment professionals as provided to
11 CONTRACTOR by COUNTY ~~Social Worker~~ SSW;

12 15.11 Foster Child's/NMD's foster placement packet as provided by COUNTY ~~Social~~
13 ~~Worker~~ SSW;

14 15.12 Updated copies of the HEP;

15 15.13 Termination summary, a copy of which is to be submitted to COUNTY ~~Social~~
16 ~~Worker~~ SSW within ten (10) business days of termination of placement; and

17 15.14 Foster Child's/NMD's records to be maintained in the RFA Home which shall
18 include, but are not limited to:

19 15.14.1 Foster care agreement;

20 15.14.2 Medical authorization;

21 15.14.3 Visitation order; and

22 15.14.4 Case Plan and TILP for NMD.

23 16. REPORTS

24 CONTRACTOR shall provide the following reports and any other reports
25 ADMINISTRATOR may deem necessary, in a format and time period approved by
26 ADMINISTRATOR:

27 16.1 Foster Child/NMD Population

28 CONTRACTOR shall prepare and submit to ADMINISTRATOR monthly reports

1 regarding admissions, discharges, service provision and changes in staff positions, placement
 2 changes, certification and decertification of homes, and CONTRACTOR's ~~Social Worker~~social
 3 worker contacts with Foster Child/NMD. ~~The first Foster Child/NMD Population monthly report~~
 4 ~~is due August 10, 2018. Thereafter,~~ CONTRACTOR shall submit the report by the tenth (10th)
 5 calendar day of the following month.

6 16.1.1 Notify ADMINISTRATOR of staff changes, such as Supervisor, Social
 7 Worker, Program Director, and Therapist, by telephone within one (1) business day and in writing
 8 within seven (7) business days.

9 16.2 Treatment Plan

10 16.2.1 CONTRACTOR's social worker shall prepare and submit to COUNTY
 11 ~~Social Worker~~SSW a Treatment Plan for each Foster Child/NMD to whom he/she is assigned
 12 within the first (30) days of placement. The Treatment Plan information shall include, but not be
 13 limited to:

14 16.2.1.1 Medical and dental needs;

15 16.2.1.2 Psychological/psychiatric evaluations obtained;

16 16.2.1.3 Staffing review summaries;

17 16.2.1.4 Educational assessment;

18 16.2.1.5 Peer adjustment;

19 16.2.1.6 Relationships with staff and Resource Parents;

20 16.2.1.7 Involvement in recreation programs;

21 16.2.1.8 Behavioral problems;

22 16.2.1.9 Involvement/relationship with parents,

23 relatives, and friends; and

24 16.2.1.10 Independent Living Program (ILP), when appropriate.

25 16.2.2 CONTRACTOR shall ensure the Treatment Plan for the NMD is
 26 consistent with the NMD's TILP goals and supports the NMD in meeting those goals and working
 27 towards achieving self-sufficiency. CONTRACTOR shall ensure medical and dental needs and
 28 educational assessments are provided to NMD.

1 16.3 Quarterly Report

2 CONTRACTOR shall submit to COUNTY ~~Social Worker~~SSW, on a quarterly
3 basis, written evaluations of each Foster Child/NMD and/or NMD placed with CONTRACTOR
4 by COUNTY. These reports shall be submitted by the tenth (10th) calendar day of the month
5 following each three (3) month reporting period, either electronically through SSA's Secure
6 Communication Management System (SCMS), or in another format deemed appropriate by
7 ADMINISTRATOR.

8 16.3.1 The quarterly report for Foster Child/NMD shall include, but not be
9 limited to:

10 16.3.1.1 Progress toward accomplishing long-range goal(s), short-term
11 objectives, and tasks since the previous quarterly report;

12 16.3.1.2 Identification of Foster Child/NMD's unmet needs,
13 assessment of unmet needs and efforts made to meet those needs;

14 16.3.1.3 Reassessment of Foster Child/NMD's adjustment to
15 CONTRACTOR's RFA Home, Treatment Plan, school, and FFA staff;

16 16.3.1.4 Current status of Foster Child/NMD's physical and
17 psychological health, and report of medical care received and medication(s) given;

18 16.3.1.5 Modification of the Treatment Plan, and as necessary, the tasks
19 to be performed and changes in the anticipated length of placement; and

20 16.3.1.6 Summary of contacts with Foster Child/NMD,
21 CONTRACTOR's RFA Home, and Foster Child/NMD's biological family.

22 16.3.2 Quarterly report for the NMD shall include, but not be limited to:

23 16.3.2.1 NMD's progress in meeting at least one ~~Extended Foster~~
24 ~~Care~~EFC participation requirement as defined in the TILP; progress in meeting TILP goals for
25 maintaining eligibility for ~~Extended Foster Care~~EFC; and, as applicable, progress toward
26 transitioning to self-sufficiency, including educational achievements, employment search/job
27 retention, housing search, and other relevant activities; and

28 16.3.2.2 Summary of support services CONTRACTOR provided to

1 NMD to facilitate achieving goals set forth in the TILP.

2 16.4 Termination Summary

3 CONTRACTOR shall prepare and submit to COUNTY ~~Social Worker~~SSW, within
4 ten (10) business days of termination of placement, a closing summary of the records relating to
5 treatment of Foster Child/NMD.

6 17. CONFLICT RESOLUTION

7 In the event CONTRACTOR and COUNTY are unable to resolve differences of opinion
8 regarding the necessity and/or appropriateness of services and length of services, the parties shall
9 attempt to resolve the dispute in the following order:

10 17.1 CONTRACTOR and COUNTY ~~Social Worker~~SSW shall first attempt to resolve
11 the dispute;

12 17.2 CONTRACTOR and COUNTY Senior Social Services Supervisor shall then
13 attempt to resolve the dispute if CONTRACTOR and COUNTY ~~Social Worker~~SSW are unable to
14 resolve the dispute;

15 17.3 CONTRACTOR and COUNTY Program Managers from the assigned CFS
16 program and the Foster Care Support and Development Program shall then attempt to resolve the
17 dispute if CONTRACTOR and COUNTY Senior Social Services Supervisor are unable to resolve
18 the dispute; and

19 17.4 CONTRACTOR shall accept Director of CFS Division final authority and sole
20 discretion to resolve any dispute as to the necessity and appropriateness of services and length of
21 services.

22 18. CONTRACTOR'S STAFF

23 In addition to personnel disclosure requirements set forth in Paragraph ~~24~~27 of this
24 Agreement, during the term of this Agreement, CONTRACTOR shall:

25 18.1 Hire qualified staff in accordance with all applicable statutes and regulations and
26 comply with CCR Title 22, Division 6 for criminal record clearances.

27 18.2 Maintain a personnel file on each employee, which shall include, but not be limited
28 to, the following information:

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- 18.2.1 The name of the person who completed employment application;
- 18.2.2 A completed and signed criminal record statement;
- 18.2.3 Written performance evaluations;
- 18.2.4 Proof of automobile insurance;
- 18.2.5 Completed reference checks;
- 18.2.6 Completed initial physical exam;
- 18.2.7 Completed tuberculosis test (within seven (7) days of employment);
- 18.2.8 ~~Department of Motor Vehicle (DMV)~~ DMV driving record printout;
- 18.2.9 Confidentiality agreement;
- 18.2.10 Child abuse reporting statement;
- 18.2.11 Education credentials;
- 18.2.12 Annual training completed; and
- 18.2.13 Disciplinary actions taken, if applicable.

18.3 Establish and maintain documentation of in-service training for staff involved in direct contact with Foster Child/NMDs. Each personnel file shall contain documentation of attendance and content provided to that employee.

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EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF ~~FOSTER FAMILY AGENCY~~
PSYCHOSOCIAL ASSESSMENT SERVICES
TEMPORARY EVALUATON COMMUNITY HOMES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to ~~ADMINISTRATOR~~ children referred ~~Resource Family Applicants, including~~ by SSA, ages 0-18, who meet any of the following criteria:

1.1 Have been detained and are the subject of a child abuse or neglect investigation where a Petition is pending filing or has been filed with the Juvenile Court.

1.2 Have been detained from the custody of their parents or legal guardians.

1.3 Have been adjudicated as a dependent of the Juvenile Court pursuant to WIC Section 300.

~~1.4 Have an identified~~ relative ~~caretakers, Non-Related Extended Family Members (NREFMs), seeking to provide a Resource Family Home/NREFM for related and unrelated children and Non-Minor dependents (NMD) in out-of-home care placement, hereinafter referred to as "CLIENTS".~~ and the relative/NREFM needs sixty (60) days or less to prepare their home for placement of the child(ren).

1.5 Have been accepted for STRTP, TFCO, ISFC, RCOC, COUNTY RFA home, Community Home, or FFA placement and are awaiting an opening which will be available within sixty (60) days.

1.6 Have an identified FFA or Community home for placement which will be available within sixty (60) days.

1.7 Have been approved to return to their parent(s)/legal guardian(s) within sixty (60) days.

1.8 Will be eighteen (18) years old in sixty (60) days and have an identified living arrangement when they turn eighteen (18) years old.

2. OUTCOME OBJECTIVES

~~2.1. WORKLOAD STANDARDS~~

CONTRACTOR shall ~~count each Psychosocial Assessment as:~~

2.1 Accept one (1) assessment regardless hundred percent (100%) of the number referrals for TECH services within twelve (12) hours of family or household members being served. Psychosocial Assessments contact by SSA and shall be completed in entirety to qualify for reimbursement not refuse any such referrals unless SSA and FFA concur that exceptional conditions apply. Exceptional conditions may include, but not be limited to: residency in the TECH home will endanger the child placed in the TECH bed, residency in the TECH home will endanger other children in the home, and/or residency in the TECH home will endanger the safety of any others residing in the TECH home.

~~2.1.2~~ Maintain the placement of one hundred percent (100%) of children placed in TECH beds for the entire period of the placement unless mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s); as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to ~~5~~8:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

~~##~~

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule

1 which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
2 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
3 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
4 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's
5 holiday schedule and the hours listed in Subparagraph ~~3.1~~3.1 of this Exhibit B. Any unauthorized
6 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall
7 not be reimbursed.

8 4. SERVICES

9 CONTRACTOR shall:

10 4.1 Comply with all FFA Services referenced in Paragraph 3 of Exhibit A.

11 4.2 Maintain COUNTY approved TECH beds, on a 24-hour, seven (7) days-per-week
12 basis, until placement occurs.

13 4.3 Ensure that only children referred by SSA for TECH are placed in the TECH beds.

14 4.4 Maintain an available phone line to receive referrals. SSA may leave a placement
15 request on the CONTRACTOR's voicemail/text message and CONTRACTOR must accept the
16 referral within twelve (12) hours, seven (7) days a week.

17 4.5 Coordinate with SSA staff to evaluate the needs of each individual child in a TECH
18 placement and provide services that are necessary and appropriate to meet the identified needs for
19 the period of the child's placement in the TECH bed.

20 4.6 Provide continued services should placement plans for a child in a TECH bed be
21 delayed or fall through, until a mutually agreeable solution for the child can be reached between
22 SSA and CONTRACTOR.

23 4.7 Provide and/or facilitate all necessary transportation for each child in a TECH
24 placement as required by SSA, including but not limited to: to and from school; all
25 school/educational related activities; all Juvenile Court hearings, medical, dental, psychiatric
26 appointments, and support services etc.; independent living activities and functions; and
27 monitored/supervised visitation.

28 5. FACILITIES

1 5.1 Services shall be provided in certified FFA homes, and RFA Approved homes, and
2 at CONTRACTOR’s main office located at:

3 Agency Name

4 Address

5 City, State, Zip Code

6 6. REPORTS

7 6.1 CONTRACTOR shall provide in writing at minimum a fourteen (14) calendar day
8 notice to have a child removed from placement in their approved RFA home.

9 6.2 CONTRACTOR shall provide to SSA Administrator, the monthly invoice for the
10 prior month service by the 20th calendar day of each month.

11 7. UTILIZATION REVIEW (UR)

12 7.1 CONTRACTOR and ADMINISTRATOR’s designee shall meet at least semi-
13 annually to review and evaluate a random selection of family case records. The review may
14 include, but is not limited to, an evaluation of the necessity and appropriateness of services
15 provided and length of services. Cases to be reviewed shall be randomly selected by
16 ADMINISTRATOR and may include both open and closed cases.

17 7.2 ADMINISTRATOR may conduct a UR at CONTRACTOR’S facility referenced
18 in Paragraph 5.1 of this Exhibit B, with date and time determined at ADMINISTRATOR’S
19 discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR
20 findings. CONTRACTOR shall comply with the findings of the UR and take corrective action
21 accordingly.

22 7.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY’s CFS staff
23 representatives and/or ADMINISTRATOR’s designee are unable to resolve differences of opinion
24 regarding the necessity and appropriateness of services and length of services, the dispute shall be
25 submitted to COUNTY’s Director of CFS for final resolution. Nothing in this subparagraph shall
26 affect COUNTY’s termination rights under Paragraph 44 of this Agreement.

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EXHIBIT C
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF

PSYCHOSOCIAL ASSESSMENT/FAMILY EVALUATION SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to ADMINISTRATOR referred Resource Family Applicants, including relative caretakers and NREFMs, seeking to provide a Resource Family Home for related and unrelated children and NMDs in out-of-home care placement, hereinafter referred to as “CLIENTS.”

2. WORKLOAD STANDARDS

CONTRACTOR shall count each Psychosocial Assessment/Family Evaluation as one (1) assessment regardless of the number of family or household members being served. Psychosocial Assessments/Family Evaluations shall be completed in entirety to qualify for reimbursement.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s), as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 8:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors.

3.2 CONTRACTOR’s holiday schedule shall not exceed COUNTY’s holiday schedule which is as follows: New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall

obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit C. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~1918~~, of this Agreement, and shall not be reimbursed.

4. SERVICES

4.1 CONTRACTOR shall:

4.1.1 Provide services that are client-centered, client-friendly, and provided in the family's residence and/or an agreed upon location as necessary.

4.1.2 Utilize a mutually agreed upon secured method of communication for all referrals on a form provided by ADMINISTRATOR.

4.1.3 Complete Psychosocial Assessments/Family Evaluations on referred CLIENTS in a manner consistent with current RFA State of California Written Directives.

4.1.4 Conduct face-to-face interviews with RFA applicant, all members of their household and any other person(s) deemed necessary.

4.1.5 Conduct interviews with applicant and/or other individuals in the family home and other convenient locations such as during trainings or in a classroom environment, as necessary, to complete the Psychosocial ~~Assessment~~Assessments/Family Evaluations.

4.1.6 Complete any and all forms necessary to complete the Psychosocial Assessment/Family Evaluation as approved and provided by ADMINISTRATOR.

4.1.7 Accept a maximum of five (5) Psychosocial Assessment/Family Evaluation referrals per month; however, ADMINISTRATOR reserves the right to exceed the monthly maximum as agreed and based upon FFA's ability to accept additional referrals.

4.1.8 Complete Psychosocial Assessments/Family Evaluations on the referred CLIENTS within forty-five (45) calendar days of receiving referral. The first day begins the next business day after the referral is sent.

4.1.9 Notify ADMINISTRATOR's staff in writing by the thirty-first (31st) day from initial referral, if CONTRACTOR is unable to complete Psychosocial Assessment-Family Evaluation. Written notice shall include an explanation of any barriers that have contributed to

1 the delay.

2 4.1.10 Maintain verbal and/or written contact with ADMINISTRATOR RFA
3 Program staff at a minimum of every fifteen (15) calendar days to discuss progress toward
4 completing [the Psychosocial Assessment/Family Evaluation](#) and any encountered barriers.

5 4.1.11 Receive ADMINISTRATOR approval to terminate CLIENT services.

6 4.1.12 Provide to ADMINISTRATOR's designate staff a minimum of one (1)
7 business day, advance written notice to terminate a CLIENT from further service after receiving
8 approval for termination.

9 4.1.13 Prepare any additional information regarding Psychosocial
10 Assessments/[Family Evaluations](#) in a format approved by ADMINISTRATOR.
11 ADMINISTRATOR may add, delete, waive or otherwise modify individual reporting
12 requirements.

13 4.1.14 Contact each referred CLIENT, by telephone, within two (2) business
14 days of receiving the referral to schedule an initial appointment. In the event the CLIENT cannot
15 be reached via the telephone, CONTRACTOR shall send a letter to the CLIENT's address inviting
16 the CLIENT to contact CONTRACTOR to schedule an initial appointment. CONTRACTOR shall
17 notify the ADMINISTRATOR's designated staff, by telephone and in writing, within fourteen
18 (14) calendar days of receiving the referral if attempts to reach the CLIENT are unsuccessful.
19 CONTRACTOR must maintain written documentation of all attempted CLIENT contacts and
20 submit to ADMINISTRATOR staff.

21 4.1.15 Contact CLIENTS to provide reminders of appointments to
22 ensure CLIENT compliance;

23 4.1.16 Confirm receipt of referrals using ADMINISTRATOR's approved form.
24 CONTRACTOR shall document the date the referral is received.

25 4.1.17 Collaborate with ADMINISTRATOR in signing the Adoption Placement
26 Agreement to qualify for ~~PAARP~~[Private Adoption Agency Reimbursement Program \(PAARP\)](#)
27 funding reimbursement as applicable.

28 4.1.18 Seek compensation through [the](#) PAARP when appropriate and/or as

eligible and reimburse ADMINISTRATOR when obtained.

4.1.19 Maintain safeguards set by ADMINISTRATOR to ensure the confidentiality of clients and all paperwork.

4.1.20 Appear and testify at Juvenile Court hearings when requested by ADMINISTRATOR.

4.1.21 Require CLIENT to sign authorization to release information between ADMINISTRATOR and CONTRACTOR for the purpose of facilitating ~~psychosocial assessment~~ the Psychosocial Assessment/Family Evaluation.

4.1.22 Complete, at minimum, seventy percent (70%) of referred Psychosocial Assessments/Family Evaluations within forty-five (45) calendar days.

4.1.23 Provide referred CLIENT(s) an opportunity to comply with required RFA Psychosocial Assessment/Family Evaluation by offering client-friendly and professionally delivered services in the CLIENT's home and/or other agreed upon locations.

5. FACILITIES

5.1 Administrative services under this Agreement shall be provided at:

FFA ~~AGENCY~~ Agency

FFA Contact

Street Address

City, State, Zip Code

5.2 Psychosocial Assessments/Family Evaluations shall be provided in the homes of CLIENTS referred for service or CLIENT convenient locations, as necessary.

6. CASE RECORDS

CONTRACTOR shall maintain case records on each referral which shall include, but not be limited to the following:

6.1 Psychosocial Assessments/Family Evaluations and any related documentation;

6.2 Authorization to release information between ADMINISTRATOR, and CONTRACTOR.

7. UTILIZATION REVIEW (UR)

1 7.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-
 2 annually to review and evaluate a random selection of family case records. The review may
 3 include, but is not limited to, an evaluation of the necessity and appropriateness of services
 4 provided and length of services. CLIENT cases to be reviewed shall be randomly selected by
 5 ADMINISTRATOR and may include both open and closed cases.

6 7.2 ADMINISTRATOR may conduct a ~~Utilization Review (UR)~~ at CONTRACTOR'S
 7 facility referenced in Paragraph ~~55.1~~ of this Exhibit ~~BC~~, with date and time determined at
 8 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
 9 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
 10 corrective action accordingly.

11 7.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's ~~Children and~~
 12 ~~Family Services~~~~CFS~~ staff representatives and/or ADMINISTRATOR's designee are unable to
 13 resolve differences of opinion regarding the necessity and appropriateness of services and length
 14 of services, the dispute shall be submitted to COUNTY's Director of ~~Children and Family~~
 15 ~~Services~~~~CFS~~ for final resolution. Nothing in this subparagraph shall affect COUNTY's
 16 termination rights under Paragraph ~~4144~~ of this Agreement.

17 8. COMPENSATION FEE-FOR-SERVICE

18 8.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR, monthly
 19 in arrears, \$2,000.00 for each completed Psychosocial Assessment/Family Evaluation.

20 8.2 CONTRACTOR, if eligible, shall submit claims for PAARP funding on all
 21 qualified Psychosocial Assessments/Family Evaluations. If the CONTRACTOR is reimbursed
 22 through PAARP funding, CONTRACTOR shall credit reimbursed amount back to the COUNTY
 23 within thirty (30) calendar days of PAARP reimbursement being received by CONTRACTOR.

24 8.3 Payment will not be made for an incomplete Psychosocial Assessment/Family
 25 Evaluation.

26 9. STAFF REQUIREMENTS

27 ~~CONTRACTOR's~~CONTRACTOR staff shall meet the following requirements:

28 9.1 All Psychosocial Assessments/Family Evaluations shall be conducted by persons

qualified by education and/or experience according to RFA guidelines.

9.1.1 Minimum Qualifications:

9.1.1.1 Bachelor's degree in social work, psychology, sociology, or a related field and/or three (3) ~~years~~years' experience in Human Services.

9.1.2 Duties:

9.1.2.1 Conduct home visits as required by RFA guidelines to conduct Psychosocial Assessments/Family Evaluations.

9.1.2.2 Conduct interviews to include in-person and/or as required by RFA guidelines.

9.1.2.3 Complete all required Psychosocial Assessment/Family Evaluation paperwork as required by RFA guidelines.

9.1.2.4 Maintain regular and ongoing contact per Subparagraph ~~4.1.10~~4.1.10, of this Exhibit C, with the ADMINISTRATOR's RFA assigned staff as needed.

9.2 Hire staff in accordance with Subparagraph ~~9.1.1~~9.1.1 above and all applicable statutes and regulations including ~~California Code of Regulations (CCR)~~ Title 22, Division 6 for criminal record clearances.

9.3 Maintain and complete a personnel file on each employee, which shall include, but not be limited to, the following information:

9.3.1 The name of the person who completed employment application;

9.3.2 A completed and signed criminal record statement where employees must self-disclose their criminal records, as permitted by law;

9.3.3 Written performance evaluations;

9.3.4 Proof of automobile insurance;

9.3.5 Approved reference checks;

9.3.6 Approved initial physical exam;

9.3.7 Approved tuberculosis test (~~[within seven (7) days of employment]~~);

9.3.8 Approved DMV driving record printout;

9.3.9 Confidentiality agreement;

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