

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 _____
6 FOR THE PROVISION OF ~~GROUP HOME SERVICES - RCL~~ _____

7 OR

8 SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

9
10 This AGREEMENT, entered into this ___ day of _____ 20____, which date is
11 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,
12 hereinafter referred to as "COUNTY," and _____, ~~licensed pursuant to~~
13 ~~California Code of Regulations section 84000 et seq. as a "Group Home," or~~ licensed pursuant to
14 California Code of Regulations section 87000 as a "Short-Term Residential Therapeutic Program",
15 hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County
16 of Orange Social Services Agency Director or designee, hereinafter referred to as
17 "ADMINISTRATOR."

18
19 WITNESSETH:

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

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

25 WHEREAS, such contracts are authorized and provided for pursuant to California Welfare
26 and Institutions Code (WIC) Sections 11200 et seq., 16501, and California Department of Social
27 Services (CDSS) Manual of Policies and Procedures (MPP) Section 11-405;

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

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1. TERM

2. 1.1 The term of this Agreement shall commence on _____, and terminate on
3. ~~December 31, 2018~~ June 30, 2021, unless earlier terminated pursuant to the provisions of
4. Paragraph 40 of this Agreement; however, CONTRACTOR shall be obligated to perform such
5. duties as would normally extend beyond this term, including, but not limited to, obligations with
6. respect to indemnification, audits, reporting and accounting.

7. ~~1.1.2~~ If applicable, Agreement CJC1418- is hereby terminated: however,
8. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond
9. termination, including, but not limited to, obligations with respect to indemnification, audits,
10. reporting, and accounting.

11. ALTERATION OF TERMS

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

17. 2.2 The various headings, numbers, and organization herein are for the purpose of
18. convenience only and shall not limit or otherwise affect the Agreement.

19. STATUS OF CONTRACTOR

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

27. 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or
28. privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY

1 employees.

2 4. DEFINITIONS

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

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

10 4.2.3 Authorized Representative: A Foster Youth's/NMD's assigned case Senior Social
11 Worker, a Probation Ward's assigned Probation Officer, and/or other parties designated by
12 Juvenile Court to represent a Foster Youth's/NMD's interest on their behalf.

13 4.3.4 Community Care Licensing Division (CCLD): The division of the California
14 Department of Social Services (CDSS) that is responsible for the licensing and monitoring of
15 ~~Group Home and~~ Short-Term Residential Therapeutic Programs for compliance with Community
16 Care Licensing (CCL) regulations within the State of California. Commonly referred to as CCL.

17 4.4.5 Case Plan: A ~~court ordered~~, written document that which identifies a case plan goal,
18 objectives to be achieved, services to be provided, and case management activities to be performed,
19 and, at a minimum, specifies the type of home in which a Foster Youth/NMD shall be placed, ~~the~~
20 ~~safety of that home, and the appropriateness of that home to meet the Foster Youth's/NMD's~~
21 ~~needs.~~

22 4.5.6 Child and Family Team (CFT): A group of individuals who are convened and
23 engaged by the placing agency to identify the strengths and needs of the child and his or her family,
24 and to help achieve positive outcomes for safety, permanency, and well-being.

25 4.6.7 Children and Family Services (CFS): A division of the Orange County Social
26 Services Agency (SSA).

27 4.7.8 Culturally Responsive: The general knowledge of cultural values and mores of
28 individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the

1 worth of individuals from different ethnic groups; and the ability to interact responsively,
 2 respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and
 3 religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals,
 4 families, and communities as well as protecting the dignity of each person.

5 ~~4.8 — Dependent: A Foster Youth/NMD who is under the jurisdiction of the Orange~~
 6 ~~County Juvenile Court as a result of abuse and/or neglect and is under the supervision of Orange~~
 7 ~~County SSA.~~

8 4.9 Dual Status: ~~When a~~ A child ~~is~~ designated by the Orange County Superior Court,
 9 Juvenile Court as ~~both a dependent child~~ who falls under Court jurisdiction under both Welfare
 10 and Institutions Code (WIC) Section 300 and Sections 601, 602, and a ward of the Court or is
 11 receiving services under Probation supervision and therefore may be supervised by and receive
 12 services from both SSA and the Probation Department, ~~as~~ based on Orange County Juvenile Court
 13 Protocol for ~~Welfare and Institutions Code (WIC) Section 241.1 Proceedings.~~

14 4.94.10 Emergency Placement: A Foster Youth/NMD placed into an STRTP on an
 15 “emergency basis” prior to a determination by the Interagency Placement Committee (IPC) that
 16 the Foster Youth/NMD qualifies for STRTP level of services.

17 ~~4.10 — Extended Foster Care: Period of time Non-Minor Dependent (NMDs), defined in~~
 18 ~~Subparagraph 4.21 below, are eligible to receive support services pursuant to AB 12.~~

19 ~~4.11 — Foster Care Development Team: SSA staff responsible for the issuing and handling~~
 20 ~~of all payments to CONTRACTOR.~~

21 ~~4.124.11 Foster Youth~~: An individual between the ages of birth (0) to eighteen (18)
 22 years, referred for foster care services, ~~by ADMINISTRATOR to CONTRACTOR.~~

23 ~~4.13 — Group Home: A licensed group home is defined as a facility of any capacity which~~
 24 ~~provides 24-hour nonmedical care and supervision to children in a structured environment, with~~
 25 ~~such services provided at least in part by staff employed by the licensee. The care and supervision~~
 26 ~~provided by a group home shall be nonmedical except as permitted by Welfare and Institutions~~
 27 ~~Code Section 17736(b).~~

28 4.144.12 Health and Education Passport (HEP): The document that provides

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

3 ~~4.154.13~~ Health and Education Passport (HEP) Encounter Form: The form to record
4 the Foster Youth's/NMD's medical/dental exam information for the Health Passport Update
5 report.

6 ~~4.164.14~~ Important Persons: Individuals identified by the Foster Youth/NMD placed
7 in ~~a Group Homes or~~ STRTPs, age ten (10) years or older, as defined in WIC Section 366.3(e)(2),
8 that are important to the Foster Youth/NMD consistent with his/her best interest.

9 4.15 Individual Education Plan (IEP): An assessment procedure requested by parents,
10 guardians, school staff, and/or other involved parties, to determine a youth's educational needs.

11 ~~4.174.16~~ Interagency Placement Committee (IPC): A multidisciplinary team
12 composed of the County placing agency (Probation or CFS), Health Care Agency, and other
13 agencies. The IPC certifies that the Foster Youth/NMD has been assessed as meeting medical
14 necessity criteria for Medi-Cal Specialty Mental Health Services, or has been assessed as seriously
15 emotionally disturbed, or has been identified as having behavioral or treatment needs that can only
16 be met by the level of care provided in an STRTP.

17 4.17 Lead Agency: The agency, SSA or Probation, identified by a judicial officer to be
18 best suited to assume responsibilities for placement of ~~the child~~ the Foster Youth/NMD, case
19 management, and Court-related matters in cases where ~~d~~ Dual ~~S~~ Status jurisdiction is invoked as the
20 disposition.

21 4.18 National Accreditation: An accreditation pursuant to Title 22, Division 6, Interim
22 Licensing Standards, Section 87089. STRTP must obtain accreditation for their STRTP program
23 from an entity identified by CDSS.

24 4.19 Needs and Services Plan (NSP): The written plan required by Title 22 of the
25 California Code of Regulations, ~~Sections 84068.2 and 84268.2 or~~ Sections 87068.2 and 87068.22.

26 4.20 Non-Minor Dependent (NMD): A ~~F~~ foster ~~Youth~~ child who is at least 18 years of
27 age and not more than 21 years of age or a non-minor former dependent or ward, as defined in
28 Welfare and Institutions Code section 11400(v). The NMD must meet at least one of the

1 participation requirements in WIC section 11403 (b) and must participate in a Transitional
 2 Independent Living Plan (TILP) under the supervision of ADMINISTRATOR.

3 4.21 Notice of Hearing: Notification by certified mail of a Foster Youth's/NMD's
 4 dependency status review hearing. Included with the Notice of Hearing is the Summary of
 5 Recommendation for Disposition form, which is required to be provided by the Lead Agency to
 6 the party having physical custody of the Foster Youth/NMD, if the Foster Youth/NMD is not
 7 residing with his/her parents.

8 4.214.22 Placing Agency: The agency, SSA or Probation, responsible for placement
 9 of the Foster Youth/NMD, case management, and Court-related matters.

10 4.224.23 Program Statement: The document ~~that is~~ prepared by ~~all Group Homes~~
 11 ~~(GH) and a~~ Short-Term Residential Therapeutic Programs (STRTP), as required by State
 12 regulation and filed with CCLD, which provides details of the day-to-day operation of the ~~GH or~~
 13 STRTP, including, but not limited to, staffing, training, therapy, intake criteria, and record-
 14 keeping.

15 4.234.24 Probation Department: The ~~County of~~ Orange County Probation
 16 Department.

17 4.244.25 Probation Officer: The Foster Youth's/NMD's assigned Probation
 18 Department Case Manager.

19 4.254.26 Program Manager: SSA management staff responsible for the oversight of
 20 ~~Group Home~~ STRTP placements.

21 4.264.27 Social Worker: SSA employee assigned as the case-carrying social worker
 22 responsible for a Foster Youth's/NMD's placement and care.

23 4.274.28 Special Education Local Planning Area (SELPA): A ~~S~~service area covered
 24 by a special education local plan and the governance structure created under any of the planning
 25 options of California Education Code Sections 56205, 56206, 56208, 56213, 56241, and 56243-
 26 56245. SELPAs facilitate educational programs and services for special needs students and
 27 training for parents and educators. ~~The SELPA collaborates with county agencies and school~~
 28 ~~districts to develop and maintain healthy and enriching environments in which special needs~~

1 ~~students and families can live and succeed.~~

2 ~~4.284.29~~ 4.284.29 Short-Term Residential Therapeutic Program (STRTP): A residential
3 facility operated by a public agency or private organization and licensed by the California
4 Department of Social Services pursuant to WIC Section 1562.01 and Chapter 7.5 of the Interim
5 Licensing Standards (ILS) that provides an integrated program of specialized and intensive care
6 and supervision, services and supports, treatment, and short-term 24-hour care and supervision to
7 ~~children~~ Foster Youth/NMD with the aim of moving the Foster Youth/NMD to a less restrictive
8 environment within six (6) months. ~~The care and supervision provided by a short term residential~~
9 ~~therapeutic program shall be nonmedical, except as otherwise permitted by law. Private short term~~
10 ~~residential therapeutic programs shall be organized and operated on a nonprofit basis.~~

11 ~~4.294.30~~ 4.294.30 Strengthening Families Protective Factors: “Strengthening Families” is a
12 research-informed approach developed by the Center for the Study of Social Policy (CSSP) to
13 increase family strengths, enhance child development and reduce the likelihood of child abuse and
14 neglect. It is based on engaging families, programs and communities in building five protective
15 factors: parental resilience, social connections, knowledge of parenting and child development,
16 concrete support in times of need, and social and emotional competence of children. This approach
17 helps child welfare systems, early education, prevention organizations, and other programs work
18 with parents to build five protective factors that, when present, increase the overall well-being of
19 children and families.

20 ~~4.30~~ ~~Team Decision Making (TDM):~~ ~~A group process facilitated by CFS to make~~
21 ~~decisions critical to a Foster Youth's/NMD's well-being, including decisions to separate a Foster~~
22 ~~Youth/NMD from his/her family, reunify with the family, or to change a placement.~~

23 ~~4.31~~ ~~Termination of placement:~~ ~~Severing the admission agreement for an individual~~
24 ~~Foster Youth/NMD and concluding payment to CONTRACTOR for care of the Foster~~
25 ~~Youth/NMD. Planned termination of placement means CONTRACTOR, Foster Youth/NMD, and~~
26 ~~Foster Youth's/NMD's Social Worker/Probation Officer have agreed that the Foster Youth/NMD~~
27 ~~has met the goals of the program, and have planned the Foster Youth's/NMD's transition home or~~
28 ~~to another caregiver. Unplanned termination means that the Foster Youth/NMD is ordered~~

1 ~~removed from the placement by the Juvenile Court, that the Foster Youth/NMD was removed from~~
 2 ~~the placement due to safety concerns, or that CONTRACTOR has requested the Foster~~
 3 ~~Youth's/NMD's removal because the program cannot meet the Foster Youth's/NMD's needs.~~

4 ~~4.32~~4.31 Title 22: Title 22, Division 6 of the California Code of Regulations (CCR)
 5 relating to the licensing of community care facilities and ~~Group Homes and~~ Short-Term
 6 Residential Therapeutic Programs.

7 ~~4.33~~4.32 Transitional Independent Living Plan (TILP): A plan established by the
 8 Social Worker/Probation Officer in collaboration with the Foster Youth/NMD to develop and
 9 document meaningful and attainable goals that will support the Foster Youth's/NMD's transition
 10 to adulthood; and meet at least one participation requirement for the NMD to remain eligible for
 11 Extended Foster Care.

12 ~~4.34~~4.33 Transitional Planning Services Program (TPSP): A program within the CFS
 13 Division of SSA; which provides independent living skills training resources, supportive services,
 14 vocational assessment referrals, and financial resources assistance for employment and education
 15 to Orange County's dependent and emancipated Foster Youth, ages sixteen (16) through twenty
 16 (20).

17 ~~4.35~~4.34 Treatment Team: Collaborative team consisting of ADMINISTRATOR,
 18 CONTRACTOR, Probation staff, and other parties as deemed appropriate, who confer for sharing
 19 client information and/or for decision making purposes. Other decision making meetings,
 20 including ~~TDM and CFT~~, may also be utilized for the same purpose as a Treatment Team meeting
 21 and include other relevant parties.

22 ~~4.36~~4.35 Visitors: Volunteers, repairmen, family members, friends, consulting staff,
 23 outside agency staff, or any other person who is not a resident or staff member of the ~~Group Home~~
 24 ~~or~~ STRTP.

25 5. DESCRIPTION OF SERVICES

26 5.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
 27 supplies, as described in this Agreement and the Exhibit "A", ~~to the Agreement between County~~
 28 ~~of Orange and _____, for the Provision of Group Home or STRTP Services,~~

1 attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously
 2 throughout the term of this Agreement with the number and type of staff described and as required
 3 for provision of services hereunder.

4 ~~5.2 — Subject to thirty (30) days advance written notice, ADMINISTRATOR may require~~
 5 ~~changes in staffing allocations to reflect current workload demands or service needs as long as~~
 6 ~~COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.~~

7 ~~5.3~~ 5.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
 8 staff to attend an orientation session and subsequent training sessions given by COUNTY.

9 6. LICENSES AND STANDARDS

10 6.1 CONTRACTOR warrants that it has all necessary licenses and permits required by
 11 the laws of the United States, State of California (hereinafter referred to as "State"), County of
 12 Orange, and all other appropriate governmental agencies to perform the services described in this
 13 Agreement, and agrees to maintain these licenses and permits in effect for the duration of this
 14 Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in
 15 compliance with such laws and licensure requirements, including, without limitation, compliance
 16 with laws applicable to sexual harassment and ethical behavior.

17 6.2 In the performance of this Agreement, CONTRACTOR shall comply with all
 18 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
 19 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
 20 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
 21 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of
 22 California, County of Orange, and ~~County of Orange~~ County Social Services Agency, and all
 23 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist
 24 or be hereafter amended.

25 6.2.1 ~~It is mutually understood that CONTRACTOR is operating under an~~
 26 ~~approved extension of their Group Home foster care rate during the term of this contract. In~~
 27 ~~addition, it is mutually understood that CONTRACTOR may be in the process of obtaining~~
 28 ~~licensure as a Short Term Residential Therapeutic Program (STRTP) and that CONTRACTOR~~

1 ~~shall operate in compliance with Group Home license requirements until CONTRACTOR is~~
 2 ~~licensed as an STRTP. After CONTRACTOR is~~ shall be licensed as an STRTP and;
 3 CONTRACTOR shall operate in compliance with CDSS STRTP licensing standards, regulations,

4 6.2.2 CONTRACTOR shall notify ADMINSTRATOR sixty (60) days prior to
 5 any request CONTRACTOR makes to CDSS to change their license, including, but not limited to,
 6 changes in site location, population served, and capacity.

7 ~~6.2.2~~ 6.2.3 CONTRACTOR shall notify ADMINSTRATOR within seventy-
 8 two (72) hours if CDSS or SSA substantiates findings on investigation involving CONTRACTOR
 9 or CONTRACTOR's staff, and/or if action is being taken against the CONTRACTOR's license
 10 by CDSS.

11 ~~6.2.3~~ 6.2.4 For federally funded Agreements in the amount of \$25,000 or more,
 12 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
 13 federal financial assistance programs and/or activities.

14 6.3 CONTRACTOR shall cooperate with the California Department of Social Services
 15 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect
 16 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY
 17 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

18 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

19 7.1 Delegation and Assignment

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

27 7.2 Subcontracts

28 CONTRACTOR shall not subcontract for services under this Agreement without

1 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
2 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
3 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
4 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
5 ADMINISTRATOR may require.

6 8. FORM OF BUSINESS ORGANIZATION

7 8.1 Form of Business Organization

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

11 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
12 partnership, corporation, etc.

13 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
14 of ownership or otherwise, to any parent organization or individual.

15 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
16 subsidiary business organization or to any individual who may be providing services, supplies,
17 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
18 under this Agreement.

19 8.2 Change in Form of Business Organization

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

26 9. NON-DISCRIMINATION

27 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
28 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of

1 services or benefits, assignment of accommodations, treatment, evaluation, employment of
2 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
3 ancestry, physical disability, mental disability, medical condition, genetic information, marital
4 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
5 status, or any other protected group, in accordance with the requirements of all applicable federal
6 or State laws.

7 9.2 CONTRACTOR shall furnish any and all information requested by
8 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
9 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
10 9 et seq.

11 9.3 Non-Discrimination in Employment

12 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
13 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
14 Department of Labor regulations (Title 41 CFR Part 60).

15 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
16 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
17 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
18 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
19 gender expression, age, sexual orientation, military and veteran status, or any other protected
20 group, in accordance with the requirements of all applicable federal or State laws. Notices
21 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
22 for employees and job applicants.

23 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
24 formal discrimination complaint to:

25 California Department of Social Services
26 Public Inquiry and Response Bureau
27 P.O. Box 944243, M.S. 8-4-23
28 Sacramento, CA 95814

1 Telephone: (800) 952-5253

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

3 9.4 Non-Discrimination in Service Delivery

4 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
5 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
6 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
7 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
8 amended; California Civil Code Section 51 et seq., as amended; California Government Code
9 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
10 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
11 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
12 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
13 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
14 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
15 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
16 amended. CONTRACTOR shall not implement any administrative methods or procedures which
17 would have a discriminatory effect or which would violate the CDSS Manual of Policies and
18 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,
19 CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with
20 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be
21 referred to the appropriate federal agency for further compliance action and enforcement of
22 Subparagraph 9.4 et seq.

23 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
24 complaint any and all information as appropriate:

25 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
26 (PUB 13)

27 9.4.2.2 Discrimination Complaint Form

28 9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10. NOTICES

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

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

AND

Orange County Probation Department
Placement Monitoring and Investigations Unit
P.O Box 10260

Santa Ana, CA 92711-0260

CONTRACTOR:

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,

1 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
2 Neither party shall request a jury apportionment.

3 13. INSURANCE

4 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
5 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
6 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
7 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
8 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
9 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
10 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
11 CONTRACTOR.

12 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
13 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
14 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
15 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
16 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
17 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
18 requirements to every subcontractor and to receive proof of insurance prior to allowing any
19 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
20 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
21 reasonable time.

22 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
23 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
24 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
25 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
26 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
27 provision(s) in the Agreement, agrees to all of the following:

28 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against

1 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
 2 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
 3 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
 4 same; and

5 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
 6 irrespective of any duty to indemnify or hold harmless; and

7 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
 8 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
 9 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
 10 insured.

11 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
 12 term of this Agreement, COUNTY may terminate this Agreement.

13 13.5 Qualified Insurer

14 13.5.1 The policy or policies of insurance must be issued by an insurer with a
 15 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
 16 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
 17 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business
 18 in the state of California (California Admitted Carrier).

19 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
 20 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
 21 the company's performance and financial ratings.

22 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
 23 the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	

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

13 13.8 Required Coverage Forms

14 13.8.1 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 13.8.2 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 13.9 Required Endorsements

20 13.9.1 Commercial General Liability policy shall contain the following
 21 endorsements, which shall accompany the Certificate of Insurance:

22 13.9.1.1 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 13.9.1.2 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 any insurance or self-insurance maintained by the County of Orange shall be excess and non-

1 contributing.

2 13.9.2 The Network Security and Privacy Liability policy shall contain the
3 following endorsements which shall accompany the Certificate of Insurance.

4 13.9.2.1 An Additional Insured endorsement naming the County of
5 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
6 for its vicarious liability.

7 13.9.2.2 A primary and non-contributing endorsement evidencing that
8 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
9 County of Orange shall be excess and non-contributing.

10 13.10 The Workers' Compensation policy shall contain a waiver of subrogation
11 endorsement waiving all rights of subrogation against the County of Orange, its elected and
12 appointed officials, officers, agents and employees or provide blanket coverage, which will state
13 AS REQUIRED BY WRITTEN CONTRACT.

14 13.11 All insurance policies required by this Agreement shall waive all rights of
15 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
16 employees when acting within the scope of their appointment or employment.

17 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
18 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
19 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
20 a material breach of the contract, upon which the COUNTY may suspend or terminate this
21 Agreement.

22 13.13 If CONTRACTOR's Professional Liability and Network Security & Privacy
23 Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional
24 Liability and Network Security & Privacy Liability coverage for two (2) years following
25 completion of this Agreement.

26 13.14 The Commercial General Liability policy shall contain a severability of interests
27 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

28 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in

1 Paragraph 10 of this Agreement.

2 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
3 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
4 award may be made to the next qualified proponent.

5 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
6 decrease insurance of any of the above insurance types throughout the term of this Agreement.
7 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
8 appropriate to adequately protect COUNTY.

9 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
10 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
11 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
12 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
13 COUNTY shall be entitled to all legal remedies.

14 13.19 The procuring of such required policy or policies of insurance shall not be construed
15 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
16 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
17 available from the insurer.

18 14. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

21 14.1 Any accident or incident relating to services performed under this Agreement that
22 involves injury or property damage which may result in the filing of a claim or lawsuit against
23 CONTRACTOR and/or COUNTY.

24 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or
25 relating to services performed by CONTRACTOR under this Agreement.

26 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

27 14.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
28 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this

1 Agreement.

2 14.5 Any Notice of Contract Breach, or equivalent, received from any entity for whom
3 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
4 of service location or jurisdiction.

5 15. CONFLICT OF INTEREST

6 The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
7 or conditions that could result in a conflict with the best interests of COUNTY. This obligation
8 shall apply to CONTRACTOR, CONTRACTOR's employees, agents, and subcontractors
9 associated with accomplishing work and services hereunder. The CONTRACTOR's efforts shall
10 include, but not be limited to establishing precautions to prevent its employees, agents, and
11 subcontractors from providing or offering gifts, entertainment, payments, loans, or other
12 considerations which could be deemed to influence or appear to influence COUNTY staff or
13 elected officers from acting in the best interests of COUNTY.

14 16. ANTI-PROSELYTISM PROVISION

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

19 17. SUPPLANTING GOVERNMENT FUNDS

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

28 ///

1 18. BREACH SANCTIONS

2 18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
3 conditions of this Agreement shall be a material breach of this Agreement. In such event,
4 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
5 available at law, in equity, or otherwise specified in this Agreement:

6 18.1.1 Afford CONTRACTOR a time period within which to cure the breach,
7 which period shall be established by ADMINISTRATOR; and/or

8 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
9 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
10 and/or

11 18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
12 COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

13 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
14 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

15 19. PAYMENTS

16 19.1 Maximum Contractual Obligation

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

26 ~~19.1.1 It is mutually understood that CDSS determines CONTRACTOR's Rate~~
27 ~~Classification Level (RCL) and sets a corresponding rate using the standardized schedule of rates~~
28 ~~specified in WIC Section 11462(f), (g), and (h). CONTRACTOR's RCL is determined using~~

~~points resulting from the total number of eligible weighted hours per Foster Youth/NMD per month of Child Care Service, Social Work Activities, and Mental Health Treatment Services, divided by ninety (90) percent of CONTRACTOR's licensed capacity. The total number of points determines CONTRACTOR's RCL.~~

~~19.1.2~~ 19.1.1 ~~CONTRACTOR shall be reimbursed at approved RCL rate until such time that CONTRACTOR is licensed as an STRTP.~~ An approved STRTP CONTRACTOR shall be reimbursed at the STRTP rate, as determined by CDSS in accordance with WIC Section 11462(c). ~~Monthly reimbursement rate shall be pro-rated by the number of days in the month at approved RCL rate and STRTP rate in the event that CONTRACTOR is licensed as an STRTP on a date other than the first day of the month.~~

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

~~19.1.4~~ 19.1.2 Upon prior written approval of Foster Youth's/NMD's Social Worker/Probation Officer, COUNTY may continue to pay for residential care for up to fourteen (14) calendar days when a Foster Youth/NMD leaves CONTRACTOR's facility prior to the planned discharge date (e.g., runaway) if CONTRACTOR has agreed to take the Foster Youth/NMD back immediately upon notice during the period of continued payment.

20. OVERPAYMENTS/UNDERPAYMENTS

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

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

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

9 20.1 CONTRACTOR may call the following phone number with
 10 overpayment/underpayment questions:

11 Social Services: Foster Care Program Development

12 (714) 704-8866 or 704-8441

13 ~~Probation: Supervisor, Community Resources Unit~~

14 ~~(714) 935-8009~~

15 20.2 CONTRACTOR may call the following phone numbers to appeal
 16 overpayment/underpayment matters:

17 Social Services: Program Integrity

18 (714) 438-8880 or

19 California Department of Social Services: State Hearing System

20 1(800) 952-5253

21 ~~Probation: Supervisor, Community Resources Unit~~

22 ~~(714) 569-2150~~

23 21. OUTSTANDING DEBT

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

27 22. MEDICAL COSTS

28 22.1 CONTRACTOR shall enroll in subscription coverage programs, as applicable, that

1 provide emergency care response services, including paramedic assessment services, in the city or
 2 county, where facility is located.

3 22.2 Contractor shall seek reimbursement for Foster Youth/NMD medical costs from
 4 the State Medi-Cal program. It is anticipated that any

5 ~~22.1 — medical costs for Foster Youth/NMD placed by COUNTY under this Agreement~~
 6 ~~shall be paid by the State Medi-Cal program during such periods as the Foster Youth/NMD is~~
 7 ~~eligible for health care services under that program.~~

8 22.2.1 If the Foster Youth/NMD is ineligible for Medi-Cal services,
 9 CONTRACTOR shall notify Foster Youth's/NMD's Social Worker/Probation Officer and specify
 10 the medical treatment needed and approximate cost.

11 22.2.2 Except in emergencies, authorization by the Foster Youth's/NMD's Social
 12 Worker/Probation Officer must be obtained prior to incurring any medical expenses not covered
 13 by Medi-Cal.

14 ~~22.1+22.2.3~~ 22.2.3 COUNTY may pay for medical services, in accordance with
 15 COUNTY procedure, if such services are deemed necessary by COUNTY and Medi-Cal rejects
 16 coverage. COUNTY shall reimburse CONTRACTOR for medical expenses paid by
 17 CONTRACTOR pursuant to this section based on Medi-Cal rates.

18 22.2.4 CONTRACTOR shall be responsible for controlling the use of each Foster
 19 Youth's/NMD's Medi-Cal proof-of-eligibility card.

20 23. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

21 COUNTY will maximize the use of Early and Periodic Screening Diagnosis and Treatment
 22 Program (EPSDT) funding when children and families are determined to have an eligible
 23 condition. COUNTY will provide training for CONTRACTOR on EPSDT charting requirements
 24 and will facilitate the processing of EPSDT funding claims. CONTRACTOR shall comply with
 25 these requirements for EPSDT eligible children and their families and shall facilitate the
 26 processing of EPSDT funding claims. CONTRACTOR understands that in order to participate in
 27 this funding opportunity, agreements with both ADMINISTRATOR and ~~County of Orange~~
 28 County Health Care Agency shall be required.

1 24. FINAL REPORT

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

7 25. RECORDS, INSPECTIONS, AND AUDITS

8 25.1 Financial Records

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

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

17 25.2 Client Records

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

21 25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
22 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
23 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
24 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
25 requests and COUNTY provides written approval for the right to store the records in another
26 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
27 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
28 accordance with Subparagraph 40.2.

1 25.2.3 COUNTY may refuse payment for a claim if client records are determined
2 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
3 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
4 overpayment within the provisions of this Agreement.

5 25.3 Public Records

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

9 25.4 Inspections and Audits

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

18 25.4.2 CONTRACTOR shall make its books and records available within the
19 borders of Orange County within ten (10) days of receipt of written demand by
20 ADMINISTRATOR.

21 25.4.3 In the event CONTRACTOR does not make available its books and
22 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
23 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
24 obtain CONTRACTOR's books and records.

25 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
26 liability to the State or Federal Government or any agency thereof resulting from any
27 disallowances or other audit exceptions to the extent that such liability is attributable to
28 CONTRACTOR's failure to perform under this Agreement.

1 25.5 Evaluation Studies

2 25.5.1 CONTRACTOR shall participate, as requested by COUNTY, in research
3 and/or evaluative studies designed to show the effectiveness and/or efficiency of
4 CONTRACTOR's services or provide information about CONTRACTOR's project.

5 26. PERSONNEL DISCLOSURE

6 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
7 personnel providing services hereunder, including résumés and job applications. Changes to the
8 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
9 and/or job application. The list shall include:

10 26.1.1 Names and dates of birth of all full or part-time personnel by title, including
11 volunteer personnel, whose direct services are required to provide the programs described herein;

12 26.1.2 A brief description of the functions of each position and the hours each
13 person works each week, or for part-time personnel, each day or month, as appropriate;

14 26.1.3 The professional degree, if applicable, and experience required for each
15 position; and

16 26.1.4 The language skill, if applicable, for all personnel.

17 26.2 Where authorized by law, and in a manner consistent with California Government
18 Code §12952, CONTRACTOR shall require prospective employees to provide detailed
19 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
20 offenses. Information discovered subsequent to the hiring or promotion of any prospective
21 employee shall be cause for termination from the performance of services under this Agreement.

22 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
23 a clearance on the following public websites of the names and dates of birth for all employees
24 and/or volunteers who will have direct, interactive contact with clients served through this
25 Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and
26 Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

27 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
28 a criminal record background check on all employees (direct service and administrative) funded

1 through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.) who will
2 have direct, interactive contact with clients served through this Agreement. Background checks
3 conducted through the California Department of Justice shall include a check of the California
4 Central Child Abuse Index, when applicable. Candidates will satisfy background checks
5 consistent with this Paragraph and their performance of services under this Agreement.

6 26.5 CONTRACTOR shall ensure that clearances and background checks described in
7 Subparagraphs 26.3 and 26.4 are completed prior to CONTRACTOR's personnel providing
8 services under this Agreement.

9 26.6 In the event a record is revealed through the processes described in Subparagraphs
10 26.3 and 26.4, COUNTY will be available to consult with CONTRACTOR on appropriateness of
11 personnel providing services through this Agreement.

12 26.7 CONTRACTOR warrants that all persons employed or otherwise assigned by
13 CONTRACTOR to provide services under this Agreement have satisfactory past work records
14 and/or reference checks indicating their ability to perform the required duties and accept the kind
15 of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of
16 background investigations and reference checks undertaken and coordinated by CONTRACTOR
17 for each employee and/or volunteer assigned to provide services under this Agreement, for a
18 minimum of five (5) years from the date of final payment under this Agreement, or until all pending
19 COUNTY, State, and federal audits are completed, whichever is later, in compliance with all
20 applicable laws.

21 26.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
22 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any paid
23 employee and/or volunteer staff performing services under this Agreement, when such information
24 becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such employee
25 and/or volunteer may continue to provide services under this Agreement and shall provide notice
26 of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with
27 ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to
28 Paragraph 18 above.

1 26.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's staff
2 performing work hereunder, and any proposed changes in CONTRACTOR's staff.

3 26.10 COUNTY shall have the right to require CONTRACTOR to remove any employee
4 from the performance of services under this Agreement. At the request of COUNTY,
5 CONTRACTOR shall immediately replace said personnel.

6 26.11 CONTRACTOR shall notify COUNTY immediately when staff is terminated for
7 cause from working on this Agreement.

8 26.12 Disqualification, if any, of CONTRACTOR staff, pursuant to Paragraph 26, shall
9 not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms
10 and conditions of this Agreement.

11 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

26 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

27 28.1 CONTRACTOR certifies it is in full compliance with all applicable federal and
28 State reporting requirements regarding its employees and with all lawfully served Wage and

1 Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance
2 throughout the term of the Agreement with the County of Orange. Failure to comply shall
3 constitute a material breach of the Agreement and failure to cure such breach within sixty (60)
4 calendar days of notice from the COUNTY shall constitute grounds for termination of the
5 Agreement.

6 28.2 In the case of an individual contractor or contractor doing business in a form other
7 than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days
8 of the award of this Agreement:

9 28.2.1 His/her name, date of birth, Social Security Number, and residence address;
10 or

11 28.2.2 In the case of a contractor doing business in a form other than as an
12 individual, the name, date of birth, Social Security number, and residence address of each
13 individual who owns an interest of ten percent (10%) or more in the contracting entity.

14 28.3 It is expressly understood that this data will be transmitted to governmental
15 agencies charged with the establishment and enforcement of child support orders, and for no other
16 purpose.

17 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

18 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
19 that all employees, agents, subcontractors, and all other individuals performing services under this
20 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
21 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
22 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
23 agents, subcontractors, and all other individuals performing services under this Agreement to sign
24 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
25 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
26 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
27 they now exist or as they may hereafter be amended.

1 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
2 LAW

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

7 31. CONFIDENTIALITY

8 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
9 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
10 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
11 now exist or be hereafter amended.

12 31.2 All records and information concerning any and all persons referred to
13 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
14 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
15 individuals performing services under this Agreement. CONTRACTOR shall require all of its
16 employees, agents, subcontractors, and all other individuals performing services under this
17 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
18 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
19 of this Agreement.

20 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
21 other individuals performing services under this Agreement of this provision and that any person
22 violating the provisions of said California state law may be guilty of a crime.

23 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
24 to the confidentiality requirements of this Agreement.

25 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
26 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
27 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
28 hereafter be amended.

1 31.5.1 No access, disclosure, or release of information regarding a ~~child-Foster~~
2 Youth/NMD who is the subject of Juvenile Court proceedings shall be permitted except as
3 authorized. If authorization is in doubt, no such information shall be released without the written
4 approval of a Judge of the Juvenile Court.

5 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
6 before allowing any ~~child-Foster Youth/to~~NMD to be interviewed, photographed, or recorded by
7 any publication or organization, or to appear on any radio, television, or internet broadcast or make
8 any other public appearance. Such approval shall be requested through Foster Youth's/NMD's
9 ~~child's~~ Social Worker/Probation Officer.

10 32. SECURITY

11 32.1 Security Requirements

12 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
13 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
14 confidentiality that currently exists or exists at any time during the term of this Agreement.
15 CONTRACTOR represents and warrants that it has implemented and will maintain during the
16 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
17 private and confidential client information, to protect against anticipated threats to the security or
18 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
19 use of COUNTY data. Such safeguards and controls shall include at a minimum:

20 32.1.1.1 Storage of confidential paper files that ensures records are
21 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

22 32.1.1.2 Control of access to physical and electronic records to ensure
23 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
24 services.

25 32.1.1.3 Control to prevent unauthorized access and to prevent
26 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

27 32.1.1.4 Firewall protection.

28 32.1.1.5 Use of encryption methods of electronic COUNTY data while

1 in transit from CONTRACTOR networks to external networks, when applicable.

2 32.1.1.6 Measures to securely store all COUNTY data, including, but not
3 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
4 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
5 CONTRACTOR further represents and warrants that it has implemented and will maintain during
6 the term of this Agreement administrative, technical, and physical safeguards and controls
7 consistent with State and federal security requirements.

8 32.2 Security Breach Notification

9 32.2.1 CONTRACTOR shall have policies and procedures in place for the
10 effective management of Security Breaches, as defined below. In the event of any actual,
11 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
12 experiences or learns of that either compromises or could reasonably be expected to comprise
13 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
14 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
15 notification, CONTRACTOR shall, at its own expense, immediately:

16 32.2.1.1 Investigate to determine the nature and extent of the Security
17 Breach.

18 32.2.1.2 Contain the incident by taking necessary action, including, but
19 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
20 security.

21 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
22 COUNTY data used or disclosed, the person who made the unauthorized use or received the
23 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
24 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
25 take to prevent future similar unauthorized use or disclosure.

26 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
27 determine what actions are necessary in response to the Security Breach and who will perform
28 these actions. Actions may include, but are not limited to: notifications; investigation and

1 remediation costs, including notification of all whose personal information was disclosed; outside
2 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
3 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
4 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
5 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
6 required actions.

7 33. COPYRIGHT ACCESS

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

11 34. WAIVER

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

18 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

19 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
20 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
21 commercial advertisement, promotional purposes, announcements, displays, or press releases,
22 without COUNTY's prior written consent is expressly prohibited.

23 35.2 CONTRACTOR may develop and publish information related to this Agreement
24 where all of the following conditions are satisfied:

25 35.2.1 ADMINISTRATOR provides its written approval of the content and
26 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
27 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

28 35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes

1 a statement that the program, wholly or in part, is funded through County, State, and Federal
2 Government funds;

3 35.2.3 The information does not give the appearance that the COUNTY, its
4 officers, employees, or agencies endorse:

5 35.2.3.1 Any commercial product or service; and

6 35.2.3.2 Any product or service provided by CONTRACTOR, unless
7 approved in writing by ADMINISTRATOR; and

8 35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
9 or other publicly available social media sites) to publish information related to this Agreement,
10 CONTRACTOR shall develop social media policies and procedures and have them available to
11 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
12 and Procedures as they pertain to any social media developed in support of the services described
13 within this Agreement. The policy is available on the Internet at
14 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

15 36. ENERGY EFFICIENCY STANDARDS

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

18 37. ENVIRONMENTAL PROTECTION STANDARDS

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

24 37.1 No facility to be utilized in the performance of the proposed grant has been listed
25 on the EPA List of Violating Facilities;

26 37.2 It will notify COUNTY prior to award of the receipt of any communication from
27 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
28 grant is under consideration to be listed on the EPA List of Violating Facilities; and

1 37.3 It will notify COUNTY and EPA about any known violation of the above laws and
2 regulations.

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

5 38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
6 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
7 by the Office of Management and Budget (OMB) and published in the Federal Register dated
8 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
9 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
10 contain, and CONTRACTOR must certify compliance utilizing a form provided by
11 ADMINISTRATOR that cites the following:

12 38.1.1 The definitions and prohibitions contained in the clause at Federal
13 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
14 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
15 38.1.2 of this certification.

16 38.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
17 knowledge and belief as of December 23, 1989, that

18 38.1.2.1 No federal appropriated funds have been paid or will be paid to
19 any person for influencing or attempting to influence an officer or employee of any agency, a
20 Member of Congress, an officer or employee of Congress, or an employee of a Member of
21 Congress on his or her behalf in connection with the awarding of any federal contract, the making
22 of any federal grant, the making of any federal loan, the entering into of any cooperative
23 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
24 contract, grant, loan or cooperative agreement;

25 38.1.2.2 If any funds other than federal appropriated funds (including
26 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
27 person for influencing or attempting to influence an officer or employee of any agency, a Member
28 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his

1 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
2 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
3 and

4 38.1.2.3 He or she will include the language of this certification in all
5 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
6 \$100,000 shall certify and disclose accordingly.

7 38.1.3 Submission of this certification and disclosure is a prerequisite for making
8 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
9 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
10 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
11 and not more than \$100,000, for each such failure.

12 39. POLITICAL ACTIVITY

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

16 40. TERMINATION PROVISIONS

17 40.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
18 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
19 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
20 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
21 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
22 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
23 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
24 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
25 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

26 40.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
27 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
28 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,

1 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
2 parties. During the Transition Period, service and data access shall continue to be made available
3 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
4 transitioning all data in the format determined by COUNTY.

5 40.3 In the event of termination of this Agreement, cessation of business by
6 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
7 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
8 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
9 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
10 Agreement.

11 40.4 The obligations of COUNTY under this Agreement are contingent upon the
12 availability of federal and/or State funds, as applicable, for the reimbursement of
13 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
14 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
15 remains in effect or operation. In the event that such funding is terminated or reduced,
16 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
17 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
18 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
19 notification of such determination. CONTRACTOR shall immediately comply with
20 ADMINISTRATOR's decision.

21 40.5 If any term, covenant, condition, or provision of this Agreement or the application
22 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
23 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
24 thereby.

25 41. GOVERNING LAW AND VENUE

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

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

5 42. SIGNATURE IN COUNTERPARTS

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

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

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

By: _____ By: _____
NAME OF SIGNER DIRECTOR
TITLE COUNTY OF ORANGE
AGENCY SOCIAL SERVICES AGENCY

Dated: _____ Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF ~~GROUP HOME SERVICES RCL~~
~~OR~~ SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

1. POPULATION TO BE SERVED

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

1.1 The population to be served may include:

1.1.1 ~~CONTRACTOR shall serve male/female Foster Youth under the age of eighteen (18) years with specific age range to be in accordance with facility's approved CCLD license, between the ages of _____ and eighteen (18) years, and, if approved and licensed through Community Care Licensing, serve~~

1.1.2 NMDs up to the age of twenty-one (21) pursuant to Subparagraph 1.1.2.1 below.

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

1 is first, the NMD placement must be ~~terminated as defined in Subparagraph 4.33 of this~~
 2 ~~Agreement, unless~~ terminated unless the NMD has a medical condition verified by
 3 ADMINISTRATOR. An NMD with a medical condition may remain at CONTRACTOR's facility
 4 until he or she turns twenty-one (21) years old. A "medical condition" is a physical or mental state
 5 as determined by Administrator that limits an NMD's ~~dependent's~~ ability to participate in any one
 6 of the following activities: completing high school or an equivalency program; enrollment in post-
 7 secondary education or vocational school; participation in a program or activity that promotes or
 8 removes barriers to employment; and/or employment of at least eighty (80) hours per month.

9 2. REFERRALS

10 CONTRACTOR agrees to provide Short-Term Residential Therapeutic Program (STRTP)
 11 Services to Foster Youth/NMDs referred to CONTRACTOR by COUNTY pursuant to the terms
 12 and conditions set forth herein, in accordance with the Foster Youth's/NMD's Agency Placement
 13 Agreement and CONTRACTOR's Program Statement, approved by CCLD and incorporated
 14 herein by reference, as it currently exists or may hereafter be amended.

15 1.22.1 It is mutually understood that no minimum number of placement referrals is
 16 guaranteed, expressed, or implied, under this Agreement. CONTRACTOR agrees to provide
 17 services requested as needed by COUNTY, regardless of the quantity of placement referrals
 18 received.

19 1.32.2 In the case of a Dual Status Foster Youth/NMD child, the Lead Agency will make
 20 the referral and complete applicable required documentation for placement.

21 ~~1.4 — The following applies to CONTRACTORS licensed as a Group Homes:~~

22 1.52.3 CONTRACTOR shall accept placement referrals ~~and provide services to~~
 23 ~~individuals~~ referred by the Placing Agency. ~~ADMINISTRATOR.~~

24 2.4 Upon CONTRACTOR receiving a placement referral from the Placing
 25 Agency ~~ADMINISTRATOR~~, CONTRACTOR will evaluate and notify the Placing
 26 Agency ~~ADMINISTRATOR~~ ~~within 72-~~ within forty-eight (48) hours regarding the decision for
 27 placement.

28 1.62.5 If CONTRACTOR declines the placement referral, CONTRACTOR will discuss

1 with the Placing Agency to identify services that could be implemented in order for
 2 CONTRACTOR to accept placement.

3 2.6 If ~~the~~ CONTRACTOR ~~decides to deny~~ declines the placement referral,
 4 CONTRACTOR ~~agrees to~~ shall submit ~~provide ADMINISTRATOR~~ to the Placing Agency within
 5 three (3) business days of its decision, written documentation of the reasons why the referral was
 6 ~~declined~~ noted to facilitate ADMINISTRATOR's ability to report declined placement referrals to
 7 CDSS in accordance with CDSS STRTP guidelines.

8 2.7 Emergency Placement Referrals

9 2.7.1 CONTRACTOR shall accept Emergency Placement referrals and provide
 10 services to individuals referred by ADMINISTRATOR for designated Emergency Placements
 11 pursuant to WIC §11462.01(h)(3)(A).

12 2.7.2 Following Emergency Placement of the Foster Youth/NMD in the facility,
 13 if it is determined the facility cannot continue to provide necessary services or meet the needs of
 14 the Foster Youth/NMD, then Contractor shall continue to provide residential care to the Foster
 15 Youth/NMD for the amount of time necessary to identify and transition the Foster Youth/NMD to
 16 an alternative, suitable placement.

17 ~~1.6.1.1~~ 2.7.2.1 CONTRACTOR shall ensure that the Foster Youth/NMD
 18 and his/her Authorized Representative are offered the opportunity to participate in the
 19 development of a transition plan that is informed by the CFT.

20 ~~1.7~~ The following applies to CONTRACTORS licensed as a STRTP:

21 2.3. CONTRACTOR'S PROGRAM STATEMENT

22 ~~2.13.1~~ 2.3.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised
 23 Program Statement as submitted ~~that CONTRACTOR submits to the~~ CDSS Foster Care Rates
 24 ~~Bureau~~ and/or CCLD, or additional copies of the Program Statement upon request of
 25 ADMINISTRATOR. ~~subsequent to the execution of this Agreement, as defined by Subparagraph~~
 26 ~~4.21.~~ The provisions of the revised Program Statement shall supersede the provisions contained
 27 in the previous Program Statement submitted to ADMINISTRATOR to the extent that they
 28 conflict.

~~2.2~~ ~~CONTRACTOR agrees to provide ADMINISTRATOR with additional copies of the Program Statement upon request of ADMINISTRATOR. Contractor also agrees to provide Administrator with an updated Program Statement whenever there are changes or modifications to program activities. The provisions of this Agreement shall supersede the provision in the Program Statement to the extent that they conflict.~~

4. STRTP ACCREDITATION

4.1 CONTRACTOR shall notify ADMINSTRATOR of any change of status in its National Accreditation within ten (10) business days of receiving notification from the accrediting entity in compliance with Title 22 CCR, ILS §87089.

4.2 CONTRACTOR shall notify ADMINSTRATOR when its National Accreditation is due to expire within sixty (60) days of expiration date.

4.3 CONTRACTOR shall notify ADMINSTRATOR of renewals and audits for its National Accreditation and provide CONTRACTOR written notification of the outcomes of the renewals and audits within thirty (30) days after the renewal and/or audit.

4.4 CONTRACTOR shall provide ADMINSTRATOR written notification of any corrective action required by the National Accreditation board at time of issuance. CONTRACTOR shall provide ADMINSTRATOR written notification of completed corrective action plan within thirty (30) days of approval of plan by National Accreditation board.

3.5. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

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

~~3.15.2~~ CONTRACTOR shall make every effort to assist Foster Youth/NMDs in achieving and demonstrating long-term sustainable behavioral and emotional change with the intent of successfully transitioning to a lower level of care.

~~3.25.3~~ CONTRACTOR shall make efforts to incorporate the following five (5) protective factors from the “Strengthening Families” approach, developed by the Center for the Study of Social Policy, in providing services and evaluating outcomes:

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

4.6. CORE SERVICES TO BE PROVIDED:

CONTRACTOR shall provide STRTP Core Services described below:

6.1 Specialty Mental Health Services

CONTRACTOR shall:

6.1.1 Provide specialty mental health services to Foster Youth/NMD's in accordance with CONTRACTOR's approved plan of operation and Program Statement.

6.1.2 Provide a mental health program approved by the California Department of Health Care Services (CDHCS) or from a delegated county Mental Health Plan, and maintain the mental health program approval in good standing during its STRTP licensure in accordance with Title 22, ILS §87089.1.

6.1.3 Provide specialty mental health and additional treatment services for Foster Youth/NMDs who meet medical necessity criteria for specialty mental health services under the Medi-Cal EPSDT Program, as described in Title 9, California Code of Regulations (CCR) Chapter 11, Section 1830.210.

6.1.4 Ensure that psychiatric needs of a Foster Youth/NMD are met in accordance with the Child Health Disability Prevention (CHDP) program, Medi-Cal program, and CCLD regulations to the extent that funding and services are available.

6.1.5 Ensure provision of mental health services to Foster Youth/NMDs, including, but not limited to: individual, collateral, or group therapy; family therapy, when applicable; assessment for substance abuse services; crisis intervention; case management; psychiatric evaluation; and psychotropic medication management.

6.1.6 Assist in locating and referring Foster Youth/NMDs to provide Day

1 Rehabilitation, Day Treatment Intensive, Crisis Stabilization, and Therapeutic Behavioral
 2 Services, in collaboration with the CFT and whenever identified in the NSP, to be included as part
 3 of the treatment plan.

4 6.1.7 Provide individual counseling a minimum of one (1) time a week or as
 5 directed by the CFT. If the Foster Youth/NMD declines to attend individual counseling,
 6 CONTRACTOR shall attempt to engage and document those attempts to engage Foster
 7 Youth's/NMD's participation in counseling.

8 ~~4.1.1~~ 6.1.8 Provide family counseling as appropriate and as directed by the
 9 CFT.

10 6.2 Transition Services

11 ~~4.1.2~~ 6.2.1 CONTRACTOR shall provide transition support services for Foster
 12 Youth/NMDs and families upon initial entry, placement changes, and for families who assume
 13 permanency through reunification, adoption, or guardianship, in accordance with Title 22 CCR,
 14 ILS §87078.1(a)(2), §87068.2(a) and (c), and §87068.22).

15 6.2.2 Family/Foster Youth/NMDs Important Person Relationships:

16 CONTRACTOR shall:

17 ~~4.1.2.1~~ 6.2.2.1 CONTRACTOR shall work collaboratively with COUNTY
 18 to encourage Foster Youth's/NMD's relationship with family members and/or other individuals
 19 who are important to a Foster Youth/NMD, with the knowledge and concurrence of the assigned
 20 Social Worker/Probation Officer as indicated in the Foster Youth's/NMD's permanency plan.

21 ~~4.1.2.1~~ 6.2.2.2 Keep record of family and Non-Related Extended Family
 22 Members (NREFM) contacts, or any other significant relationship connections; or Important
 23 Persons relevant to reunification and permanency.

24 6.3 Education, Physical, Behavioral, Mental Health, and Extracurricular Supports

25 ~~4.1.3~~ 6.3.1 CONTRACTOR shall provide educational, physical, behavioral,
 26 and mental health supports, including extracurricular activities and social supports, in accordance
 27 with Title 22 CCR, ILS §87067, §87068.2, §87072, §87078, §87078.1 and §87079.

28 ~~4.1.4~~ 6.3.2 Education Supports Requirements:

CONTRACTOR shall:

~~4.1.4.1~~6.3.2.1 Enroll Foster Youth/NMD in the local school, school of origin, or private program (the latter only if funding is provided by COUNTY or other third party payer) within three (3) school days of placement. CONTRACTOR shall notify ADMINISTRATOR within three (3) business days of any obstacles preventing the ~~to~~ Foster Youth's/NMD's enrollment in school.

~~4.1.4.2~~6.3.2.2 Facilitate the Foster Youth's/NMD's continued education at his/her ~~the~~ school of origin if remaining in that school is- ordered by the Juvenile Court and/or recommended by the CFT, and in the Foster Youth's/NMD's best interest in accordance with Education Code §48853.5(f)(1), ~~regarding school of origin, including and providing~~ transportation as needed.

~~4.1.4.3~~6.3.2.3 Cooperate with the ~~Special Education Local Plan Area (SELPA)~~ for any needed assessment and follow-up for special education services through the development and implementation of an ~~Individual Education Plan (IEP)~~ and surrogate parent appointment, as appropriate.

~~4.1.4.4~~6.3.2.4 Monitor ~~the~~ Foster Youth's/NMD's attendance and performance in school and credits earned, and assess progress to determine areas in which improvement is needed. CONTRACTOR shall ~~make~~ document monthly ~~requests for feedback from teachers regarding the~~ Foster Youth's/NMD's academic and social performance and document date of contact, contact person, and feedback provided as well as steps taken to address any deficiency or areas of concern.

~~4.1.4.5~~6.3.2.5 Report in writing to ADMINISTRATOR any unauthorized school absences. ~~An unauthorized absence is as identified in Subparagraph 11.7.1, below.~~

~~4.1.4.6~~6.3.2.6 Provide tutoring and school homework supervision, as needed.

~~4.1.4.7~~6.3.2.7 Meet Title 22 CCR_s, ~~Division 6, Chapter 5, Section ILS~~ §847070(b) (4) requirements for School Report Cards and School Information.

6.3.3 Physical, Behavioral, Mental Health, and Extracurricular Supports:

1 CONTRACTOR shall:

2 6.3.3.1 Develop an understanding of the responsibilities, objectives, and
 3 requirements of COUNTY in regard to the care of Foster Youth/NMD and work with COUNTY
 4 in planning for their care. ~~for Foster Youth/NMD.~~

5 ~~4.1.4.8~~6.3.3.2 ~~CONTRACTOR agrees to P~~provide multi-lingual services
 6 that meet the needs of Foster Youth/NMDs and families served.

7 ~~4.1.4.9~~6.3.3.3 Follow admission requirements related to medical screening,
 8 physical/dental examination, medical testing, and immunization, as prescribed by COUNTY and
 9 Title 22 Regulations. CONTRACTOR shall take Foster Youth's/NMD's HEP Encounter Form
 10 and HEP to all medical and dental appointments.

11 ~~4.1.4.10~~6.3.3.4 Adhere to COUNTY policies ~~that~~ provided by CFS,
 12 ~~program provides Contractor~~ including, but not be limited to, County policies regarding
 13 psychotropic medication and ~~;~~ obtaining court consent for psychotropic medications in a form
 14 approved by ADMINISTRATOR. ~~Consent must be obtained before medication is administered.~~

15 ~~4.1.4.11~~6.3.3.5 Participate in and support efforts to reestablish
 16 relationships between Foster Youth/NMD and his/her relatives, family members, or other
 17 individuals who are important to the Foster Youth/NMD, as approved by Foster Youth's/NMD's
 18 Social Worker/Probation Officer.

19 ~~4.1.4.12~~6.3.3.6 Develop, maintain, and implement written discipline
 20 policies and procedures in accordance with Title 22 CCR, ~~Division 6, Chapter 5, Section ILS~~
 21 §847072.1 and to the satisfaction of the CCLD. Any fines imposed as a form of discipline shall
 22 not exceed more than fifty percent (50%) of Foster Youth's/NMD's weekly allowance with the
 23 duration of payment to be determined by the CFT. For Foster Youth/NMDs wishing to contribute
 24 more than fifty percent (50%) allocation, CONTRACTOR shall provide written authorization of
 25 Foster Youth's/NMD's consent and send notification to the CFT. CONTRACTOR shall provide
 26 ADMINSTRATOR with written documentation supporting the imposition of a fine, including,
 27 documentation of cost/expenses incurred; police reports, if applicable, and Special Incident
 28 Reports.

1 ~~4.1.4.13~~6.3.3.7 Conduct a Treatment Team meeting concerning the
 2 status of each Foster Youth/NMD ~~at least quarterly for Group Homes and at least monthly for~~
 3 ~~STRTPs.~~

4 ~~4.1.4.14~~6.3.3.8 Participate in CFT meetings, in accordance with
 5 State requirements. A CFT meetings ~~are~~ must be conducted upon an initial child welfare foster
 6 care placement and any time a placement change is needed. ~~and ongoing thereafter. Ongoing At~~
 7 minimum, CFTs will meetings will be conducted ~~in a timely manner to address changing needs,~~
 8 ~~but, at minimum, will be held within~~ every ninety (90) days to reassess level of care and mental
 9 health and/or psychotropic medication needs, discuss options for possible life-long connections,
 10 and address other topics relevant to the Foster Youth/NMD. ~~following the last CFT.~~
 11 CONTRACTOR shall comply with changes to CFT meeting requirements when State
 12 requirements change and ADMINISTRATOR provides notification. CFT's can be considered in
 13 lieu of a Treatment Team meeting if all CFT parties are present.

14 6.3.3.9 Observe and protect Foster Youth's/NMD's personal rights, as
 15 set forth in Title 22 CCR, ~~Section ILS §874072 and -~~ ~~CONTRACTOR shall~~ provide a copy of the
 16 Personal Rights to the Foster Youth/NMD and their A authorized Representatives at the time of
 17 admission.

18 ~~4.1.4.15~~ ~~Nurture, care for, treat, and train each Foster Youth/NMD to~~
 19 ~~meet his/her individual needs and daily living skills, to include, but not be limited to, cleaning,~~
 20 ~~cooking, laundry and budgeting.~~

21 6.3.3.10 Provide interactive life skills activities, training, and mentoring
 22 to all Foster Youth /NMD regardless of age or gender to ensure they develop and build skills for
 23 self-care and self-sufficiency. Activities to build these skills include, but are not limited to: fiscal
 24 management, cooking, household cleaning and laundry, and usage of transportation.

25 ~~4.1.4.16~~6.3.3.11 Assist and mentor Foster Youth/NMD on how to
 26 obtain essential documents such as California Driver's License and/or Identification Card, Social
 27 Security Card, or medical card.

28 6.3.3.12 ~~Provide services in accordance with "Reasonable and prudent~~

parent" or "reasonable and prudent parent standard," referring to the standard characterized by careful and sensible parental decisions that maintain the Foster Youth/NMDs health, safety, and best interest, and provides for normalcy as defined in WIC Section 362.05(e)4. Ensure a reasonable and prudent parent standard for Foster Youth/NMDs to participate in extracurricular, enrichment, and social activities with reasonable determination of the appropriateness of the activity in consideration of the Foster Youth/NMDs age, maturity, and developmental level, pursuant to WIC §362.05(c)4.

~~4.1.4.17~~6.3.3.13 Document the participation of Foster Youth/NMDs in extracurricular activities that include, but are not limited to, organized sports, cultural events, and artistic programs. CONTRACTOR shall maintain receipts for extracurricular activities and provide to COUNTY as requested.

~~4.1.4.18~~6.3.3.14 Provide Foster Youth/NMD paid employment training when appropriate.

~~4.1.4.19~~—Respect the cultural diversity of the Foster Youth/NMD served, their parents and any other person(s) important to the Foster Youth/NMDs, and provide culturally responsive child care workers and other direct service employees, as described in Subparagraph 4.8 of this Agreement.

~~4.1.4.20~~6.3.3.15 ~~CONTRACTOR agrees to~~ Ppost safety notices and other literature provided to CONTRACTOR by ADMINISTRATOR, in the manner prescribed. Such literature may be in the form of, but not limited to, placards, posters, checklists, instructions, diagrams, charts, or illustrations.

6.4 Transition to Adulthood Services

6.4.1 CONTRACTOR shall provide activities designed to support transition-~~Foster~~age Foster Youth/NMD in achieving a successful adulthood, in accordance with Title 22 CCR, ILS §87022(c)(11), §87068.2, §87068.22(b) and (c), and §87078.1.

~~4.1.5~~6.4.2 Transitional Planning Services Program (TPSP):

CONTRACTOR shall:

~~4.1.5.16~~6.4.2.1 ~~Work collaboratively with COUNTY's staff and~~

COUNTY's contracted TPSP service providers in meeting the service goals set forth in the Foster Youth's/NMD's Transitional Independent Living Plan. Work collaboratively with SSA's TPSP/Independent Living Program (ILP) and SSA's contracted Emancipation/ILP service provider(s) to meet the service goals set forth in each Foster Youth's/NMD's TILP.

~~4.1.5.26.4.2.2~~ Assist ~~the~~ Foster Youth/NMD placed in ~~Group Homes or~~ STRTPs outside of Orange County in participating in that community's local TPSP, where available.

~~4.1.5.36.4.2.3~~ Assist-Support Foster Youth/NMD in making a successful transition to a lower level of care ~~independent living~~ by assisting them in participating in TPSP events including, but not limited to:

~~4.1.5.46.4.2.4~~ Workshops - offering services in such areas as education, career, relationships, and daily living skills;

~~4.1.5.56.4.2.5~~ Special Events - including, but not limited to, Independent City, Graduation, Career Fair, and College Tours;

~~4.1.5.66.4.2.6~~ Specialized Services for Disabled Children - including, but not limited to, outreach, follow-up training, and individual services;

~~4.1.5.76.4.2.7~~ Mentor Programs; and

~~4.1.5.86.4.2.8~~ Job Placement Services.

~~4.1.66.4.3~~ Provide transportation for Foster Youth/NMD to and from all TPSP related activities, as required by ADMINISTRATOR, ~~including~~ and provide supervision for three (3) or more Foster Youth/NMD attending the same activity.

~~4.1.76.4.4~~ Send ~~its~~ staff to COUNTY's TPSP training for caregivers and other TPSP related training, as required by ADMINISTRATOR.

~~4.1.86.4.5~~ Prepare and submit to ADMINISTRATOR a Foster Youth/NMD specific summary of all the Foster Youth's/NMD's participation, activities, and contacts with TPSP and other independent living programs, including any programs offered by CONTRACTOR. CONTRACTOR shall also maintain this summary in Foster Youth's/NMD case file.

1 6.5 Permanency Support Services

2 6.5.1 CONTRACTOR shall provide services to facilitate achieving permanency
3 for Foster Youth/NMD, including supporting efforts to reunify or achieve adoption or
4 guardianship, and efforts to maintain or establish relationships with parents, siblings, extended
5 family members, tribes, or other Important Persons to the Foster Youth/NMD, as appropriate and
6 identified in the Needs and Service Plan (NSP) in collaboration with the CFT, and in accordance
7 with Title 22 CCR, ILS §87068.2, §87078, §87078.1 and §87079.

8 CONTRACTOR shall:

9 6.5.2 Continue family finding efforts and engagement practices to assist Foster
10 Youth/NMD in identifying, developing, and maintaining important relationships, provided that
11 such relationships are in the Foster Youth's/NMD's best interests and are consistent with his/her
12 Case Plan.

13 6.5.3 Assist each Foster Youth/NMD in developing a plan that includes face-to-
14 face and regular contact with his/her social support network. The Foster Youth's/NMD's social
15 support network includes parent(s), relatives, other significant relationship connections, Important
16 Persons, NREFMs, and peers.

17 6.5.4 Assist the assigned Social Worker/Probation Officer in identifying these
18 individuals from Foster Youth's/NMD's social support network as potential permanency
19 resources.

20 ~~4.1.9~~6.5.5 Work toward termination of placement on a planned basis as
21 indicated in the Foster Youth's/NMD's permanency plan with maximum involvement of Foster
22 Youth/NMD, parents, any other person(s) deemed appropriate by the assigned Social
23 Worker/Probation Officer, and Foster Youth's/NMD's assigned Social Worker/Probation Officer.

24 ~~4.1.10~~6.5.6 Provide permanency support services to Foster Youth/NMD upon
25 discharge to reunification with their parents, legal guardianship, adoption, foster care, or other
26 means.

27 6.6 Indian Child Services

CONTRACTOR shall ensure that Indian Foster Youth/NMDs receive core services and support, in accordance with the Federal Indian Child Welfare Act. These services shall be in the best interests of Indian Foster Youth/NMDs, including Culturally Responsive, child-centered practices that respect Native American history, culture, retention of tribal membership, and connection to the tribal community and traditions.

7. ADDITIONAL SERVICES AND SUPPORTS

~~4.2~~ Basic Needs:

~~4.3~~ 7.1 Clothing:

CONTRACTOR shall:

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

7.1.2 Ensure the Foster Youth/NMD has a minimum of a three (3) day supply of clothing upon Intake. If a Foster Youth/NMD enters the facility with less than a three (3) day supply, CONTRACTOR shall supply the minimum clothing requirements.

7.1.3 Provide the ongoing monthly clothing allowance thirty (30) days after placement and every month thereafter.

7.1.4 Allow clothing allowance to be used for purchase of a Foster Youth's/NMD's replacement clothes and/or mandatory uniforms as required by the CONTRACTOR.

~~4.3.1~~ 7.1.5 Provide reserved/unused clothing allowance to Foster Youth/NMD upon his/her discharge in a form to be determined by ADMINSTRATOR. CONTRACTOR shall apply a pro-rated daily rate of \$2.50 to determine the clothing allowance due to the Foster Youth/NMD should the Foster Youth/NMD leave CONTRACTOR's care prior to the completion of the monthly clothing allowance cycle.

7.1.6 Document all clothing purchases and retain receipts in Foster Youth's/NMD's ~~case file record, including receipts.~~

1 4.3.27.1.7 Ensure Foster Youth/NMD has adequate clothing upon his/her
 2 request to reserve unused monthly clothing allowance. If CONTRACTOR approves the Foster
 3 Youth's/NMD's request to reserve funds, CONTRACTOR shall document the amount of rollover
 4 funds which shall include documentation of Foster Youth's/NMD's acknowledgment and
 5 signature.

6 7.1.8 Conduct and document ~~f~~inventory of Foster Youth's/NMD's clothing and
 7 personal property at the time of placement ~~and~~and when Foster Youth/NMD transitions out
 8 ~~termination~~of placement. Inventory documentation will be maintained in the Foster
 9 Youth's/NMD's case file.

10 7.1.9 Conduct and document a clothing inventory each quarter to assess Foster
 11 Youth's/NMD's needs. Updates to the inventory shall be made when new clothing items are
 12 purchased and when items are discarded. Foster Youth/NMD and CONTRACTOR staff shall sign
 13 the updated inventory.

14 ~~4.3.3~~7.1.10 Follow minimum clothing requirements determined by
 15 ADMINISTRATOR.

16 ~~4.3.4~~7.1.11 ~~Contractor shall P~~ermit all Foster Youth/NMD to take their
 17 clothing, cash resources, reserved clothing allowance, personal property, and valuables with them
 18 when placement is terminated. If the Foster Youth/NMD is unable to take the above items upon
 19 placement termination, this is impossible, clothing and personal property shall immediately be
 20 stored separately and securely for each individual Foster Youth/NMD by CONTRACTOR for a
 21 maximum period of thirty (30) days, after which it shall be delivered to the Foster Youth's/NMD's
 22 Social Worker/Probation Officer. At termination of placement, CONTRACTOR shall provide an
 23 appropriate method of transport for clothing and personal property, such as luggage or canvas-type
 24 duffel bags (not trash or paper/plastic bags) and provide a copy of the final inventory at termination
 25 to ADMINISTRATOR and/or receiving party.

26 4.4.7.2 Personal Needs:

27 CONTRACTOR shall:

28 ~~4.4.1~~7.2.1 Furnish personal care items, including, but not limited to,

1 toothpaste, toothbrush, soap, hair care items, and hygiene supplies that are Ceulturally
2 Responsive.

3 ~~4.4.2~~7.2.2 Furnish a separate and secure storage area for personal items for
4 each Foster Youth/NMD.

5 ~~4.4.3~~7.2.3 Furnish clean fresh towels, mattress pads, pillows, sheets, and
6 blankets in sufficient number to ensure ~~assure~~-cleanliness and warmth.

7 ~~4.5.7.3~~ Food and Emergency Supplies:

8 7.3.1 Foster Youth/NMD shall receive an adequate and balanced diet as required
9 by Title 22 CCR, ~~Division 6, Chapter 5~~Section ILS §8470276 guidelines. ~~In addition,~~

10 ~~4.5.1~~7.3.2 CONTRACTOR shall maintain emergency First Aid/Earthquake
11 supplies, as outlined in Title 22 CCR, §80075, and as deemed appropriate by ADMINISTRATOR.

12 CONTRACTOR shall maintain the following minimum emergency supplies per Foster
13 Youth/NMD on the premises:

14 ~~4.5.1.1~~7.3.2.1 One (1) week supply of staple nonperishable foods;

15 ~~4.5.1.2~~7.3.2.2 Two (2) day supply of fresh perishable foods; and

16 ~~4.5.1.3~~7.3.2.3 A minimum five (5) day supply of at least one (1) gallon of
17 water per day. ~~per Foster Youth/NMD.~~

18 ~~4.6.7.4~~ Chores:

19 ~~4.6.1~~7.4.1 CONTRACTOR shall specify and post reasonable chores which
20 Foster Youth/NMD will be required to do as part of their regular routine. Any and all other chores
21 are to be voluntary.

22 ~~4.6.2~~7.4.2 Foster Youth's/NMD's Social Worker/Probation Officer may
23 review CONTRACTOR's policies regarding chores, and disapprove, if appropriate, the chores
24 assigned to a specific Foster Youth/NMD.

25 ~~4.6.3~~7.4.3 Foster Youth/NMD shall be supervised by CONTRACTOR while
26 they are engaged in any assigned chores.

27 ~~4.7.7.5~~ Minimum Allowances:

28 Each Foster Youth/NMD shall be provided with a minimum allowance as set forth

below no less frequently than once a week and such allowance shall be documented in each Foster Youth's/NMD's case file. Receipt of such allowance shall be initialed by Foster Youth/NMD.

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

4.87.6 Safeguards for Cash Resources, Personal Property, and Valuables:

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

4.8.27.6.2 In the event that Foster Youth/NMD is employed, CONTRACTOR shall assist Foster Youth/NMD in setting up a bank account in accordance with Title 22 CCR, ~~Section— ILS §~~847072(ed)(87), to the satisfaction of the Foster Youth's/NMD's Social Worker/Probation Officer. Foster Youth's/NMD's funds shall not be commingled with CONTRACTOR's funds or petty cash.

5.8. FACILITIES

5.18.1 CONTRACTOR shall provide facilities with a capacity for providing residential services to _____ Foster Youth/NMDs and accommodations for staff, in accordance with CCLD requirements and each facility's CCLD license.

5.28.2 CONTRACTOR shall provide fFacility location(s) ~~will be provided~~ to

1 ADMINISTRATOR.

2 ~~5.38.3~~ CONTRACTOR shall maintain its facility/ies in a manner that will ensure the well-
3 being, protection, health, safety, and comfort of ~~each~~ Foster Youths/NMDs. Each Foster
4 Youth/NMD shall be afforded a reasonable degree of privacy.

5 ~~6.~~ TREATMENT PROGRAM

6 ~~6.1~~ Treatment Program Shall be in accordance with CONTRACTOR's Program
7 Statement.

8 ~~6.2~~ Minimum standard: Contractor shall facilitate at least weekly individual and group
9 therapy for all Foster Youth/NMDs and regular family therapy as indicated by Social
10 Worker/Probation Officer.

11 ~~6.3~~ CONTRACTOR shall follow the treatment program based upon the type of facility
12 license held and as described in their approved Program Statement.

13 ~~7.9.~~ ADDITIONAL OTHER CONTRACTOR RESPONSIBILITIES

14 ~~7.19.1~~ Transportation:

15 ~~9.1.1~~ CONTRACTOR shall supplyprovide transportation for Foster Youth/NMD
16 as required or as /approved by ADMINISTRATOR, including, but not ~~be~~ limited to, transporting
17 to court appearances, upon receiving Notice Of Hearings, visitation, school (including school of
18 origin as ordered by the Court and/or recommended by the CFT), ~~and or~~ medical or therapeutic
19 appointments, extracurricular activities, and other activities as informed by Foster Youth's/NMD's
20 CFT. etc.

21 ~~7.19.1.2~~ CONTRACTOR shall notify assigned Social Worker/Probation
22 Officer or Authorized Representative if Foster Youth/NMD utilizes any form of transportation not
23 provided by CONTRACTOR. CONTRACTOR shall not utilize taxi cabs or other ridesharing
24 services such as Uber or Lyft.

25 ~~7.29.2~~ Volunteers:

26 ~~7.2.19.2.1~~ CONTRACTOR shall submit a written plan specifying how
27 volunteers will be supervised, screened, and utilized by CONTRACTOR. The plan, which may
28 be modified at ADMINSTRATOR's request, shall be included in the Program Statement and

1 include the following:-

2 ~~7.2.1.1~~9.2.1.1 ~~The~~Type and degree of supervision provided; and

3 ~~7.2.1.2~~9.2.1.2 ~~A~~d Description of the duties to be performed by volunteers.

4 ~~7.3.3~~9.3 Visitors:-

5 ~~7.3.1~~9.3.1 CONTRACTOR shall establish a set of rules regarding visitation
6 hours, sign-in/sign-out, and visiting rooms. Such rules shall apply to all Vvisitors.

7 ~~7.3.2~~9.3.2 Upon entering the ~~Group Home or~~ STRTP, all Vvisitors shall be
8 required to sign in on the Visitor's Log Book. CONTRACTOR staff shall request a California
9 Driver's License or other form of government issued picture identification and shall record the
10 name, address, and driver's license number, or identification number, if available, of each Vvisitor
11 as well as the Vvisitor's relationship to the resident, if any, the stated purpose of the visit, and the
12 time of the Vvisitor's entry and departure. Unaccompanied visiting minors shall be supervised by
13 CONTRACTOR staff.

14 ~~7.3.3~~9.3.3 All Vvisitors entering into any area of the ~~Group Home or~~ STRTP
15 where residents are or may be present, shall be accompanied by CONTRACTOR's staff at all
16 times, except as described below in Subparagraph 9.3.4.

17 ~~7.3.4~~9.3.4 Parents, relatives, or Iimportant Ppersons of ~~Group Home or~~ STRTP
18 residents, who have been approved by the assigned Social Worker/Probation Officer for ~~non-~~
19 unmonitored visitation, shall be accompanied by CONTRACTOR's staff to and from a private
20 designated location in the ~~STRTP Group Home~~ where the visit will take place. In these instances,
21 CONTRACTOR's staff need not be present during the ~~entire~~ visit.

22 ~~7.4~~9.4 Drug Testing:-

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

28 ~~7.5~~9.5 Notice of Request for Change of Placement

1 9.5.1 CONTRACTOR shall provide written notice to COUNTY at least fourteen
 2 (14) calendar days prior to placement change. Written notice ~~should~~shall be on CONTRACTOR's
 3 ~~agency's~~ letterhead and include steps and efforts taken to maintain placement, as well as provide
 4 detailed explanation for the need to change placement.

5 ~~7.5.1~~9.5.2 A ~~TDM or~~ CFT meeting, which CONTRACTOR shall attend, shall
 6 be conducted prior to any ~~termination~~change of placement, planned or unplanned.

7 ~~7.6~~9.6 Removal or Transfer of Foster Youth/NMD:

8 ~~7.6.1~~9.6.1 Notwithstanding any other provision of this Agreement and in
 9 accordance with Title 22 CCR, ~~Sections~~ ILS §874061(b) and WIC ~~Section~~ §16501, COUNTY
 10 may remove, with or without stating cause, any or all Foster Youth/NMD placed with
 11 CONTRACTOR.

12 ~~7.6.2~~9.6.2 CONTRACTOR shall participate in any CFT meeting resulting
 13 from ~~as defined in Subparagraph 4.5 of this agreement, prior to or as a result of~~ a Foster
 14 Youth's/NMD's removal.

15 ~~7.7~~9.7 Law Enforcement Contact:

16 ~~7.7.1~~9.7.1 If CONTRACTOR contacts law enforcement officials regarding
 17 any issue related to the provision of services under this Agreement, CONTRACTOR shall
 18 immediately telephone Foster Youth's/NMD's Social Worker/Probation Officer and Permanency
 19 Services Program (PSP) ~~Program~~ Manager, or designee. This verbal report shall be followed by
 20 the submission of a Special Incident Report form approved by ADMINISTRATOR, to Foster
 21 Youth's/NMD's Social Worker/Probation Officer and PSP ~~Program~~ Manager, or designee, and
 22 CFS STRTP Group Home Liaison/Probation Monitor within three (3) calendar days of the incident
 23 via the Secured Foster Youth Information Database (CFS), and FAX to (714) 935-7725 (Probation
 24 Department). ADMINSTRATOR may request CONTRACTOR to send Special Incident Reports
 25 to additional designees, as deemed appropriate by ADMINSTRATOR.

26 ~~7.7.2~~9.7.2 CONTRACTOR will comply with AB 388 reporting requirements.

27 8.10. RECORDS

28 ~~8.1~~10.1 Foster Youth/NMD Records:

1 ~~8.1.1~~10.1.1 CONTRACTOR shall prepare and maintain accurate and complete
 2 records on each Foster Youth/NMD served under the terms of this Agreement in a form acceptable
 3 to ADMINISTRATOR. In addition to the records required to be maintained by Title 22 CCR,
 4 CONTRACTOR shall also maintain the following information in ~~the~~ Foster Youth's/NMD's case
 5 files:

6 ~~8.1.1.1~~10.1.1.1 Information regarding the Foster Youth's/NMD's
 7 participation in TPSP, as applicable;

8 ~~8.1.1.2~~10.1.1.2 Statement of behaviors with potential risk and/or
 9 safety concerns;

10 ~~8.1.1.3~~10.1.1.3 Foster Youth's/NMD's financial information,
 11 including disbursements for clothing and material signed for by Foster Youth/NMD, and
 12 allowances received by and signed for by Foster Youth/NMD;

13 ~~8.1.1.4~~10.1.1.4 Diagnostic studies;

14 ~~8.1.1.5~~10.1.1.5 Reports on interviews with Foster Youth/NMD;

15 ~~8.1.1.6~~10.1.1.6 Special Incident Report;

16 ~~8.1.1.7~~10.1.1.7 Written quarterly evaluations;

17 ~~8.1.1.8~~10.1.1.8 Written verification of clinical ~~notes on~~ services
 18 provided by treatment professionals;

19 10.1.1.9 Records of medical/dental visits and treatment, including a copy
 20 of ~~Child Health and Disability Prevention (CHDP)~~ physical or its equivalent that is less than one
 21 (1) year old;

22 ~~8.1.1.9~~10.1.1.10 Foster Youth/NMD's monthly weight chart;

23 ~~8.1.1.10~~10.1.1.11 Psychotropic medication orders/scripts and forms
 24 regarding psychotropic medication, including, but not limited to, JV-220, JV-220(A), JV-220(B),
 25 and court approved JV-223;

26 10.1.1.12 Monthly feedback from the Foster Youth's/NMD's ~~S~~school
 27 regarding academic and social performance; ~~and~~;

28 ~~8.1.1.11~~10.1.1.13 Foster Youth's most current IEP.

~~8.2~~10.2 COUNTY Records:

~~8.3~~— Upon rejection of a referral or termination of Foster Youth's NMD's placement, CONTRACTOR shall immediately return all documents furnished by COUNTY to Foster Youth's/NMD's Social Worker/Probation Officer or destroy documents pursuant to Subparagraph 32.1. ~~Upon termination of Foster Youth's/NMD's placement, CONTRACTOR shall return all original Juvenile Court records furnished by COUNTY to Foster Youth/NMDs Social Worker/Probation Officer, upon request, within thirty (30) calendar days after Foster Youth's/NMD's release.~~

~~8.4~~10.3 House Log Book:

~~8.4.1~~10.3.1 Each ~~Group Home or~~ STRTP location shall maintain a ~~handwritten and~~ chronological daily log record of the following:

~~8.4.1.1~~10.3.1.1 Population count;

~~8.4.1.2~~10.3.1.2 Visitors;

10.3.1.3 Special incidents/problems;

~~8.4.1.3~~10.3.1.4 Restraints and law enforcement contacts;

~~8.4.1.4~~10.3.1.5 Group and individual activities, including participants in therapeutic treatment, length of time of therapeutic treatment activities;

~~8.4.1.5~~10.3.1.6 Significant reactions, including, but not limited to, emotional outbursts, aggressive or violent behaviors, and/or self-injurious behaviors of Foster Youth/NMD, to telephone calls when such are openly displayed;

~~8.4.1.6~~10.3.1.7 Furloughs or other off-grounds trips by Foster Youth/NMD; and

~~8.4.1.7~~10.3.1.8 Staff on duty, including date and time staff enters and leaves facility.

~~8.4.2~~10.3.2 At the beginning of each working shift, CONTRACTOR's staff shall individually review and initial all House Log Book entries made subsequent to their last working shift.

~~8.5~~10.4 Visitors Log Book:

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

5 11. CONTRACTOR'S STAFF

6 11.1 CONTRACTOR shall be in compliance with all CDSS and CCLD, Title 22
7 Regulations for education, experience, and staffing ratios.

8 11.2 CONTRACTOR shall provide sufficient administrative and direct service staff to
9 manage and provide services in the STRTP homes.

10 11.3 Same gender supervision during overnight shifts is a best practice. To the extent
11 allowable under the law, CONTRACTOR shall use best efforts to staff overnight shifts with same
12 gender staff members, whenever possible; thereby during overnight shifts using only female staff
13 members in a female STRTP home and only male staff members in a male STRTP home.

14 11.4 Foster Youth/NMD shall be supervised by direct service staff, and staffing ratios
15 that include non-direct staff shall be in compliance with Title 22 CCR, §87065.5.

16 12. CONTRACTOR'S EMPLOYEE RECORDS

17 12.1 CONTRACTOR shall maintain and retain records on each employee and volunteer
18 as required by Title 22 CCR, §80066 and ILS §87066. Such records shall include, but not be
19 limited to, fingerprint clearances, Child Abuse Index clearances, employees' original employment
20 applications, and any other records required by Paragraph 26.

21 12.2 In addition to personnel disclosure requirements set forth in Paragraph 26 of this
22 Agreement, during the term of this Agreement, CONTRACTOR shall:

23 12.2.1 Hire qualified staff in accordance with all applicable statutes and
24 regulations and comply with Title 22 CCR, Division 6 for criminal record clearances.

25 12.2.2 Maintain a personnel file on each employee, which shall include, but not be
26 limited to, the following information:

27 12.2.2.1 The name of the person who completed the employment
28 application;

1 12.2.2.2 A completed and signed criminal record statement;

2 12.2.2.3 Written performance evaluations;

3 12.2.2.4 Proof of automobile insurance;

4 12.2.2.5 Completed reference checks;

5 12.2.2.6 Completed initial physical exam;

6 12.2.2.7 Completed tuberculosis test (within seven (7) days of
7 employment);

8 12.2.2.8 Department of Motor Vehicle (DMV) driving record printout
9 including copy of California Driver's License;

10 12.2.2.9 Confidentiality agreement;

11 12.2.2.10 Child abuse/elder abuse reporting requirements;

12 12.2.2.11 Education credentials;

13 12.2.2.12 Annual training completed;

14 12.2.2.13 Disciplinary actions taken, if applicable; and

15 ~~8.5.1.1~~ 12.2.2.14 Establish and maintain documentation of in-service
16 training for staff involved in direct contact with Foster Youth/NMDs. Each personnel file shall
17 contain documentation of attendance and content provided to that employee.

18 **9.13. COUNTY RESPONSIBILITIES**

19 COUNTY shall:

20 ~~9.13.1~~ Provide consultation and technical assistance and will monitor performance
21 of CONTRACTOR in meeting the terms of this Agreement, as permitted by CCLD.

22 ~~9.2~~ Provide CONTRACTOR with a written assessment at the beginning of placement
23 of the unmet needs and/or problems of the individual Foster Youth/NMD, which are related to
24 his/her social, emotional, intellectual or physical adjustment and development, as they will affect
25 the care and services to the individual Foster Youth/NMD in the facility. This assessment shall
26 generally include a social work assessment, medical reports, educational assessment and
27 psychological/psychiatric evaluations, and meet CDSS requirements.

28 ~~9.3~~

1 ~~9.4 — Collaborate with CONTRACTOR toward development of a treatment plan.~~

2 ~~9.5 — Collaborate with CONTRACTOR toward a positive stepping down placement into~~
3 ~~a family setting in accordance with protocols established by COUNTY.~~

4 ~~9.6 — Assist in development and maintenance of each Foster Youth's/NMD'S~~
5 ~~relationships with parents, other family members, and important persons in future permanency~~
6 ~~planning for each Foster Youth/NMD and attend youth's progress meetings and youth and family~~
7 ~~conferences.~~

8 ~~9.7 — Contact each Foster Youth/NMD at least once a month unless the case plan~~
9 ~~indicates a need for less frequent contact. CONTRACTOR shall be informed concerning the~~
10 ~~planned frequency of such contacts.~~

11 ~~9.8 — Inform CONTRACTOR of any known dangerous propensities of any Foster~~
12 ~~Youth/NMD COUNTY places with CONTRACTOR including past behavioral and mental health~~
13 ~~history.~~

14 ~~9.9 — Inform CONTRACTOR of procedures to fund medical care.~~

15 ~~9.10 — Provide authorization for medical treatment, if appropriate.~~

16 ~~9.11 — Provide Foster Youth/NMDs HEP at the time of Foster Youth's/NMD's placement~~
17 ~~and regularly thereafter.R~~

18 ~~9.12 — Provide consent, if appropriate, for current court approved psychotropic~~
19 ~~medication; and provide a copy of the COUNTY policy for administration of psychotropic~~
20 ~~medications.~~

21 ~~9.13 — Obtain, whenever possible, Foster Youth's available clothing and deliver it to~~
22 ~~CONTRACTOR within five (5) business days.~~

23 ~~9.14~~13.2 ~~Provide assistance with emergencies. COUNTY will be responsive to~~
24 ~~CONTRACTOR's request for a timely meeting to discuss a Foster Youth's/NMD's behavioral~~
25 ~~issues, program noncompliance and strategies to maintain placement. Emergency after hours~~
26 ~~telephone numbers are:~~

27 ~~Social Services/SSA/~~Orangewood Children and Family Center:

28 (714) 935-7171

Probation Department/Juvenile Hall:

(714) 935-6660

~~10.14.~~ REPORTS

~~10.14.1~~ CONTRACTOR shall maintain records, collect data, and provide reports related to the services provided under this Agreement as mandated by County, State and Federal Governments. Reporting requirements shall include all reports and data collection that is required to track and report progress on goals as stated in Paragraph 5 of this Exhibit A to this Agreement. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR. Reports shall include, but are not limited to, the following:

~~10.214.2~~ Needs and Services Plan:

14.2.1 The Needs and Services Plan (NSP) shall be developed by CONTRACTOR in partnership with all of the Foster Youth's/NMD's treatment providers, including CONTRACTOR's Social Worker and Foster Youth's/NMD's family as appropriate, within the first thirty (30) days of placement.

14.2.2 CONTRACTOR shall place a copy of the plan, signed by all applicable parties, in the Foster Youth's/NMD's file.

14.2.3 CONTRACTOR shall provide a signed copy of the plan to the Foster Youth's/NMD's Social Worker/Probation Officer within seven (7) calendar days of completion.

14.2.4 CONTRACTOR shall accept an email from Foster Youth's/NMD's Social Worker/Probation Officer as temporary authorization until the signed hard copy is received.

~~14.2.5 A progress report identifying the Foster Youth's/NMD's strengths and progress in stepping down to a family setting is to be completed, with signatures, and submitted to the Foster Youth's/NMD's Social Worker/Probation Officer every three (3) months thereafter. The~~ NSP shall identify the Foster Youth's/NMD's strengths and progress in stepping down to a family setting and be reviewed, updated and submitted monthly, unless otherwise specified.

~~10.2.1~~ 14.2.6 The NSP plan shall be based on information, including, but not limited to:

~~10.2.1.1~~ 14.2.6.1 Review of the HEP;

~~10.2.1.2~~14.2.6.2 Placement information;

~~10.2.1.3~~14.2.6.3 Service needs of the Foster Youth/NMD family structure and permanency plan; and

~~10.2.1.4~~14.2.6.4 Support of the ~~ILP~~Independent Living Program in the development of a Foster Youth/NMD age fifteen and one-half (15½) years and older.

~~10.2.2 For facilities licensed as a Group Home, the Needs and Services Plan shall be reviewed, updated and submitted quarterly, unless otherwise specified. The quarterly review may be conducted at CONTRACTOR's facility with Foster Youth's/NMD's Social Worker/Probation Officer and CONTRACTOR.~~

~~10.2.3~~14.2.7 ~~For facilities licensed as a Short Term Residential Therapeutic Program, T~~he ~~Needs and Services Plan~~NSP shall be reviewed, updated and submitted monthly with signatures, unless otherwise specified. The monthly review may be conducted at CONTRACTOR's facility with Foster Youth's/NMD's Social Worker/Probation Officer and CONTRACTOR.

14.2.8 All approvals for the ~~F~~foster Youth/NMD to be off-site unsupervised shall be written into the ~~Foster y~~Foster youth's/NMD's ~~Needs and Services Plan~~NSP and signed and approved by the ~~Foster y~~Foster youth's/NMD's assigned ~~S~~social ~~W~~worker/Probation Officer.

~~10.2.4~~14.2.9 All approvals for Foster Youth/NMD to be fined as a form of discipline shall be written into the NSP and signed and approved by the Foster Youth's/NMD's assigned Authorized Representative.

~~10.3~~14.3 Diagnostic Summary:

~~10.3.1~~14.3.1 The diagnostic summary shall be submitted by CONTRACTOR within thirty (30) calendar days of placement and shall include, but not be limited to:

~~10.3.1.1~~14.3.1.1 Identification of Foster Youth's/NMD's strengths;

~~10.3.1.2~~14.3.1.2 Medical and dental needs;

14.3.1.3 Psychological and /psychiatric evaluations obtained;

14.3.1.4 Mental health diagnosis;

14.3.1.5 Social, emotional, and behavioral challenges;

~~10.3.1.3~~14.3.1.6 Initial crisis management assessment, including, but not limited to, identification of motivators, triggers, and means of de-escalation;

~~10.3.1.4~~14.3.1.7 Case Staffing review summaries;

~~10.3.1.5~~14.3.1.8 Educational assessment;

~~10.3.1.6~~14.3.1.9 Peer adjustment;

~~10.3.1.7~~14.3.1.10 Relationship to staff;

~~10.3.1.8~~14.3.1.11 Involvement in recreational ~~program~~and/or extra-curricular programs;

~~10.3.1.9~~ Behavioral Problems;

~~10.3.1.10~~14.3.1.12 Involvement/relationship with parents, relatives, significant relationship connections, and Important Persons; and

~~10.3.1.11~~14.3.1.13 Reunification plans.

~~10.4~~14.4 Quarterly Evaluation of Foster Youth/NMD

~~10.4.1~~14.4.1 CONTRACTOR shall submit ongoing written evaluations on each Foster Youth/NMD to Foster Youth's/NMD's Social Worker/Probation Officer on a quarterly basis, to be submitted within seven (7) calendar days following the quarterly reporting period. These evaluations shall include, but ~~are~~ not be limited to:

~~10.4.1.1~~14.4.1.1 Updates for the Foster Youth/NMDs NSP as specified in Title 22 CCR, ILS §87068.2.

14.4.1.2 Progress toward accomplishing the goals, strategies, and outcome objectives described in Paragraph 5 of this Exhibit A.

14.4.1.3 Foster Youth's/NMD's progress toward accomplishing his/her long-range goal(s), short-term objectives, tasks, and placement in a family setting.

14.4.1.4 Identification of the Foster Youth's/NMD's areas of strength and concern.

~~10.4.1.2~~14.4.1.5 Identification of service needs of the Foster Youth's/NMD's family and the plan for permanency.

~~10.4.1.3~~14.4.1.6 Identification of Foster Youth's/NMD's unmet

1 needs, and CONTRACTOR's recommendations~~assessment of unmet needs~~, and efforts made to
 2 meet these needs.

3 ~~10.4.1.4 Recommendations to meet identified needs, i.e. nontraditional~~
 4 ~~services.~~

5 14.4.1.7 Updated assessment ~~Reassessment~~ of Foster
 6 Youth's/NMD's adjustment/acclimation to CONTRACTOR's facility, program, peers, school,
 7 and staff.

8 ~~10.4.1.5~~ 14.4.1.8 Updated assessment of the Foster Youth's/NMD's
 9 progress towards transitional planning/independent living goals, if applicable.

10 ~~10.4.1.6~~ 14.4.1.9 Current status of Foster Youth's/NMD's physical
 11 and psychological health, and a ~~A~~ report of medical and mental health care received and
 12 medication (s) administered. ~~given.~~

13 ~~10.4.1.7~~ 14.4.1.10 Modification of the treatment plan, anticipated
 14 length of placement, and any barriers to permanency. ~~and as necessary, the tasks to be performed~~
 15 ~~and changes in the anticipated length of placement. Family problems, which appear to prevent the~~
 16 ~~return of Foster Youth/NMD shall be fully described.~~

17 ~~10.4.1.8~~ 14.4.1.11 A record of any serious behavioral problems and how
 18 these problems were treated, as well as the Foster Youth's/NMD's responses to treatment.

19 ~~10.4.1.9~~ 14.4.1.12 A record of parental contacts, conferences and visits,
 20 ; contacts with relatives, friends, and significant others, so far as they are made known, - and any
 21 significant reactions ; thereto openly displayed by Foster Youth/NMD.

22 ~~10.4.1.10~~ 14.4.1.13 The dates of contacts with Foster Youth's/NMD's
 23 Social Worker/Probation Officer during the quarter. This part of the report shall include the
 24 number of visits to Foster Youth/NMD, as well as phone calls placed and received.

25 14.4.1.14 The dates of contacts with psychiatrist(s), mental health
 26 professionals, and substance abuse treatment professionals ~~psychologist(s), Licensed Clinical~~
 27 ~~Social Worker(s), and/or Marriage and Family Therapist(s)~~ during the quarter.

28 ~~10.4.1.11~~ 14.4.1.15 Summary of current educational progress.

1 ~~10.4.2~~14.4.2 CONTRACTOR shall also make available to Foster
 2 Youth's/NMD's Social Worker/Probation Officer copies of any pertinent information utilized for
 3 the quarterly evaluation, including, ~~such as~~ school reports, medical reports, and
 4 psychological/psychiatric reports as completed.

5 ~~10.5~~14.5 Performance Outcomes Report:

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

10 ~~10.5.1~~14.5.1 Number of Foster Youth/NMDs served;

11 ~~10.5.2~~14.5.2 Number of Foster Youth/NMD discharged including reason for
 12 discharge;

13 ~~10.5.3~~14.5.3 Upon discharge, type of placement Foster Youth/NMD
 14 transitioned to;

15 ~~10.5.4~~14.5.4 Type of Therapy Foster Youth/NMDs was involved in; and

16 ~~10.5.5~~14.5.5 Type of supportive services offered.

17 ~~10.6~~14.6 The ~~first~~ semiannual performance outcomes report ~~is due~~
 18 ~~_____~~. ~~Subsequent reports~~ shall be submitted by the tenth (10th) calendar day of
 19 the month following each six (6) month reporting period. The reporting periods are January
 20 through June and July through December.

21 ~~10.6.1~~14.6.1 CONTRACTOR shall submit a similar report on Foster
 22 Youth/NMD referred by the ~~Orange County~~ Probation Department to their Administrative
 23 Placement Monitoring and Investigations Unit Supervisor. Reporting criteria shall be developed
 24 by the Probation Department.

25 ~~10.7~~14.7 Monthly Report of Incidents

26 ~~10.7.1~~14.7.1 CONTRACTOR shall provide ~~Group Home-STRTP~~ Foster Care
 27 Liaisons and SSA Quality Assurance Department a monthly report of incidents of runaway episode
 28 over twenty-four (24) hours in length, Emergency Room visits, psychiatric hospitalization, and

1 911 calls. Monthly Report of Incidents will be due by the first business day of the following month.

2 ~~10.8~~14.8 Termination Summary:

3 14.8.1 CONTRACTOR shall deliver to Foster Youth's/NMD's Social
4 Worker/Probation Officer within seven (7) calendar days of termination of Foster Youth's/NMD's
5 placement, a closing summary of all issues regularly reported in the quarterly evaluation, including
6 records relating to ~~the treatment of~~ provided to the Foster Youth/NMD's, any monies (i.e.,
7 savings) owed to Foster Youth/NMD, and an inventory of Foster Youth's/NMD's personal
8 belongings and clothing.

9 ~~10.8.1~~14.8.2 Upon Foster Youth/NMD's discharge, CONTRACTOR shall
10 provide the assigned Social Worker/Probation Officer written documentation of Foster
11 Youth's/NMD's medical and dental appointments, and follow-up care, including all medication
12 that was prescribed to the Foster Youth/NMD.

13 ~~10.9~~14.9 Unauthorized Absence:

14 ~~10.9.1~~14.9.1 An unauthorized absence is defined as an event ~~where~~when a Foster
15 Youth's/NMD's whereabouts are unknown by CONTRACTOR's staff or ~~where~~when a ~~child~~
16 Foster Youth/NMD has runaway from placement.

17 14.9.2 In the case of an unauthorized absence, CONTRACTOR shall immediately
18 telephone Foster Youth's/NMD's Social ~~Worker~~Worker, Foster Youth's/NMD's /Probation
19 Officer when applicable, the local law enforcement agency, CCLD, and Foster Youth's/NMD's
20 parents/guardians. CONTRACTOR shall make direct person-to-person contact with the Social
21 Worker/Probation Officer or their designee: ~~and shall provide w~~Written notification ~~from~~
22 ~~CONTRACTOR shall be received~~ within twenty-four (24) hours of the absence ~~by~~ to the Foster
23 ~~Youth's/NMD~~ Social Worker/Probation Officer.

24 ~~10.9.2~~14.9.3 CONTRACTOR shall submit incident report to Foster
25 Youth's/NMD's Social Worker/Probation Officer within twenty-four (24) hours of the absence via
26 the Foster Youth Information Database (CFS) and (714) 935-7725 (Probation Department). A copy
27 of this written report is to also be submitted to the SSA STRTP ~~Group Home~~ Liaison, PSP ~~Program~~
28 Manager, or designee, and Probation Department's STRTP Liaison/Probation ~~Group Home~~

1 Monitor.

2 ~~10.9.2.1~~14.9.3.1 If Foster Youth/NMD returns voluntarily,
3 CONTRACTOR shall immediately notify the Foster Youth's/NMD's Social Worker/Probation
4 Officer, PSP, the local law enforcement agency, CCLD, Foster Youth's/NMD's parents/guardians
5 and, as appropriate, the Foster Youth's/NMD's mental health and/or physical health provider.

6 ~~10.9.2.2~~14.9.3.2 Following the Foster Youth's/NMD's return,
7 CONTRACTOR shall provide an evaluation for Foster Youth/NMD emphasizing the significance
8 of their absence and appropriate follow-up intervention. All discussion resulting from the
9 evaluation shall be documented in Foster Youth's/NMD's record and information provided to the
10 Foster Youth's/NMD's Social Worker/Probation Officer.

11 ~~10.9.3~~14.9.4 In the event of an unauthorized absence (AWOL)—~~the~~
12 CONTRACTOR will notify the ADMINISTRATOR's designee, ~~representative~~—as outlined in
13 ~~Exhibit A, Section~~Subparagraph 14.9.2 of ~~this~~ this Exhibit A Agreement. CONTRACTOR agrees
14 to return the Foster Youth/NMD to the CONTRACTOR's care, except under the following
15 circumstances:

16 (a). ~~The~~ CONTRACTOR and ADMINISTRATOR agree there is an imminent
17 safety risks for the Foster Youth/NMD and/or ~~the~~ program should ~~the youth~~he/she be returned.

18 (b). ~~The~~ CONTRACTOR has been notified that the bed has been closed at the
19 discretion of the ADMINISTRATOR.

20 (c). The Foster Youth/NMD has exceeded the duration of ~~an~~
21 ADMINISTRATOR's authorized bed hold or ~~been~~was absent more than fourteen (14) cumulative
22 days within the month.

23 ~~10.9.3.1~~14.9.4.1 In the event that fourteen (14)-day placement change
24 notice has been requested by ~~the~~ CONTRACTOR and the Foster Youth/NMD returns within the
25 fourteen (14)-day period, the CONTRACTOR agrees to return the Foster Youth/NMD to the
26 CONTRACTOR's care until ~~a TDM can be facilitated as outlined in Section 4.30 of this~~
27 ~~Agreement or~~ a CFT meeting can be facilitated, ~~as outlined in Section 4.6 of this Agreement~~.

28 ~~10.9.3.2~~14.9.4.2 If the Foster Youth/NMD has not returned prior to

1 the completion of the fourteen (14)-day notice ~~the CONTRACTOR period,~~ CONTRACTOR is not
 2 obligated to take him/her ~~the youth~~ back and the bed will be closed. ADMINISTRATOR will then
 3 assume responsibility for securing alternative placement arrangements for the Foster
 4 ~~y~~Youth/NMD.

5 ~~10.9.3.3~~14.9.4.3 CONTRACTOR shall participate in a ~~TDM or~~ CFT
 6 meeting upon the request of the ADMINISTRATOR, when the Foster Y~~y~~outh/NMD returns to
 7 provide pertinent information relevant to determining appropriate placement options.

8 ~~10.9.3.4~~14.9.4.4 CONTRACTOR shall maintain records of
 9 unauthorized absences in Foster Youth's/NMD's record.

10 ~~10.9.3.5~~14.9.4.5 CONTRACTOR shall maintain and secure Foster
 11 Y~~y~~outh's/NMD's possessions in the event of an unauthorized absence.

12 ~~11.15.~~ SPECIAL OR UNPLANNED INCIDENTS

13 ~~11.15.1~~ Serious Illness, Accident/Injury, or Death:

14 CONTRACTOR shall immediately telephone Social Worker and ~~/~~Probation
 15 Officer, if the Foster Youth/NMD has one, or official designee in case of their absence, and make
 16 direct person-to-person contact upon becoming aware of any serious illness, accident/injury,
 17 hospitalization, or death of a Foster Youth/NMD in CONTRACTOR's care. If the Social Worker
 18 or designees are unavailable, CONTRACTOR shall notify Orangewood Children and Family
 19 Center (OCFC) Intake Services at (714) 935-7080. In the event Probation Officer or designees are
 20 unavailable, CONTRACTOR shall notify Custody Intake at (714) 935-7632. In the case of death,
 21 CONTRACTOR shall also notify local law enforcement. CONTRACTOR shall follow the verbal
 22 report with the submission of an electronic Special Incident Report; via the online Foster Youth
 23 Information System (FYI System); within one (1) business day of such serious illness,
 24 accident/injury, hospitalization, or death occurs. In the event the FYI system is not available,
 25 CONTRACTOR shall submit the Special Incident Report via facsimile within one (1) business
 26 day of the incident to avoid delinquency. Standard protocol shall resume once the FYI system
 27 becomes available. CONTRACTOR shall provide Probation Officer a written report or via
 28

1 electronic/facsimile for incidents involving placements for Probation Department. The verbal and
2 electronic/facsimile reports shall include, but not be limited to:

3 ~~11.1.1~~15.1.1 Name of the Foster Youth/NMD;

4 ~~11.1.2~~15.1.2 Date of serious illness, accident/injury or death;

5 ~~11.1.3~~15.1.3 Nature of the illness/injury or the circumstances of the death;

6 ~~11.1.4~~15.1.4 Name or names of CONTRACTOR's officers, employees or agents
7 with knowledge of the event;

8 ~~11.1.5~~15.1.5 Name of the attending physician;

9 ~~11.1.6~~15.1.6 Name of the hospital;

10 ~~11.1.7~~15.1.7 When applicable, the police report number, name of the police
11 agency handling the incident, date of the police report, ~~F~~Foster ~~y~~Youth's race and ethnicity, and a
12 summary of the circumstances.

13 ~~11.2~~15.2 Other Special Incidents:

14 ~~11.2.1~~15.2.1 CONTRACTOR shall immediately telephone the child's Foster
15 Youth's/NMD's Social Worker and ~~P~~Probation Officer, if the Foster Youth/NMD has one, and
16 PSP ~~Program~~ Manager, or designee, and make ~~direct person to person~~ contact if any of the
17 following occurs:

18 ~~11.2.1.1~~15.2.1.1 Assault;

19 ~~11.2.1.2~~15.2.1.2 Medication errors;

20 ~~11.2.1.3~~15.2.1.3 Foster Youth/NMD refused medication;

21 ~~11.2.1.4~~15.2.1.4 Mis-administered medication;

22 ~~11.2.1.5~~15.2.1.5 Missed medication;

23 ~~11.2.1.6~~15.2.1.6 Accident/Minor injury;

24 ~~11.2.1.7~~15.2.1.7 Self injury;

25 ~~11.2.1.8~~15.2.1.8 Sexual activity;

26 ~~11.2.1.9~~15.2.1.9 Suspension from school;

27 ~~11.2.1.10~~15.2.1.10 Unauthorized school absences;

28 ~~11.2.1.11~~ ~~Absence without leave;~~

~~11.2.1.12~~15.2.1.11 Contraband of illegal substance and/or weapons;

~~11.2.1.13~~15.2.1.12 Law enforcement intervention and/or arrest;

~~11.2.1.14~~15.2.1.13 Property damage and or vandalism;

~~11.2.1.15~~15.2.1.14 Personal rights complaint; and

~~11.2.1.16~~15.2.1.15 Any behavior or activities by any volunteer or staff

while on duty which substantially disrupts activities within CONTRACTOR’s facility and jeopardizes the status, safety, or health of a ~~child~~ Foster Youth/NMD placed by COUNTY.

~~11.2.2~~15.2.2 This verbal report shall be followed by the submission of a Special Incident Report form approved by ADMINISTRATOR, to Foster Youth’s/NMD’s Social Worker/Probation Officer and PSP ~~Program~~ Manager, or designee, and ~~Group Home~~ STRTP Liaison/Probation Monitor within three (3) calendar days of the incident via the Foster Youth Information Database (CFS) and (714) 935-7725 (Probation Department).

~~11.2.3~~15.2.3 ADMINISTRATOR may, in his/her sole discretion, add, delete, waive or otherwise modify individual reporting requirements as stated in this Paragraph.

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