

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 OLIVE CREST

6 FOR THE PROVISION OF FOSTER FAMILY AGENCY
7 RESOURCE FAMILY HOMES SERVICES
8 AT TUSTIN FAMILY CAMPUS
9

10 This AGREEMENT, entered into this 1st day of January 2020, which date is particularized
11 for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred
12 to as "COUNTY," and OLIVE CREST, a California non-profit corporation, hereinafter referred
13 to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social
14 Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."
15

16 WITNESSETH:
17

18 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of in-
19 home family services and intensive in-home services for child abuse intervention and treatment
20 services; and

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

23 WHEREAS, such contracts are authorized and provided for pursuant to Welfare and
24 Institutions Code Sections Sections 11200 et seq., 16002, 16501, and California Department of
25 Social Services Manual of Policies and Procedures, Section 11-403:

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

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1 1. TERM

2 The term of this Agreement shall commence on January 1, 2020, and terminate on June 30,
3 2021, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement;
4 however, CONTRACTOR shall be obligated to perform such duties as would normally extend
5 beyond this term, including, but not limited to, obligations with respect to indemnification, audits,
6 reporting and accounting.

7 2. ALTERATION OF TERMS

8 2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by
9 reference, fully expresses all understandings of the parties and is the total Agreement between the
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this
11 Agreement, whether written or verbal, are valid or binding unless made in the form of a written
12 amendment to this Agreement which is formally approved and executed by both parties.

13 2.2 The various headings, numbers, and organization herein are for the purpose of
14 convenience only and shall not limit or otherwise affect the Agreement.

15 3. STATUS OF CONTRACTOR

16 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent
17 contractor, and shall be wholly responsible for the manner in which it performs the services
18 required of it by the terms of this Agreement. Nothing herein contained shall be construed as
19 creating the relationship of employer and employee, or principal and agent, between COUNTY
20 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes
21 exclusively the responsibility for the acts of its employees or agents as they relate to services to be
22 provided during the course and scope of their employment.

23 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or
24 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY
25 employees.

26 4. DESCRIPTION OF SERVICES

27 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
28 supplies, as described in the Exhibit A to the Agreement between County of Orange and Olive

1 Crest, for the Provision of Foster Family Agency (FFA) Resource Family Homes at Tustin Family
2 Campus (TFC), attached hereto and incorporated herein by reference. CONTRACTOR shall
3 operate continuously throughout the term of this Agreement with the number and type of staff
4 described and as required for provision of services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
6 changes in staffing allocations to reflect current workload demands or service needs as long as
7 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
26 all applicable laws and regulations of the United States, State, County of Orange, and County of
27 Orange Social Services Agency, and all administrative regulations, rules, and policies adopted
28 thereunder, as each and all may now exist or be hereafter amended.

1 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
2 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
3 federal financial assistance programs and/or activities.

4 5.3 CONTRACTOR shall be licensed as a Foster Family Agency and CONTRACTOR
5 shall operate in compliance with California Department of Social Services (CDSS) Foster Family
6 Agency licensing standards.

7 5.4 CONTRACTOR shall cooperate with CDSS on the implementation, monitoring,
8 and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and
9 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all reporting and
10 evaluation requirements established by CDSS.

11 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

12 6.1 Delegation and Assignment

13 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
14 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
15 written consent of COUNTY. Any attempted delegation or assignment without prior written
16 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
17 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
18 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
19 benefits under the terms of this Agreement requiring COUNTY approval.

20 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
21 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
22 for the provision of services under the Agreement.

23 6.2 Change of Ownership

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

1 7. SUBCONTRACTS

2 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
3 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
4 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
5 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
6 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
7 ADMINISTRATOR may require.

8 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

9 8.1 Form of Business Organization

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

13 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
14 partnership, corporation, etc.

15 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
16 of ownership or otherwise, to any parent organization or individual.

17 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
18 subsidiary business organization or to any individual who may be providing services, supplies,
19 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
20 under this Agreement.

21 8.2 Change in Form of Business Organization

22 If, during the term of this Agreement, the form of CONTRACTOR's business
23 organization changes, or the ownership of CONTRACTOR changes, or when changes occur
24 between CONTRACTOR and other businesses that could impact services provided through this
25 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such
26 changes. A change in the form of business organization may, at COUNTY's sole discretion, be
27 treated as an attempted assignment of rights or delegation of duties of this Agreement.

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1 8.3 Name Change

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

7 9. USE OF COUNTY PROPERTY

8 9.1 During the entire term of this Agreement, CONTRACTOR shall provide services
9 at two (2) single-story, residential style structures located at Tustin Family Campus, a facility
10 wholly owned and operated by County of Orange. CONTRACTOR shall enter into a license
11 agreement CEO/LCA/SSA-019-049-1, with a term of January 1, 2020 to June 30, 2021, with
12 ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute all terms and
13 conditions of said agreement upon ADMINISTRATOR's presentation of said document to
14 CONTRACTOR. CONTRACTOR'S failure to execute the license agreement will result in a
15 breach of this Agreement. CONTRACTOR'S failure to comply with the terms and conditions of
16 the license shall be a breach of this Agreement.

17 9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and
18 Housing Act and Americans with Disabilities Act accommodations for its own employees at
19 COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for
20 such accommodations at no cost to CONTRACTOR.

21 10. NON-DISCRIMINATION

22 10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
23 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
24 services or benefits, assignment of accommodations, treatment, evaluation, employment of
25 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
26 ancestry, physical disability, mental disability, medical condition, genetic information, marital
27 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
28 status, or any other protected group, in accordance with the requirements of all applicable federal

1 or State laws.

2 10.2 CONTRACTOR shall furnish any and all information requested by
3 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
4 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
5 10 et seq.

6 10.3 Non-Discrimination in Employment

7 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
8 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
9 Department of Labor regulations (Title 41 CFR Part 60).

10 10.3.2 All solicitations or advertisements for employees placed by or on behalf of
11 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
12 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
13 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
14 gender expression, age, sexual orientation, military and veteran status, or any other protected
15 group, in accordance with the requirements of all applicable federal or State laws. Notices
16 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
17 for employees and job applicants.

18 10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
19 formal discrimination complaint to:

20 California Department of Fair Employment

21 2218 Kausen Drive, Suite 100

22 Elk Grove, CA 95758

23 Telephone: (800) 884-1684

24 (800) 700-2320 (TTY)

25 10.4 Non-Discrimination in Service Delivery

26 10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
27 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
28 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in

1 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
 2 amended; California Civil Code Section 51 et seq., as amended; California Government Code
 3 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
 4 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
 5 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
 6 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
 7 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
 8 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 9 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
 10 amended. CONTRACTOR shall not implement any administrative methods or procedures which
 11 would have a discriminatory effect or which would violate the CDSS Manual of Policies and
 12 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,
 13 CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with
 14 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be
 15 referred to the appropriate federal agency for further compliance action and enforcement of
 16 Subparagraph 10.4 et seq.

17 10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
 18 complaint any and all information as appropriate:

19 10.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
 20 (PUB 13)

21 10.4.2.2 Discrimination Complaint Form

22 10.4.2.3 Civil Rights Contacts:

23 County Civil Rights Contact:

24 Orange County Social Services Agency

25 Program Integrity

26 Attn: Civil Rights Coordinator

27 P.O. Box 22001

28 Santa Ana, CA 92702-2001

1 Telephone: (714) 438-8877

2 State Civil Rights Contact:

3 California Department of Social Services

4 Civil Rights Bureau

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

6 Sacramento, CA 94244-2430

7 Federal Civil Rights Contact:

8 U.S. Department of Health and Human Services

9 Office of Civil Rights

10 50 U.N. Plaza, Room 322

11 San Francisco, CA 94102

12 10.4.3 The following websites provide Civil Rights information, publications
13 and/or forms:

14 10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>
15 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

16 10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->
17 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*
18 *Programs*)

19 10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
20 (*SSA Contractor and Vendor Compliance page*)

21 11. NOTICES

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

24 COUNTY: County of Orange Social Services Agency
25 Contracts and Procurement Services
26 500 N. State College Blvd, Suite 100
27 Orange, CA 92868

28 ///

1 CONTRACTOR: Olive Crest
2 2130 E. Fourth Street, Suite 200
3 Santa Ana, CA 92705
4

5 11.2 All notices shall be deemed effective when in writing and deposited in the United
6 States mail, first class, postage prepaid and addressed as above. Any communications, including
7 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
8 Agreement addressed in any other fashion shall be deemed not given. The parties each may
9 designate by written notice from time to time, in the manner aforesaid, any change in the address
10 to which notices must be sent.

11 12. NOTICE OF DELAYS

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

16 13. INDEMNIFICATION

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

28 ///

1 14. INSURANCE

2 14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
3 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
4 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
5 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
6 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
7 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
8 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
9 CONTRACTOR.

10 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
11 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
12 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
13 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
14 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
15 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
16 requirements to every subcontractor and to receive proof of insurance prior to allowing any
17 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
18 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
19 reasonable time.

20 14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
21 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
22 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
23 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
24 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
25 provision(s) in the Agreement, agrees to all of the following:

26 14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
27 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
28 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend

COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

14.3.2 CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

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

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

14.5 Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles:	
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
	\$2,000,000 per occurrence

1	Passenger Vehicles up to seven (7) passengers, not including the driver	
2	Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
3		
4	Workers' Compensation	Statutory
5	Employer's Liability Insurance	\$1,000,000 per occurrence
6	Network Security & Privacy Liability	\$1,000,000 per claims made
7		
8		
9	Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
10		
11	Sexual Misconduct Liability	\$1,000,000 per occurrence
12		

13 14.8 Required Coverage Forms

14 14.8.1 Commercial General Liability coverage shall be written on Insurance
15 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
16 broad.

17 14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
18 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

19 Required Endorsements

20 14.8.3 Commercial General Liability policy shall contain the following
21 endorsements, which shall accompany the Certificate of Insurance:

22 14.8.3.1 An Additional Insured endorsement using ISO form CG 20 26
23 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
24 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
25 state AS REQUIRED BY WRITTEN CONTRACT.

26 14.8.3.2 A primary non-contributing endorsement using ISO form CG 20
27 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
28

1 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
2 contributing.

3 14.8.4 The Network Security and Privacy Liability policy shall contain the
4 following endorsements which shall accompany the Certificate of Insurance.

5 14.8.4.1 An Additional Insured endorsement naming the County of
6 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
7 for its vicarious liability.

8 14.8.4.2 A primary and non-contributing endorsement evidencing that
9 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
10 County of Orange shall be excess and non-contributing.

11 14.9 The Workers' Compensation policy shall contain a waiver of subrogation
12 endorsement waiving all rights of subrogation against the County of Orange, its elected and
13 appointed officials, officers, agents and employees or provide blanket coverage, which will state
14 AS REQUIRED BY WRITTEN CONTRACT.

15 14.10 All insurance policies required by this Agreement shall waive all rights of
16 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
17 employees when acting within the scope of their appointment or employment.

18 14.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
19 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
20 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
21 a material breach of the contract, upon which the COUNTY may suspend or terminate this
22 Agreement.

23 14.12 If CONTRACTOR's Professional Liability and/or Network Security & Privacy
24 Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional
25 Liability and/or Network Security & Privacy Liability coverage for two (2) years following
26 completion of this Agreement.

27 14.13 The Commercial General Liability policy shall contain a severability of interests
28 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

1 14.14 Insurance certificates should be mailed to COUNTY at the address indicated in
2 Paragraph 11 of this Agreement.

3 14.15 If CONTRACTOR fails to provide the insurance certificates and endorsements
4 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
5 award may be made to the next qualified proponent.

6 14.16 COUNTY expressly retains the right to require CONTRACTOR to increase or
7 decrease insurance of any of the above insurance types throughout the term of this Agreement.
8 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
9 appropriate to adequately protect COUNTY.

10 14.17 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
11 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
12 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
13 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
14 COUNTY shall be entitled to all legal remedies.

15 14.18 The procuring of such required policy or policies of insurance shall not be construed
16 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
17 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
18 available from the insurer.

19 15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

22 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against
23 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
24 under this Agreement. While CONTRACTOR is required to provide this information without
25 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
26 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

27 15.2 Any accident or incident relating to services performed under this Agreement that
28 involves injury or property damage which may result in the filing of a claim or lawsuit against

1 CONTRACTOR and/or COUNTY.

2 15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
3 relating to services performed by CONTRACTOR under this Agreement.

4 15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

5 15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
6 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
7 Agreement.

8 15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
9 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
10 of service location or jurisdiction.

11 16. CONFLICT OF INTEREST

12 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
13 or conditions that could result in a conflict with COUNTY interests. In addition to the
14 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
15 subcontractors associated with the provision of goods and services provided under this Agreement.
16 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
17 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
18 entertainment, payments, loans, or other considerations which could be deemed to influence or
19 appear to influence COUNTY staff or elected officers in the performance of their duties.

20 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
21 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
22 Agreement performance. While CONTRACTOR will be required to provide this information
23 without prompting from COUNTY any time there is a change regarding conflict of interest,
24 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

25 17. ANTI-PROSELYTISM PROVISION

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

1 law.

2 18. SUPPLANTING GOVERNMENT FUNDS

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

11 19. EQUIPMENT

12 19.1 All items purchased with funds provided under this Agreement, or which are
13 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
14 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
15 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
16 Equipment is limited to the performance of this Agreement. Upon the termination of this
17 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
18 COUNTY or its representatives, or dispose of them in accordance with the directions of
19 ADMINISTRATOR.

20 CONTRACTOR further agrees to the following:

21 19.1.1 To maintain all items of Capital Equipment in good working order and
22 condition, normal wear and tear excepted.

23 19.1.2 To label all items of Capital Equipment, do periodic inventories as required
24 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
25 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
26 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

27 19.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
28 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement

1 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

2 19.1.4 To purchase a policy or policies of insurance covering loss or damage to
3 any and all Capital Equipment purchased under this Agreement, in the amount of the full
4 replacement value thereof, providing protection against the classification of fire, extended
5 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
6 parties' interests as they appear.

7 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
8 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
9 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
10 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
11 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
12 prior written approval has not been obtained from ADMINISTRATOR.

13 20. BREACH SANCTIONS

14 20.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
15 conditions of this Agreement shall be a material breach of this Agreement. In such event,
16 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
17 available at law, in equity, or otherwise specified in this Agreement:

18 20.1.1 Afford CONTRACTOR a time period within which to cure the breach,
19 which period shall be established by ADMINISTRATOR; and/or

20 20.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
21 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
22 and/or

23 20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
24 COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

25 20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
26 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

27 21. PAYMENTS

28 21.1 During the term of this Agreement, County shall pay CONTRACTOR monthly in

1 arrears, a specialized rate of reimbursement for the services provided under this Agreement as
2 established by the State of California in CDSS MPP, Division 11, Section 11-403 and as
3 determined by CDSS Foster Care Rates Bureau. The specialized rate established will be
4 approximate to, but not greater than, the established Intensive Services Foster Care (ISFC) per
5 foster child in the home.

6 21.2 It is mutually understood that CDSS determines the specialized rate and rate may
7 vary during the term of this Agreement. Rate may include California Necessities Index (CNI)
8 increases as approved by CDSS.

9 21.3 Payments shall accrue from the date a foster child is placed at TFC and terminate
10 on the date before the foster child is discharged from TFC. The daily rate shall be paid when an
11 individual child is in the home for less than a full calendar month. The daily rate is calculated by
12 multiplying the monthly rate times twelve (12) months and dividing by three hundred sixty-five
13 (365) days. The monthly rate shall be paid when an individual child is in the home for a full
14 calendar month.

15 21.4 Upon written approval by COUNTY Social Worker, County may continue to pay
16 for foster care for up to fourteen (14) days when a foster child leaves TFC prior to the planned
17 discharge date (e.g., runaway), if CONTRACTOR has agreed to take foster child back immediately
18 upon notice during the period of continued payment.

19 21.5 CONTRACTOR shall provide written notice to County within thirty (30) days of
20 the receipt of a payment for an Orange County placement which is inconsistent with the period of
21 placement and results in an overpayment or an underpayment.

22. OVERPAYMENTS

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

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

7 23. OUTSTANDING DEBT

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

11 24. MEDICAL COSTS

12 24.1 It is anticipated that any medical costs for foster children placed by COUNTY under
13 this Agreement will be paid by the State Medi-Cal program during such periods as the foster child
14 is eligible for health care services under that program.

15 24.2 If the foster child is ineligible for Medi-Cal services, CONTRACTOR shall notify
16 foster child's COUNTY Social Worker and specify the medical treatment needed and approximate
17 cost. Except in emergencies, authorization by the COUNTY Social Worker must be obtained prior
18 to incurring any medical expenses not covered by Medi-Cal. COUNTY may pay for medical
19 services, in accordance with COUNTY procedure, if such services are deemed necessary by
20 COUNTY and Medi-Cal rejects coverage. COUNTY will reimburse based on Medi-Cal rates.

21 24.3 CONTRACTOR will be responsible for controlling the use of each foster child's
22 Medi-Cal proof-of-eligibility card.

23 25. FINAL REPORT

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

1 26. RECORDS, INSPECTIONS, AND AUDITS

2 26.1 Financial Records

3 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
4 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
5 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
6 State, and federal audits are completed, whichever is later.

7 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
8 internal control, and financial reporting standards in conformity with generally accepted
9 accounting principles established by the American Institute of Certified Public Accountants and
10 to the satisfaction of ADMINISTRATOR.

11 26.2 Client Records

12 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
13 of clients served and dates and type of services provided under the terms of this Agreement in a
14 form acceptable to ADMINISTRATOR.

15 26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
16 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
17 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
18 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
19 requests and COUNTY provides written approval for the right to store the records in another
20 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
21 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
22 accordance with Subparagraph 43.2.

23 26.2.3 COUNTY may refuse payment for a claim if client records are determined
24 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
25 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
26 overpayment within the provisions of this Agreement.

27 26.3 Public Records

28 To the extent permissible under the law, all records, including, but not limited to,

1 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
2 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

3 26.4 Inspections and Audits

4 26.4.1 The U.S. Department of Health and Human Services, Comptroller General
5 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
6 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
7 have access to any books, documents, papers, and records, including medical records, of
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
9 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
10 the work performed or being performed under this Agreement and the premises in which it is being
11 performed.

12 26.4.2 CONTRACTOR shall make its books and records available within the
13 borders of Orange County within ten (10) days of receipt of written demand by
14 ADMINISTRATOR.

15 26.4.3 In the event CONTRACTOR does not make available its books and
16 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
17 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
18 obtain CONTRACTOR's books and records.

19 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
20 liability to the State or Federal Government or any agency thereof resulting from any
21 disallowances or other audit exceptions to the extent that such liability is attributable to
22 CONTRACTOR's failure to perform under this Agreement.

23 26.5 Evaluation Studies

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

27 27. PERSONNEL DISCLOSURE

28 27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of all

1 Personnel providing services hereunder, including résumés and job applications. Changes to the
2 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
3 and/or job application. The list shall include:

4 27.1.1 Names and dates of birth of all Personnel by title, whose direct services are
5 required to provide the programs described herein;

6 27.1.2 A brief description of the functions of each position and the hours each
7 person works each week, or for part-time Personnel, each day or month, as appropriate;

8 27.1.3 The professional degree, if applicable, and experience required for each
9 position; and

10 27.1.4 The language skill, if applicable, for all Personnel.

11 27.2 Where authorized by law, and in a manner consistent with CGC Section 12952,
12 CONTRACTOR shall require prospective Personnel to provide detailed information regarding the
13 conviction of a crime, by any court, for offenses other than minor traffic offenses. Information
14 discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for
15 termination from the performance of services under this Agreement.

16 27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
17 a clearance on the following public websites of the names and dates of birth for all Personnel who
18 will have direct, interactive contact with clients served through this Agreement: U.S. Department
19 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
20 Registry (www.meganslaw.ca.gov).

21 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
22 a criminal record background check on all Personnel who will have direct, interactive contact with
23 clients served through this Agreement. Background checks conducted through the California
24 Department of Justice shall include a check of the California Central Child Abuse Index, when
25 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
26 performance of services under this Agreement.

27 27.5 CONTRACTOR shall ensure that clearances and background checks described in
28 Subparagraphs 27.3 and 27.4 are completed prior to CONTRACTOR's Personnel providing

1 services under this Agreement.

2 27.6 In the event a record is revealed through the processes described in Subparagraphs
3 27.3 and 27.4, COUNTY will be available to consult with CONTRACTOR on appropriateness of
4 Personnel providing services through this Agreement.

5 27.7 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
6 provide services under this Agreement have satisfactory past work records and/or reference checks
7 indicating their ability to perform the required duties and accept the kind of responsibility
8 anticipated under this Agreement. CONTRACTOR shall maintain records of background
9 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
10 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
11 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
12 are completed, whichever is later, in compliance with all applicable laws.

13 27.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
14 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
15 Personnel performing services under this Agreement, when such information becomes known to
16 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
17 provide services under this Agreement and shall provide notice of such determination to
18 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
19 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 20 above.

20 27.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's
21 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

22 27.10 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
23 from the performance of services under this Agreement. At the request of COUNTY,
24 CONTRACTOR shall immediately replace said Personnel.

25 27.11 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
26 for cause from working on this Agreement.

27 27.12 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
28 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the

1 terms and conditions of this Agreement.

2 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

17 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

18 29.1 CONTRACTOR certifies it is in full compliance with all applicable federal and
19 State reporting requirements regarding its employees and with all lawfully served Wage and
20 Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance
21 throughout the term of the Agreement with the County of Orange. Failure to comply shall
22 constitute a material breach of the Agreement and failure to cure such breach within sixty (60)
23 calendar days of notice from the COUNTY shall constitute grounds for termination of the
24 Agreement.

25 29.2 In the case of an individual contractor or contractor doing business in a form other
26 than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days
27 of the award of this Agreement:

28 29.2.1 His/her name, date of birth, Social Security number, and residence address;

1 or

2 29.2.2 In the case of a contractor doing business in a form other than as an
3 individual, the name, date of birth, Social Security number, and residence address of each
4 individual who owns an interest of ten percent (10%) or more in the contracting entity.

5 29.3 It is expressly understood that this data will be transmitted to governmental
6 agencies charged with the establishment and enforcement of child support orders, and for no other
7 purpose.

8 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

19 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
20 LAW

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

25 32. CONFIDENTIALITY

26 32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
27 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
28 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may

1 now exist or be hereafter amended.

2 32.2 All records and information concerning any and all persons referred to
3 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
4 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
5 individuals performing services under this Agreement. CONTRACTOR shall require all of its
6 employees, agents, subcontractors, and all other individuals performing services under this
7 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
8 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
9 of this Agreement.

10 32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
11 other individuals performing services under this Agreement of this provision and that any person
12 violating the provisions of said California state law may be guilty of a crime.

13 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
14 to the confidentiality requirements of this Agreement.

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

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

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

27 ///

28 ///

1 33. SECURITY

2 33.1 Security Requirements

3 33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
4 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
5 confidentiality that currently exists or exists at any time during the term of this Agreement.
6 CONTRACTOR represents and warrants that it has implemented and will maintain during the
7 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
8 private and confidential client information, to protect against anticipated threats to the security or
9 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
10 use of COUNTY data. Such safeguards and controls shall include at a minimum:

11 33.1.1.1 Storage of confidential paper files that ensures records are
12 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

13 33.1.1.2 Control of access to physical and electronic records to ensure
14 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
15 services.

16 33.1.1.3 Control to prevent unauthorized access and to prevent
17 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

18 33.1.1.4 Firewall protection.

19 33.1.1.5 Use of encryption methods of electronic COUNTY data while
20 in transit from CONTRACTOR networks to external networks, when applicable.

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

27 33.2 Security Breach Notification

28 33.2.1 CONTRACTOR shall have policies and procedures in place for the

1 effective management of Security Breaches, as defined below. In the event of any actual,
2 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
3 experiences or learns of that either compromises or could reasonably be expected to comprise
4 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
5 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
6 notification, CONTRACTOR shall, at its own expense, immediately:

7 33.2.1.1 Investigate to determine the nature and extent of the Security
8 Breach.

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

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

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

26 34. COPYRIGHT ACCESS

27 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have
28 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and

1 hereafter, all material developed under this Agreement, including those covered by copyright.

2 35. WAIVER

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

9 36. PETTY CASH

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

12 37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

13 37.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
14 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
15 commercial advertisement, promotional purposes, announcements, displays, or press releases,
16 without COUNTY's prior written consent is expressly prohibited.

17 37.2 CONTRACTOR may develop and publish information related to this Agreement
18 where all of the following conditions are satisfied:

19 37.2.1 ADMINISTRATOR provides its written approval of the content and
20 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
21 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

22 37.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
23 a statement that the program, wholly or in part, is funded through County, State, and Federal
24 Government funds;

25 37.2.3 The information does not give the appearance that the COUNTY, its
26 officers, employees, or agencies endorse:

27 37.2.3.1 Any commercial product or service; and

28 37.2.3.2 Any product or service provided by CONTRACTOR, unless

1 approved in writing by ADMINISTRATOR; and

2 37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
3 or other publicly available social media sites) to publish information related to this Agreement,
4 CONTRACTOR shall develop social media policies and procedures and have them available to
5 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
6 and Procedures as they pertain to any social media developed in support of the services described
7 within this Agreement. The policy is available on the Internet at
8 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

9 38. REPORTS

10 38.1 CONTRACTOR shall provide information deemed necessary by
11 ADMINISTRATOR to complete any State-required reports related to the services provided under
12 this Agreement.

13 38.2 CONTRACTOR shall maintain records and submit reports containing such data
14 and information regarding the performance of CONTRACTOR's services, costs, or other data
15 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
16 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
17 written notice to CONTRACTOR.

18 39. ENERGY EFFICIENCY STANDARDS

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

21 40. ENVIRONMENTAL PROTECTION STANDARDS

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

27 40.1 No facility to be utilized in the performance of the proposed grant has been listed
28 on the EPA List of Violating Facilities;

1 40.2 It will notify COUNTY prior to award of the receipt of any communication from
2 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
3 grant is under consideration to be listed on the EPA List of Violating Facilities; and

4 40.3 It will notify COUNTY and EPA about any known violation of the above laws and
5 regulations.

6 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
7 CERTAIN FEDERAL TRANSACTIONS

8 41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
9 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
10 by the Office of Management and Budget (OMB) and published in the Federal Register dated
11 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
12 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
13 contain, and CONTRACTOR must certify compliance utilizing a form provided by
14 ADMINISTRATOR that cites the following:

15 41.1.1 The definitions and prohibitions contained in the clause at Federal
16 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
17 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
18 41.1.2 of this certification.

19 41.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
20 knowledge and belief as of December 23, 1989, that

21 41.1.2.1 No federal appropriated funds have been paid or will be paid to
22 any person for influencing or attempting to influence an officer or employee of any agency, a
23 Member of Congress, an officer or employee of Congress, or an employee of a Member of
24 Congress on his or her behalf in connection with the awarding of any federal contract, the making
25 of any federal grant, the making of any federal loan, the entering into of any cooperative
26 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
27 contract, grant, loan or cooperative agreement;

28 41.1.2.2 If any funds other than federal appropriated funds (including

1 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
2 person for influencing or attempting to influence an officer or employee of any agency, a Member
3 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
4 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
5 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
6 and

7 41.1.2.3 He or she will include the language of this certification in all
8 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
9 \$100,000 shall certify and disclose accordingly.

10 41.1.3 Submission of this certification and disclosure is a prerequisite for making
11 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
12 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
13 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
14 and not more than \$100,000, for each such failure.

15 42. POLITICAL ACTIVITY

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

19 43. TERMINATION PROVISIONS

20 43.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
21 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
22 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
23 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
24 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
25 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
26 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
27 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
28 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

1 43.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
2 notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to
3 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
4 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
5 parties. During the Transition Period, service and data access shall continue to be made available
6 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
7 transitioning all data in the format determined by COUNTY.

8 43.3 In the event of termination of this Agreement, cessation of business by
9 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
10 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
11 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
12 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
13 Agreement.

14 43.4 The obligations of COUNTY under this Agreement are contingent upon the
15 availability of federal and/or State funds, as applicable, for the reimbursement of
16 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the
17 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
18 remains in effect or operation. In the event that such funding is terminated or reduced,
19 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum
20 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
21 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
22 notification of such determination. CONTRACTOR shall immediately comply with
23 ADMINISTRATOR’s decision.

24 43.5 If any term, covenant, condition, or provision of this Agreement or the application
25 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
26 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
27 thereby.

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1 44. GOVERNING LAW AND VENUE

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

9 45. SIGNATURE IN COUNTERPARTS

10 45.1 The parties agree that separate copies of this Agreement may be signed by each of
11 the parties, and this Agreement will have the same force and effect as if the original had been
12 signed by all the parties.

13 45.2 CONTRACTOR represents and warrants that the person executing this Agreement
14 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
15 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
16 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

17 ///

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

By: 
DONALD VERLEUR
CHIEF EXECUTIVE OFFICER
OLIVE CREST

By: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 10/8/19

Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: 
DEPUTY

Dated: 10/9/19

1 EXHIBIT A
 2 TO
 3 AGREEMENT
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 OLIVE CREST
 8 FOR THE PROVISION OF FOSTER FAMILY AGENCY
 9 RESOURCE FAMILY HOMES SERVICES
 10 AT TUSTIN FAMILY CAMPUS

11
 12 1. POPULATION TO BE SERVED

13 The population to be served shall hereinafter be referred to as “foster child(ren)” and
 14 include foster children who meet the following criteria:

15 1.1 Ages birth (0) to eighteen (18) years, who are under the jurisdiction of the Juvenile
 16 Court pursuant to Welfare and Institutions Code (WIC) Sections 300 et seq., who are in out-of-
 17 home care, and are not able to be placed with their parents, family members, and NREFMs.

18 1.2 Foster children who are members of a sibling set and where placement together has
 19 been identified to be in the best interest of the children.

20 1.3 Foster children who may have a history of child abuse, loss, trauma, and serious
 21 behavioral and mental health needs. Behavioral and mental health needs may be manifested in
 22 behaviors such as acts of verbal and behavioral aggression and defiance, property destruction, and
 23 poor impulse control.

24 2. DEFINITIONS

25 2.1 Agency Placement Agreement: The agreement between CONTRACTOR and
 26 foster child's authorized representative as required by Title 22, California Code of Regulations,
 27 Section 80068.

28 ///

1 2.2 California Department of Social Services (CDSS): The State agency charged with
2 the responsibility to serve, aid and protect disadvantaged and vulnerable children and adults.
3 CDSS establishes the rate for each Foster Family Agency (FFA) utilized by counties for placement
4 of dependent children.

5 2.3 Case Plan: A written document which identifies a case plan goal, objectives to be
6 achieved, services to be provided, and case management activities to be performed, and, at a
7 minimum, specifies the type of home in which a foster child shall be placed.

8 2.4 Child and Family Team (CFT): A group of individuals who are convened and
9 engaged by the placing agency to identify the strengths and needs of the child and his or her family
10 and to help achieve positive outcomes for safety, permanency, and well-being.

11 2.5 Community Care Licensing Division (CCLD): The division of the California
12 Department of Social Services (CDSS) that is responsible for the licensing and monitoring of
13 Foster Family Agencies for compliance with Title 22 licensing regulations and Interim Licensing
14 Standards within the State of California.

15 2.6 County Social Worker: A Children and Family Services Senior Social Worker
16 assigned to a foster child's Orange County Juvenile Court case.

17 2.7 Family Finding and Engagement (FFE): Actions taken in identifying, locating and
18 notifying the relatives of a child in foster care and related efforts to foster familial connections for
19 foster children while in care.

20 2.8 Foster Child: Children ages birth (0) to eighteen (18) years, who are under the
21 jurisdiction of the Juvenile Court pursuant to WIC Sections 300 et seq.

22 2.9 Foster Care: Twenty-Four (24) hour out-of-home care provided to a foster child
23 whose family is unable or unwilling to care for them, and who is in need of temporary or long-
24 term substitute care.

25 2.10 Foster Family Agency (FFA): Any organization engaged in the recruiting,
26 certifying, and training of, and providing professional support to, foster parents, or in finding
27 homes for placement of children for temporary or permanent care who require that level of care as
28 an alternative to a group home/Short Term Residential Therapeutic Program (STRTP).

1 2.11 Health and Education Passport (HEP): Health and Education Passport (HEP): The
2 document that provides historical and current medical, dental, mental health, and educational
3 information on a foster child.

4 2.12 HEP Encounter Form: The form to record the foster child's medical/dental exam
5 information for the Health Passport Update report.

6 2.13 Ice Breaker: Informal foster child -focused meeting involving FFA staff,
7 COUNTY Social Workers, biological parents, and FFA caregivers held prior to, or soon after, a
8 foster child is placed in out-of-home care to facilitate the sharing of information about the foster
9 child and for team building between biological parents and FFA caregivers.

10 2.14 Individual Education Plan (IEP): A written plan or program developed after an
11 assessment and meeting(s) with involved parties that include parents, guardians, and school staff,
12 that describes a youth's educational needs and the services that will be provided to meet those
13 needs.

14 2.15 Needs and Services Plan: Written plan required by California Code of Regulations
15 (CCR), Title 22, Division 6, Sections 84068.2 and 84268.2 relating to the licensing of community
16 care facilities.

17 2.16 Non-related Extended Family Member (NREFM): An adult who has an established
18 familial relationship with a relative of a child or a familial or mentoring relationship with a child
19 as described in WIC Section 362.7.

20 2.17 Permanency: Safe, stable, sustainable, and committed relationship between a foster
21 child and an adult across time and circumstances.

22 2.18 Placement Disruption: An occasion requiring the removal of a foster child from
23 the FFA certified home. Placement disruption may occur when the foster child is no longer
24 compatible with the ability of the FFA to meet child's needs in the RFA Home.

25 2.19 Program Statement: Document prepared by the FFA, as required by CDSS
26 regulations, and filed with CCL, providing details of the day-to-day operations of the FFA,
27 including, but not limited to, staffing, training, therapy, selection criteria for Resource Parents,
28 intake criteria, and record-keeping.

1 2.20 Relative: An adult who is related to a child by blood, adoption, or affinity within
2 the fifth degree of kinship, including stepparents, stepsiblings, and all relatives whose status is
3 preceded by the words "great," "great-great," or "grand" or the spouse of any of those persons even
4 if the marriage was terminated by death or dissolution, as defined in WIC Section 11400.

5 2.21 Resource Parent(s)/Resource Family (also commonly referred to as Foster
6 Parents/Foster Family): An individual or couple that a county or FFA determines to have
7 successfully met the application and assessment criteria necessary for providing foster care for a
8 child who is under the jurisdiction of the Juvenile Court, or otherwise in the care of a county child
9 welfare agency.

10 2.22 Resource Family Approval (RFA): When an Applicant or Resource Family
11 successfully meets the home environment assessment and permanency assessment standards
12 adopted pursuant to WIC Section 16519.5.

13 2.23 Resource Family Approval Program: The single process for approving families for
14 foster care, legal guardianship, and adoption.

15 2.24 Special Education Local Planning Agency (SELPA): School districts and County
16 Offices of Education within particular geographic areas that provides county-wide support to
17 special education staff and administration to encourage high quality instructional and professional
18 practice.

19 3. PRINCIPLES OF SERVICE

20 CONTRACTOR shall ensure that the delivery of FFA Resource Family Home Services is
21 based on the following principles:

22 3.1 Provide services that are client-centered and client-friendly.

23 3.2 Provide foster children with a nurturing, caring, and familial environment.

24 3.3 Consider the cultural, religious, ethnic, and/or racial background of the foster child
25 as well as the capacity of the prospective Resource Parents to meet the needs of foster child.

26 3.4 Provide strength-based, trauma informed, culturally responsive, and
27 developmentally appropriate treatment and support services, suited to meet the foster child's
28 individually assessed needs.

1 4. GOALS, STRATEGIES AND OUTCOMES

2 4.1 Goals

3 CONTRACTOR shall meet the following goals during the delivery of the FFA
4 Resource Family Home Services:

5 4.1.1 Provide a level of care commensurate with the medical, psychosocial, and
6 development needs of foster children.

7 4.1.2 Provide stability for foster children placed at RFA Resource Family Homes
8 over a period of six (6) months.

9 4.1.3 Provide supportive services, including monitored visitation and
10 transportation of foster children to visits, school, and services related to foster child's case plan
11 and extra-curricular activities.

12 4.2 Strategies

13 Social Services Agency is committed to ensuring services provided to clients
14 adhere to Center for the Study of Social Policy's (CSSP) Strengthening Families Approach and
15 Protective Factors Framework for preventing child abuse and neglect, which include the following
16 strategies:

17 4.2.1 Provide Concrete Support in Times of Need;

18 4.2.2 Increase Parental Resilience;

19 4.2.3 Increase Knowledge of Parenting and Child Development;

20 4.2.4 Support the Social and Emotional Competence of Children; and

21 4.2.5 Build Parents' Social Connection.

22 4.3 Outcomes

23 CONTRACTOR shall establish the following outcomes for FFA Resource Family
24 Homes Services at TFC:

25 4.3.1 A minimum of ninety-five percent (95%) of placed children shall remain
26 placed until the children transition into permanent or long term placement or as directed by
27 ADMINISTRATOR.

28 4.3.2 A minimum of ninety-five percent (95%) of placed children shall receive

1 supportive services of transportation and monitored/supervised visitation through the provisions
2 of the FFA.

3 4.3.3 As a result of FFE efforts, a minimum of seventy percent (70%) of children,
4 who are placed for longer than one (1) month, shall establish and/or maintain a connection with a
5 family member or natural support person who is committed to being a lifelong support for the
6 foster child.

7 5. FFA GENERAL SERVICES

8 CONTRACTOR shall provide services described below to the placed children received
9 until placed children are ready to transition from the TFC to achieve reunification with parent(s);
10 or transition to placement with a relative, non-relative extended family member (NREFM), or
11 licensed/certified Resource Family home.

12 CONTRACTOR shall:

13 5.1 Provide services in accordance with Title 22 Regulations, CDSS regulations for
14 FFA Resource Family homes, and approved program statements.

15 5.2 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised
16 Program Statement submitted to the CDSS Foster Care Rates Bureau and/or CCLD prior to the
17 execution of this Agreement and shall submit all revised Program Statements thereafter.
18 Provisions of the revised Program Statement shall supersede the provisions contained in the
19 previous Program Statement to the extent that they conflict.

20 5.3 Maintain placement of foster children for up to six (6) months or as deemed
21 necessary by ADMINISTRATOR.

22 5.4 Provide services as ordered by the Orange County Juvenile Court, or as determined
23 by the Needs and Services Plan.

24 5.5 Provide supportive services to approved Resource Family Homes at TFC as
25 required by the State of California, as documented in FFA's approved or pending approval program
26 statements, and as necessary to maintain and preserve placement.

27 5.6 Ensure foster child is enrolled and maintains attendance in the local school district
28 and/or school of origin, including cooperation with the Special Education Local Planning Agency

1 (SELPA) in any needed assessment and follow-up for special education services, in the
2 development and implementation of an Individual Education Plan (IEP), and surrogate parent
3 appointment, as appropriate.

4 5.7 Participate in icebreaker meetings between foster child's parents and FFA Resource
5 Parents as a team-building experience.

6 5.8 Train its social workers and caregivers in conducting icebreakers.

7 5.9 Attend meetings with ADMINISTRATOR to discuss service and contractual
8 elements of program.

9 6. SERVICE REQUIREMENTSS

10 CONTRACTOR shall provide FFA Resource Family Homes Services at the TFC in two
11 (2) separate residential homes consisting of six (6) beds for foster children per home or more as
12 approved by CCLD. Resource families may have additional children and adults living in their
13 quarters as approved by CCLD, including but not limited to foster children, other children, adult
14 children, and other family members. Services provided to foster children, shall be pursuant to the
15 terms and conditions set forth herein, in accordance with the foster child's FFA Agency Placement
16 Agreement, Court Ordered Services Case Plan, and CONTRACTOR's Program Statement
17 approved by the State of CCLD. CONTRACTOR shall ensure the FFA Resource Family Homes
18 Services at TFC include, but not be limited to, the following:

19 6.1 Resource Family Recruitment and Training

20 6.1.1 Identify or recruit Resource Parents to reside at the two (2) residential
21 homes located at TFC.

22 6.1.2 Certify Resource Family homes by CONTRACTOR's trained evaluator and
23 in compliance with COUNTY regulations, State law, and federal law. FFA shall ensure the FFA
24 Interim Licensing Standards Version 4 or any subsequent FFA licensing standards must be
25 satisfied, approved, and/or cleared prior to certification and receiving any placements from
26 ADMINISTRATOR.

27 6.1.3 In case where Resource Parents are unable to continue as Resource Parents
28 at TFC location, which can include situations where Resource Family surrenders their approval or

1 CONTRACTOR rescinds their approval, CONTRACTOR shall notify COUNTY on first business
2 day information is known and provide COUNTY with any transition plan determined for
3 continuance of services at TFC home.

4 6.2 Referral and Placement of Foster Children

5 6.2.1 Provide services regardless of the quantity of placement referrals received.

6 It is mutually understood that no minimum number of placement referrals is guaranteed, expressed,
7 or implied, under this Agreement.

8 6.2.2 Utilize a mutually agreed upon secured method of communication for all
9 referrals on a form provided by ADMINISTRATOR.

10 6.2.3 Confirm receipt of referrals using a mutually agreed upon method.

11 6.2.4 Ensure that only foster children referred by ADMINISTRATOR are placed
12 in the homes at TFC.

13 6.2.5 Accept all foster children referred for placement. ADMINISTRATOR shall
14 prioritize placement of siblings sets in the homes at TFC. Individual foster children, who are not
15 part of a sibling set for placement, shall be referred at ADMINISTRATOR's discretion.

16 6.2.6 Ensure the FFA Resource Family Homes at TFC are available for
17 immediate placement by ADMINISTRATOR and not utilized for respite placement with other
18 homes in the FFA.

19 6.2.7 Collaborate with ADMINISTRATOR to ensure placement is appropriate,
20 remains stable, and can accept referrals as openings occur.

21 6.2.8 Develop a safety plan as addressed in the Needs and Services Plan, for each
22 placed foster child with any known behavioral issues as indicated by placement records, or when
23 foster child presents concerning behavioral issues while in placement, and update safety plan upon
24 any new event (e.g., running away, self-harm behavior, etc.).

25 6.2.9 Monitor the stability of each placement and intervene as early as possible
26 and when necessary to reduce stress factors in order to preserve the placement, and consult with
27 COUNTY Social Worker as soon as possible prior to requesting to terminate a placement.

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1 6.3 Family Engagement

2 6.3.1 Provide ongoing support efforts, including FFE services to each foster child.

3 6.3.2 Assist in maintenance of the parent-child relationship, encourage other
4 familial relationships, and include parents, relatives, and NREFMs in the foster child's treatment
5 plan, unless determined by ADMINISTRATOR to be contraindicated.

6 6.4 Visitation and Transportation

7 6.4.1 Provide monitored and supervised visitation as needed in collaboration with
8 ADMINISTRATOR and in compliance with Orange County Juvenile Court orders.

9 6.4.1.1 CONTRACTOR shall consult with COUNTY in determining
10 plan to provide monitored/supervised visits outside TFC.

11 6.4.2 Provide and/or facilitate all necessary transportation for foster children as
12 required by ADMINISTRATOR, including, but not limited to: to and from school; to and from all
13 school/educational related activities; to and from all dependency court hearings; to and from
14 medical, dental, psychiatric appointments; and to and from support services, independent living
15 activities and functions, and monitored/supervised visitation.

16 6.5 Clothing

17 6.5.1 Ensure each foster child has adequate clothing as detailed in
18 CONTRACTOR's approved CDSS Program Statement within seven (7) business days of initial
19 placement.

20 6.6 Complete initial inventory of each foster child's clothing within seven (7) days of
21 initial placement.

22 6.6.1 Document all clothing purchases in foster child's record which includes
23 receipts.

24 6.6.2 Ensure clothing items shall be retained by foster child as their own personal
25 property when placement is terminated.

26 6.7 Personal Needs

27 6.7.1 Ensure each foster child is provided with personal care items, including, but
28 not limited to, toothpaste, toothbrush, soap, hair care items, and hygienic supplies. Ethnically

appropriate and/or specialty personal care items shall be provided when applicable.

6.7.2 Ensure personal items shall be retained by foster child when placement is terminated.

6.7.3 Ensure that the foster child’s belongings are properly stored and can be easily transported in luggage/suitcase(s), canvas bags, plastic bins, drawstring bags, etc.

6.7.4 Ensure that each school age foster child is provided appropriate weather attire, a book bag, and other items identified as essential by officials at foster child’s school.

6.7.5 Ensure that a separate and secure storage area for personal items is made available for each foster child.

6.7.6 Ensure that each foster child is provided clean, fresh towels, mattress pads, sheets, blankets, and pillows in a sufficient number to ensure cleanliness and warmth.

6.8 Allowance

6.8.1 Ensure each foster child is provided with a 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

6.8.2 Encourage Resource Parent(s) to provide foster child with a higher allowance than indicated.

6.8.3 Document the payment of allowance in each foster child’s file with the record initialed by the foster child to verify receipt.

6.9 Physical Plan

6.9.1 Ensure Resource/Foster Families follows CDSS RFA written directives for the sharing of bedrooms and obtains prior written approval of foster child’s COUNTY Social Worker and from CCLD for proposed bedroom sharing arrangements.

6.10 Medical and Behavioral Health Needs

6.10.1 Provide information regarding proper medical, dental, mental health,

1 educational, and specialty care resources to Resource Parents as appropriate to meet the
2 individualized needs of each foster child. Minimum medical and dental care to be made available
3 to foster child are as follows:

4 6.10.1.1 Physical examination within thirty (30) days of placement,
5 unless CONTRACTOR has written documentation from a previous caregiver of an examination
6 within the previous eleven (11) months with no follow-up recommended. A physical examination
7 is to be provided every twelve (12) months thereafter; and

8 6.10.1.2 Dental examination within thirty (30) days of placement for
9 foster child age three (3) years and older if the physical examination report warrants it or as
10 required by COUNTY Social Worker. CONTRACTOR's Social Worker or attending physician
11 shall refer foster child for a dental appointment.

12 6.10.2 Maintain medical documentation in the foster child's file for the following:

13 6.10.2.1 Authorization by a physician for the administration of specified
14 over-the-counter medication;

15 6.10.2.2 Authorization for prescribed medication, at minimum, in the
16 form of a pharmacy fill notice;

17 6.10.2.3 A copy of the court order authorizing psychotropic
18 medication(s) when applicable;

19 6.10.2.4 Administration of needed immunizations;

20 6.10.2.5 Monthly weight monitoring; and

21 6.10.2.6 Monitoring of overall physical development and care.

22 6.10.3 Follow admission requirements related to medical and dental screening,
23 physical examination, psychological screening, psychotropic medication needs, and
24 immunizations, as prescribed by COUNTY; and take foster child's HEP Encounter Form and HEP
25 to all medical and dental appointments.

26 6.10.4 Provide COUNTY with timely updates of information as defined by
27 COUNTY policies and procedures regarding the HEP.

28 6.10.5 Coordinate with HCA to meet behavioral and mental health needs of the

1 foster children which shall include, but not be limited to: initial referrals and follow-up services;
2 individual, group and family counseling; crisis intervention and crisis management; psychiatric
3 evaluation; and psychotropic medication management. If CONTRACTOR has a contract with the
4 HCA to provide Specialty Mental Health Services, services above may be provided by
5 CONTRACTOR.

6 6.10.6 Ensure COUNTY policy and Juvenile Court requirements regarding
7 psychotropic medication, administration, documentation, monitoring, and reporting
8 responsibilities are followed.

9 6.11 Supervision at Tustin Family Campus

10 6.11.1 Ensure Resource Family, FFA Agency Staff, or authorized adult caregiver
11 are present on grounds at TFC anytime a placed foster child is also on grounds, regardless of age
12 of the child.

13 6.12 Child and Family Team Meetings

14 6.12.1 Participate with the CFT in critical decision points including, but not limited
15 to: intake, placement decisions, development of Needs and Services Plans, social work activities,
16 and placement transition planning.

17 6.12.2 In the event of a placement instability or disruption, ensure
18 CONTRACTOR's Social Worker and Resource Parents participate in a CFT meeting with all
19 treatment providers to formulate a resolution that will best serve the needs of the foster child.

20 6.13 Twenty-four (24) hour, Seven (7) days a week Emergency Services

21 6.13.1 Develop and implement a 24/7 response plan to support staff and Resource
22 Families with any emergency situations that arise in the care and supervision need of children
23 placed in their care.

24 6.14 Placement Disruption/Removal of Foster Child

25 6.14.1 Except in the case of a critical emergency, ensure no foster child shall be
26 removed by CONTRACTOR without prior authorization from COUNTY Social Worker,
27 including a move to and from respite care. CONTRACTOR shall notify COUNTY Social Worker
28 or designee within fifteen (15) minutes of any placement disruption. CONTRACTOR shall retain

1 in foster child's file, documentation of such authorization and notification.

2 6.14.2 Contact COUNTY Social Worker to request a CFT meeting at the earliest
3 sign of a placement disruption and prior to the submittal of a fourteen (14) days removal notice.

4 7. FOSTER CHILD'S CASE RECORDS

5 7.1 Records of foster child shall be subject to the provisions of any applicable policies
6 and orders of the Orange County Juvenile Court. In addition to the requirements of Subparagraph
7 26.2 of this Agreement, foster child's records shall be maintained by CONTRACTOR and include,
8 but not be limited to, the following:

9 7.1.1 Copies of the initial and all revised Needs and Services Plans;

10 7.1.2 A copy of the court ordered Case Plan as provided by COUNTY Social
11 Worker;

12 7.1.3 Diagnostic studies;

13 7.1.4 Reports on interviews with foster child;

14 7.1.5 Progress notes and school performance;

15 7.1.6 Special Incident Reports;

16 7.1.7 Written quarterly treatment summaries, copies of which are to be submitted
17 to COUNTY Social Worker upon completion;

18 7.1.8 Any reports from behavioral health treatment professionals as provided to
19 CONTRACTOR by COUNTY Social Worker;

20 7.1.9 Foster child's foster placement packet as provided by COUNTY Social
21 Worker;

22 7.1.10 Updated copies of the HEP;

23 7.1.11 Termination summary, a copy of which is to be submitted to COUNTY
24 Social Worker within ten (10) business days of termination of placement; and

25 7.1.12 Foster child's records to be maintained in the RFA Home which shall
26 include, but are not limited to:

27 7.1.12.1 Foster care agreement;

28 7.1.12.2 Medical authorization; and

7.1.12.3 Visitation order.

8. ADDITIONAL CONTRACTOR RESPONSIBILITIES8.1 Recruitment Practices

8.1.1 CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall hire staff with the education and experience necessary to appropriately perform all functions in this Agreement.

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

8.1.3 CONTRACTOR shall conduct, at no cost to COUNTY, criminal record background checks and clearances prior to hiring all employees that will provide services under this Agreement. Candidates shall satisfy background checks consistent with and comparable to those required for COUNTY employees and other individuals working in social services programs.

8.1.4 All of CONTRACTOR's staff shall be able to read, write, speak, and understand English.

8.1.5 CONTRACTOR will be required to provide translation services for other languages as needed so that all clients are provided services in their primary language. CONTRACTOR will consult with ADMINISTRATOR if unable to provide translation services for languages other than Spanish and Vietnamese. CONTRACTOR may be required to submit bilingual certification criteria and/or test results of CONTRACTOR's employees.

8.1.6 In the event of staff turnover, CONTRACTOR shall make every effort to recruit and hire a replacement within thirty (30) calendar days.

8.2 Training

CONTRACTOR shall participate in training(s) that ADMINISTRATOR determines to be mandatory, including but not limited to annual Child Abuse and Dependent/Elder Abuse Reporting trainings. CONTRACTOR shall provide training as follows:

1 8.2.1 FFA staff:

2 8.2.1.1 Trauma informed training and how to utilize trauma informed
3 principles in practice.

4 8.2.2 Client Support Staff:

5 8.2.2.1 At least forty (40) hours of training to include, but not limited
6 to, information relating to working with children who have experienced trauma, behavior de-
7 escalation techniques, cardiopulmonary resuscitation and first aid, and implementing individual
8 needs and services plans for children who have serious emotional or behavioral needs or children
9 who have special needs, including, but not limited to, intensive medical needs. All training shall
10 be completed prior to working with children at the FFA Resource Family Homes at TFC.

11 8.2.2.2 Twenty (20) hours of ongoing in-service training within the first
12 twelve (12) months after becoming client support staff at the FFA Resource Family Homes at TFC.

13 8.2.3 Resource Parents:

14 8.2.3.1 Prudent Parent training prior to accepting placements at TFC.

15 8.2.3.2 Twenty-four (24) hours of in-service training prior to approval
16 and then twelve (12) hours of in-service training annually thereafter, pertinent to proper foster
17 care.

18 8.2.3.3 Topics for in-service training includes, but is not limited to:
19 Caring for Lesbian, Gay, Bisexual, Questioning, and Transgender Youths; Extended Foster Care;
20 Trauma Informed Parenting; Types of Child Abuse, Attachment Disorders; Grief and Loss, Impact
21 on Children; Discipline Policy; Working with Biological Family, Reunification, Case Plan;
22 Allegations, Incident Reports and Reporting Requirements; Special Populations/Cultural
23 Relevancy; and any other specialized training deemed appropriate to meet the needs of foster
24 children.

25 8.2.4 CONTRACTOR shall ensure training requirements for Resource Parents at
26 TFC and Client Support Staff are met and shall retain written documentation of all training
27 completed by Resource Parents in the appropriate Resource Parents' files.

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1 8.3 Quality Assurance/Quality Control

2 8.3.1 Throughout the term of this Agreement, CONTRACTOR shall establish
3 and utilize a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR,
4 to monitor the level of program service and quality. The Quality Control Plan shall be effective
5 on contract start date and shall be updated and resubmitted for ADMINISTRATOR approval when
6 changes occur. The Quality Control Plan shall include, but not be limited to, the following:

7 8.3.1.1 The method for ensuring the services, deliverables, and
8 requirements defined in this Agreement are being provided at or above the level of quality
9 specified herein;

10 8.3.1.2 The method for assuring that professional staff rendering
11 services under this Agreement has the necessary qualifications;

12 8.3.1.3 The method of identifying and preventing deficiencies in the
13 quality of service as defined by COUNTY policy; and

14 8.3.1.4 The method for providing ADMINISTRATOR with a copy of
15 CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve
16 identified problems.

17 9. REPORTING REQUIREMENTS

18 CONTRACTOR shall be responsible for the submission of various reports in a format
19 approved by ADMINISTRATOR or CDSS with various report due dates, and/or enter data into
20 various COUNTY and/or State data systems as determined by ADMINISTRATOR, including, but
21 not limited to:

22 9.1 Foster Family Agency Monthly Status Report

23 9.1.1 Monthly reports shall include information regarding admissions,
24 discharges, changes in service provision and staff positions, placement changes, and
25 CONTRACTOR's Social Worker contacts with foster child. CONTRACTOR shall submit the
26 report by the tenth (10th) calendar day of each month.

27 9.2 Intake Summary

28 9.2.1 Intake Summary shall include, but is not limited to, the following:

- 1 9.2.1.1 Identification of the foster child’s strengths;
- 2 9.2.1.2 Medical and dental needs;
- 3 9.2.1.3 Psychological/psychiatric evaluations obtained;
- 4 9.2.1.4 Case staffing review summaries;
- 5 9.2.1.5 Educational assessment;
- 6 9.2.1.6 Relationship to staff;
- 7 9.2.1.7 Involvement in recreation programs;
- 8 9.2.1.8 Behavioral problems; and
- 9 9.2.1.9 Involvement/relationship with parents, relatives, NREFMs and
- 10 important persons.

11 9.2.2 Intake Summary shall be completed within thirty (30) days of placement in

12 the program and shall be maintained in the foster child’s case file.

13 9.3 Needs and Service Plan

14 9.3.1 The Needs and Services Plan shall be developed in partnership with all of

15 foster child’s treatment providers, including CONTRACTOR’s Social Worker, within the first

16 thirty (30) days of placement. A copy of the plan, signed by all parties, shall be placed in foster

17 child’s file. The plan shall be based on information including, but not limited to, the following:

- 18 9.3.1.1 Review of the HEP;
- 19 9.3.1.2 Placement information;
- 20 9.3.1.3 Service needs of foster child;
- 21 9.3.1.4 Transportation and monitored visitation requirements; and
- 22 9.3.1.5 Support for foster child, age fifteen and one-half (15½) years and
- 23 older, in the development of a Transitional Independent Living Plan (TILP).

24 9.3.2 The Needs and Services Plan with all applicable signatures shall be updated

25 on a quarterly basis, unless otherwise specified.

26 9.4 Treatment Plan

27 CONTRACTOR’s Social Worker shall prepare and submit to COUNTY Social

28 Worker a treatment plan for each foster child to whom he/she is assigned within the first thirty

1 (30) days of placement. The treatment plan information shall include, but not be limited to, the
2 following:

- 3 9.4.1 Medical and dental needs;
- 4 9.4.2 Psychological/psychiatric evaluations obtained;
- 5 9.4.3 CFT summaries;
- 6 9.4.4 Educational assessment;
- 7 9.4.5 Peer adjustment;
- 8 9.4.6 Relationships with staff and Resource Parents;
- 9 9.4.7 Involvement in recreation programs;
- 10 9.4.8 Behavioral problems;
- 11 9.4.9 Involvement/relationship with parents, relatives, and friends; and
- 12 9.4.10 Independent Living Program (ILP), when appropriate.

13 9.5 Foster Child Evaluation Reports

14 Ongoing written evaluations on each foster child shall be submitted to COUNTY
15 Social Worker after the first thirty (30) days upon placement and, thereafter, on a quarterly basis
16 from the date of placement. and received by the COUNTY Social Worker within seven (7) calendar
17 days following the reporting period. Evaluations shall include, but not be limited to, the following:

- 18 9.5.1 Progress toward accomplishing the goals, strategies, and outcome
19 objectives;
- 20 9.5.2 Identification and assessment of each child's unmet needs,
21 recommendations, and efforts made to meet these needs;
- 22 9.5.3 Reassessment of the child's adjustment to the program;
- 23 9.5.4 Current status of the child's physical and psychological health, a report of
24 medical care received, and medication(s) administered;
- 25 9.5.5 Modification of the child's treatment plan as necessary;
- 26 9.5.6 Records of any serious behavioral problems, including unauthorized
27 absences, interventions utilized, and the child's responses;
- 28 9.5.7 Records of contacts, conferences and visit with parents, relatives, friends,

1 and important persons as relevant to reunification and permanency connections;

2 9.5.8 Records of contacts/visits with the foster child's COUNTY Social Worker;

3 9.5.9 Records including dates of contacts with treatment professionals, to include,
4 but not limited to: psychiatrist(s), psychologist(s), licensed or non-licensed mental health
5 professionals, Clinical Social Worker(s), and/or Marriage and Family Therapist(s), etc.; and

6 9.5.10 Copies of any pertinent information such as school reports, medical reports,
7 and psychological/psychiatric reports.

8 9.6 Termination Summary

9 At the end of the service period, CONTRACTOR shall prepare and submit within
10 seven (7) calendar days of termination of the foster child's placement, a closing summary of all
11 issues regularly reported in the monthly evaluations, including, but not limited to:

12 9.6.1 Name, address, and phone number of location and person(s) foster child was
13 discharged/placed to, and date of discharge;

14 9.6.2 Records relating to treatment provided to foster child;

15 9.6.3 Any monies (i.e., allowances, savings) owed to the foster child; and

16 9.6.4 An inventory of the foster child's personal belongings and clothing. The
17 foster child where applicable shall sign the termination summary in agreement with the
18 identification of personal belongings and clothing released to the foster child when exiting the
19 program.

20 9.7 Special or Unplanned Incidents

21 9.7.1 CONTRACTOR shall immediately telephone COUNTY Social Worker or
22 official designee in case of their absence, and make direct person-to-person contact upon becoming
23 aware of any serious illness, accident/injury or death of a foster child in CONTRACTOR's care.
24 If the COUNTY Social Worker or designees are unavailable, CONTRACTOR shall notify
25 Orangewood Children and Family Center (OCFC) Intake Services at (714) 935-7080.
26 CONTRACTOR shall follow the verbal report with the submission of an electronic Special
27 Incident Report, via the online Foster Child Information (FYI) System, within one (1) business
28 day of such serious illness, accident/injury, or death occurs. In the event the FYI System is not

1 available, CONTRACTOR shall submit the Special Incident Report via facsimile within one (1)
2 business day of the incident to avoid delinquency. The verbal and electronic/facsimile reports
3 shall include, but not be limited to, the following:

4 9.7.1.1 Name of the foster child;

5 9.7.1.2 Date of serious illness, accident/injury or death;

6 9.7.1.3 Nature of the illness/injury or the circumstances of the death;

7 9.7.1.4 Name or names of CONTRACTOR's officers, employees, or
8 agents with knowledge of the event;

9 9.7.1.5 Name of the attending physician;

10 9.7.1.6 Name of the hospital; and

11 9.7.1.7 When applicable, the police report number, name of the police
12 agency handling the incident, date of the police report, and a summary of the circumstances.

13 9.7.2 CONTRACTOR shall notify COUNTY Social Worker immediately or
14 designated staff in case of their absence, within one (1) hour by telephone if any of the following
15 occurs:

16 9.7.2.1 Foster child's school takes suspension or expulsion action;

17 9.7.2.2 Foster child engages in behavior which comes to the attention of
18 law enforcement agencies;

19 9.7.2.3 Any behavior or activity by any foster child which substantially
20 disrupts activities within the RFA home and jeopardizes the status, safety, and health of another
21 person; and/or

22 9.7.2.4 A serious incident involving a person other than a foster child
23 placed by ADMINISTRATOR that could jeopardize the status, safety, or health of a foster child
24 placed by ADMINISTRATOR.

25 9.7.3 CONTRACTOR shall follow the telephone report described in
26 Subparagraph 9.7.2 with the submission of an electronic Special Incident Report via the online
27 FYI System to ADMINISTRATOR within three (3) business days of the incident, or as otherwise
28 instructed by ADMINISTRATOR.

1 9.8 Absence Report

2 An authorized absence is one to which the foster child's COUNTY Social Worker
3 and CONTRACTOR have mutually agreed upon the specific dates and/or circumstances of the
4 absence. An unauthorized absence is one to which the foster child's COUNTY Social Worker
5 and/or CONTRACTOR have not given prior approval for the foster child to leave the premises
6 and/or the foster child does not return to the premises.

7 9.8.1 In the occurrence of an unauthorized absence of a foster child from his/her
8 placement, CONTRACTOR shall immediately telephone COUNTY Social Worker and the local
9 law enforcement agency. The verbal report shall be followed by written notification from
10 CONTRACTOR to ADMINISTRATOR within three (3) business day of such absence without
11 leave.

12 9.8.2 CONTRACTOR shall file a report, including local law enforcement agency
13 information, in foster child's record of the action taken by CONTRACTOR as a result of the
14 absence, with a copy to COUNTY Social Worker.

15 9.8.3 Following the foster child's return from an unauthorized absence,
16 CONTRACTOR shall immediately notify the foster child's COUNTY Social Worker, CCLD, and
17 the foster child's parent(s)/guardian(s). If the foster child is not located or returned by a law
18 enforcement agency, CONTRACTOR shall also notify the local law enforcement agency with
19 whom report was initiated.

20 9.8.4 CONTRACTOR shall maintain a record of authorized and unauthorized
21 absences in the foster child's case file.

22 9.9 Quarterly Performance Outcomes Report

23 At the end of each quarter, CONTRACTOR shall submit to ADMINISTRATOR a
24 report detailing performance on identified program objectives and outcomes measures and all
25 items as noted in Paragraph 4. Quarterly performance reports will be submitted by the tenth (10th)
26 day of the month following each three (3) month reporting period.

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1 10. HOURS OF OPERATION

2 10.1 CONTRACTOR shall provide services during hours that are responsive to the
3 needs of the target population(s) as determined by ADMINISTRATOR.

4 10.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
5 which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
6 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
7 Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall
8 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's
9 holiday schedule.

10 11. FACILITIES

11 11.1 The FFA Resource Family Homes will be located on COUNTY property.
12 CONTRACTOR shall ensure that FFA Resource Family and CONTRACTORS' staff shall follow
13 all regulations regarding the use of the property. Regulations include that no alcoholic beverages,
14 tobacco, or marijuana products shall be sold or consumed on the licensed property. Smoking of
15 any kind is prohibited inside any building within the license area. In addition, there are restrictions
16 on pets living on COUNTY property.

17 11.2 CONTRACTOR shall have access to a TFC dedicated telephone line in each
18 cottage and the telephone lines provided for CONTRACTOR's collocated staff are for the express
19 purpose of handling COUNTY business calls. CONTRACTOR will maintain a phone log
20 containing a list of all long distance calls made from the telephone lines funded by the COUNTY
21 which will include the phone number, the person called, the name of the TFC participant for whom
22 the call was made, and the purpose of the call. This list will be turned into ADMINISTRATOR
23 on a monthly basis.

24 11.3 CONTRACTOR will be responsible for telephone, cable and Internet, and janitorial
25 services. CONTRACTOR will also be responsible for any damages to any real or personal
26 property provided by the COUNTY beyond any reasonable or normal wear and tear. COUNTY
27 will pay for water, gas, electricity, and sewer, as well as property and building maintenance.

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1 12. UTILIZATION REVIEW

2 12.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-
3 annually to review and evaluate a random selection of foster child case records. The review may
4 include, but is not limited to, an evaluation of the necessity and appropriateness of services
5 provided. Foster children cases to be reviewed shall be randomly selected by ADMINISTRATOR
6 and may include both open and closed cases.

7 12.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's
8 facility referenced in Paragraph 11 of this Exhibit A, with date and time determined at
9 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
10 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
11 corrective action accordingly.

12 12.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and
13 Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve
14 differences of opinion regarding the necessity and appropriateness of services, the dispute shall be
15 submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing
16 in this subparagraph shall affect COUNTY's termination rights under Paragraph 43 of this
17 Agreement.

18 13. BUSINESS CONTINUITY PLAN

19 13.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that
20 identifies how CONTRACTOR shall continue to provide services after a business interruption,
21 including, but not limited to, a man-made or natural disaster.

22 13.2 The BCP will include a Disaster Preparedness and Response Plan and shall be
23 submitted to COUNTY within thirty (30) days after the commencement of this Agreement.

24 13.3 The Disaster Preparedness and Response Plan shall include, but not be limited to,
25 the following:

26 13.3.1 Evacuation protocols and procedures that include CONTRACTOR's
27 responsibility for the safety, relocation, and tracking of all foster children in CONTRACTOR's
28 care during any disaster event.

1 13.3.2 Notification to be made to ADMINISTRATOR with regard to foster
2 children's welfare, including the provision of on-site emergency contact information.

3 13.3.3 Provisions for maintaining Juvenile Court ordered services during a
4 disaster.

5 13.3.4 Protection and recovery of foster child's records.

6 13.3.5 Provision of crisis-response services to foster children such as crisis
7 counseling and medical needs, both through the provision of prescribed medications, or through
8 the provision of emergency medical services.

9 13.3.6 Disaster response training for CONTRACTOR staff.

10 14. CONTRACTOR'S STAFF AND STAFFING REQUIREMENTS

11 14.1 CONTRACTOR will provide and maintain a competent, stable, and experienced
12 workforce staff to provide all services described in this Agreement and as set forth in CDSS FFA
13 Interim Licensing Standards.

14 14.2 CONTRACTOR shall provide ADMINISTRATOR proof of education,
15 experience, and licensure and/or license-eligible status for CONTRACTOR's staff.

16 14.3 CONTRACTOR shall maintain a personnel file on each employee, which shall
17 include, but not be limited to, the following information:

18 14.3.1 The name of the person who completed employment application;

19 14.3.2 A completed and signed criminal record statement;

20 14.3.3 Written performance evaluations;

21 14.3.4 Proof of automobile insurance;

22 14.3.5 Completed reference checks;

23 14.3.6 Completed initial physical exam;

24 14.3.7 Completed tuberculosis test (within seven (7) days of employment);

25 14.3.8 Department of Motor Vehicle (DMV) driving record printout;

26 14.3.9 Confidentiality agreement;

27 14.3.10 Child abuse reporting statement;

28 14.3.11 Education credentials;

1 14.3.12 Annual training completed; and

2 14.3.13 Disciplinary actions taken, if applicable.

3 14.4 Establish and maintain documentation of in-service training for staff involved in
4 direct contact with foster children. Each personnel file shall contain documentation of attendance
5 and content provided to that employee.

6 14.5 CONTRACTOR shall provide the following minimum staff:

7 Program Supervisor:

8 14.5.1 Education and Experience

9 14.5.1.1 Bachelor's degree in psychology, sociology, social work or a
10 related field from an accredited college or university, a Master's degree in psychology, sociology,
11 social work, or a related field from an accredited college or university is preferred;

12 14.5.1.2 At least one (1) year of supervisory and administrative
13 experience;

14 14.5.1.3 One (1) year of experience working with the population; and

15 14.5.1.4 Possession of a valid California Driver License and proof of
16 automobile insurance.

17 14.5.2 Duties shall include those detailed in CDSS Interim Licensing Standards
18 Section 88265.2 (c) and may also include, but are not limited to, the following:

19 14.5.2.1 Direct the planning, implementation, and coordination of all
20 policies and procedures of the FFA Resource Family Homes Services program at TFC;

21 14.5.2.2 Facilitate, oversee, and monitor placement referrals from
22 ADMINISTRATOR in collaboration with the FFA Social Worker/Case Manager;

23 14.5.2.3 Manage the day-to-day program operations, including
24 budgeting, administration, program activities, facility maintenance, staff development and
25 training, and provide supervision to all direct service staff;

26 14.5.2.4 Oversee and monitor the quality of service delivery for all
27 services provided, including facilitating quality improvement efforts and the correction of
28 deficiencies;

1 14.5.2.5 Oversee and monitor coordination of referrals to HCA
2 Behavioral Health Services in accordance with HCA referral protocol, for behavioral, mental
3 health, psychiatric, and medication services, if CONTRACTOR does not have Behavioral Health
4 Services contract with HCA to provide such services. Monitor follow-up and collaboration with
5 HCA for ongoing services, and medication needs of the foster children; coordinate, develop, and
6 implement protocol and procedures for emergency medical, behavioral, and mental health crises,
7 evaluation, intervention, and support during regular business and after-hours;

8 14.5.2.6 Provide clarification, direction, support and emergency crisis
9 management to direct services staff and Resource Families, twenty-four (24) hours a day, seven
10 (7) days a week, including holidays;

11 14.5.2.7 Oversee completion and delivery of required reports to
12 ADMINISTRATOR in a timely manner. Be responsible for timely and accurate collection and
13 submission of monthly reports and outcome evaluation data, as requested by ADMINISTRATOR;
14 and

15 14.5.2.8 Collaborate and attend scheduled meetings with other
16 organizations at TFC.

17 FFA Social Worker:

18 14.5.3 Education and Experience:

19 14.5.3.1 Master's degree or higher from an accredited or state approved
20 graduate school in social work or social welfare, marriage, family, and child counseling, child
21 psychology, child development, counseling psychology, or social psychology;

22 14.5.3.2 Licensed or license-eligible Marriage and Family Therapist
23 (MFT) or Licensed Clinical Social Worker (LCSW);

24 14.5.3.3 Two (2) years of experience in a public or private child welfare
25 social services setting; and

26 14.5.3.4 Possession of a valid California Driver License and proof of
27 automobile insurance.;

28 14.5.4 Duties shall include those detailed in CDSS FFA Interim Licensing

1 Standards Section 88065.3 (g) and may also include, but are not limited to, the following:

2 14.5.4.1 Collaborate with and assist Program Supervisor with facilitating
3 and monitoring placement referrals;

4 14.5.4.2 Be available to provide telephone support and crisis de-
5 escalation to Resource Family through an on-call system after normal direct-services hours;
6 Coordinate multi-service providers, coordinate treatment plans, and provide direct services;

7 14.5.4.3 Coordinate Child and Family Team meetings with members of
8 the children's team, including, but not limited to, Court Appointed Special Advocates, mentors,
9 social workers, therapists, and family members.

10 14.5.4.4 Trained and capable of facilitating CFT meetings as requested
11 by the COUNTY; Conduct Child and Adolescent Needs and Strengths (CANS) as needed. The
12 CANS assists staff in identifying existing strengths to be used in service planning and in
13 prioritizing needs for inclusion on the needs and services plan;

14 14.5.4.5 Provide FFE services for children and sibling sets placed in the
15 TFC homes; Facilitate and coordinate discharge planning and placements in collaboration with the
16 Treatment Team and ADMINISTRATOR; and

17 14.5.4.6 Testify in Orange County Juvenile Court if requested.

18 Clinical Social Worker:

19 14.5.5 Education and Experience:

20 14.5.5.1 Master's degree in psychology, sociology, social work, or a
21 related field from an accredited college or university;

22 14.5.5.2 Licensed or license-eligible MFT or LCSW; Three (3) years
23 related counseling experience;

24 14.5.5.3 Knowledge of theory and techniques of individual, family, and
25 group dynamics, as well as attachment and trauma related issues in children;

26 14.5.5.4 One (1) year of experience working with the population; and

27 14.5.5.5 Possess a valid California Driver License and proof of
28 automobile insurance.

1 14.5.6 Duties may include, but are not limited, to the following:

2 14.5.6.1 Work with the COUNTY to ensure the TFC placement can meet
3 the needs of the referred children;

4 14.5.6.2 Provide assessment, planning, treatment, and permanency
5 services through professional treatment suited to the clinical needs of the foster child;

6 14.5.6.3 Provide supportive services to Resource Family as needed to
7 stabilize placements;

8 14.5.6.4 Assist in maintenance of the parent-child relationship, and
9 include parents in the child's treatment plan; and

10 14.5.6.5 Testify in Orange County Juvenile Court if requested.

11 Client Support Staff:

12 14.5.7 Education and Experience:

13 14.5.7.1 Bachelor's degree in human services or a related field from an
14 accredited college or university and minimum of six (6) months working with the target
15 population; or an Associate's degree and minimum of one (1) year of experience working with the
16 population; or at least two (2) years of experience working with the population;

17 14.5.7.2 Experience supporting or supervising children in their
18 development through regular interactions, leading to a supportive and trusting relationship;

19 14.5.7.3 Possession of a valid California Driver License and proof of
20 automobile insurance; and

21 14.5.7.4 Forty (40) hours of training in working with ISFC level
22 families.

23 14.5.8 Duties may include, but are not limited, to the following:

24 14.5.8.1 Transport foster children to school, extracurricular activities,
25 visits, medical appointments, and therapeutic appointments;

26 14.5.8.2 Provide monitor and supervised visitation services; Provide
27 behavior modeling and parent coaching, as needed, to achieve reunification and permanency
28 outcomes for children;

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14.5.8.3 Provide FFE services along with FFA Social Worker; Provide regular care and supervision, support, guidance, counseling, mentoring, and promote self-sufficiency of foster children;

14.5.8.4 Provide care to homes during emergencies and Resource Parents' vacations and provide needed rest breaks;

14.5.8.5 Assist with the assessment and determination of individual treatment needs of foster children;

14.5.8.6 Assist foster children with activities and appointments. Assist, as needed, with transportation to and from school and all school related activities, and for medical, dental, counseling, court, visitation, and any other needed appointments or activities;

14.5.8.7 Assist in handling crises and emergency situations including providing overnight coverage, as needed. Resource Parents may be awakened to assist during emergencies; and

14.5.8.8 Assist Resource Parents in completion of required records and reports and correspondence.

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