

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

6 FOR THE PROVISION OF SIBLING RESIDENTIAL HOMES SERVICES
7 AT TUSTIN FAMILY CAMPUS

8
9 This AGREEMENT, entered into this ~~23rd day of August 2017~~ 1st day of January 2019,
10 which date is particularized for purpose of reference only, is by and between the COUNTY OF
11 ORANGE, hereinafter referred to as "COUNTY," and OLIVE CREST, a California non-profit
12 corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered
13 by the County of Orange Social Services Agency Director or designee, hereinafter referred to as
14 "ADMINISTRATOR."

15
16 WITNESSETH:

17
18 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of in-
19 home family services and intensive in-home services for child abuse intervention and treatment
20 services; and

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

23 WHEREAS, such contracts are authorized and provided for pursuant to Welfare and
24 Institutions Code, Sections 16002 and 16004;

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

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Exhibit A

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1. TERM

2 The term of this Agreement shall commence on ~~August 23, 2017~~January 1, 2019, and
3 terminate on December 31, ~~2018~~2019, unless earlier terminated pursuant to the provisions of
4 Paragraph 41 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.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

4. DESCRIPTION OF SERVICES

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

1 Crest, for the Provision of Sibling Residential Homes Services Tustin Family Campus, attached
 2 hereto and incorporated herein by reference. CONTRACTOR shall operate continuously
 3 throughout the term of this Agreement with the number and type of staff described and as required
 4 for provision of services hereunder.

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

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

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it has all necessary licenses and permits required by
 12 the laws of the United States, State of California (hereinafter referred to as "State"), County of
 13 Orange, and all other appropriate governmental agencies to perform the services described in this
 14 Agreement, and agrees to maintain these licenses and permits in effect for the duration of this
 15 Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in
 16 compliance with such laws and licensure requirements, including, without limitation, compliance
 17 with laws applicable to sexual harassment and ethical behavior.

18 5.2 ~~It is mutually understood that~~ CONTRACTOR shall ~~is~~ operateing under an
 19 approved extension of their CDSS Group Home foster care rate at the start of the term of this
 20 contract ~~Agreement.~~

21 ~~5.1.1~~ 5.2.1 If CDSS does not continue to provide an extension of the
 22 CONTRACTOR's CDSS Group Home foster care rate at any point during contract term, the
 23 COUNTY may terminate this Agreement pursuant to Paragraph 41.

24 ~~5.25.3~~ 5.3 In the performance of this Agreement, CONTRACTOR shall comply with all
 25 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
 26 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
 27 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
 28 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of

1 California, County of Orange, and County of Orange Social Services Agency, and all
2 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist
3 or be hereafter amended.

4 ~~5.2.1~~5.3.1 For federally funded Agreements in the amount of \$25,000 or more,
5 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
6 federal financial assistance programs and/or activities.

7 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

8 6.1 Delegation and Assignment

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

16 6.2 Subcontracts

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

23 7. FORM OF BUSINESS ORGANIZATION

24 7.1 Form of Business Organization

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

28 7.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,

1 partnership, corporation, etc.

2 7.1.2 A detailed statement indicating the relationship of CONTRACTOR, by
3 way of ownership or otherwise, to any parent organization or individual.

4 7.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
5 subsidiary business organization or to any individual who may be providing services, supplies,
6 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
7 under this Agreement.

8 7.2 Change in Form of Business Organization

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

15 8. USE OF COUNTY PROPERTY

16 ~~COUNTY intends to permit CONTRACTOR the use of officeresidential space, office~~
17 ~~furniture and office equipment located and COUNTY facilities at which CONTRACTOR~~
18 ~~shall be co-located with COUNTY staff pursuant to this Agreement, as is more particularly~~
19 ~~set forth in that certain lease or license agreement described in Subparagraph 8.2, below.~~
20 ~~As stated in the lease or license agreement, said office space, office furniture, and~~
21 ~~equipment shall be used solely by employees of CONTRACTOR while performing their~~
22 ~~assigned duties pursuant to this Agreement.~~

23 8.1 County and CONTRACTOR have agreed to License Agreement CEO/LCA/SSA-
24 017-049, with a five year term effective August 23, 2017 for the two (2) Sibling Residential
25 Homes.

26 8.18.2 CONTRACTOR shall maintain enter into a the executed ~~lease or~~ license agreement
27 with ADMINISTRATOR for facilities provided by ADMINISTRATOR for the duration of this
28 Agreement. Any termination of license agreement ~~and shall execute all terms and conditions of~~

1 ~~said agreement upon ADMINISTRATOR's presentation of said document to CONTRACTOR.~~
2 ~~Failure to execute the lease or license agreement~~ will result in a breach of this Agreement and this
3 Agreement shall be terminated.

4 ~~8.28.3~~ CONTRACTOR is responsible for any costs associated with Fair Employment and
5 Housing Act and Americans with Disabilities Act accommodations for its own employees at
6 COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for
7 such accommodations at no cost to CONTRACTOR.

8 9. NON-DISCRIMINATION

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

17 9.2 CONTRACTOR shall furnish any and all information requested by
18 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
19 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
20 9 et seq.

21 9.3 Non-Discrimination in Employment

22 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled
23 "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented
24 in Department of Labor regulations (Title 41 CFR Part 60).

25 9.3.2 All solicitations or advertisements for employees placed by or on behalf
26 of CONTRACTOR shall state that all qualified applicants will receive consideration for
27 employment without regard to race, religious creed, color, national origin, ancestry, physical
28 disability, mental disability, medical condition, genetic information, marital status, sex, gender,

1 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other
2 protected group, in accordance with the requirements of all applicable federal or State laws.
3 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous
4 place for employees and job applicants.

5 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
6 formal discrimination complaint to:

7 California Department of Social Services

8 Public Inquiry and Response Bureau

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

10 Sacramento, CA 95814

11 Telephone: (800) 952-5253

12 (800) 952-8349 (For the hard of hearing)

13 9.4 Non-Discrimination in Service Delivery

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

1 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other
 2 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
 3 other laws, or the issue may be referred to the appropriate federal agency for further compliance
 4 action and enforcement of Subparagraph 9.4 et seq.

5 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a
 6 formal complaint any and all information as appropriate:

7 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
 8 (PUB 13)

9 9.4.2.2 Discrimination Complaint Form

10 9.4.2.3 Civil Rights Contacts:

11 County Civil Rights Contact:

12 Orange County Social Services Agency

13 Program Integrity

14 Attn: Civil Rights Coordinator

15 P.O. Box 22001

16 Santa Ana, CA 92702-2001

17 Telephone: (714) 438-8877

18 State Civil Rights Contact:

19 California Department of Social Services

20 Civil Rights Bureau

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

22 Sacramento, CA 94244-2430

23 Federal Civil Rights Contact:

24 U.S. Department of Health and Human Services

25 Office of Civil Rights

26 50 U.N. Plaza, Room 322

27 San Francisco, CA 94102

28 10. NOTICES

1 10.1 All notices, requests, claims, correspondence, reports, statements authorized or
2 required by this Agreement, and/or other communications shall be addressed as follows:

3 COUNTY: County of Orange Social Services Agency
4 Contracts and Procurement Services
5 500 N. State College Blvd, Suite 100
6 Orange, CA 92868

7
8 CONTRACTOR: Olive Crest
9 2130 E. Fourth Street, Suite 200
10 Santa Ana, CA 92705

11 10.2 All notices shall be deemed effective when in writing and deposited in the United
12 States mail, first class, postage prepaid and addressed as above. Any communications, including
13 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
14 Agreement addressed in any other fashion shall be deemed not given. The parties each may
15 designate by written notice from time to time, in the manner aforesaid, any change in the address
16 to which notices must be sent.

17 11. NOTICE OF DELAYS

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

22 12. INDEMNIFICATION

23 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
24 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
25 their elected and appointed officials, officers, employees, agents, and those special districts and
26 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
27 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
28 including, but not limited to, personal injury or property damage arising from or related to the

1 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
2 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
3 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
4 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
5 Neither party shall request a jury apportionment.

6 13. INSURANCE

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

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

25 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
26 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
27 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
28 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is

1 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
2 provision(s) in the Agreement, agrees to all of the following:

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

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

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

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

16 13.5 Qualified Insurer

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

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

25 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
26 the minimum limits and coverage as set forth below:

27 ///

28 ///

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

13.8 Required Coverage Forms

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

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

13.9 Required Endorsements

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

13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,

1 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
2 state AS REQUIRED BY WRITTEN CONTRACT.

3 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20
4 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
5 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
6 contributing.

7 13.9.2 The Network Security and Privacy Liability policy shall contain the
8 following endorsements which shall accompany the Certificate of Insurance.

9 13.9.2.1 An Additional Insured endorsement naming the County of
10 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
11 for its vicarious liability.

12 13.9.2.2 A primary and non-contributing endorsement evidencing that
13 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
14 County of Orange shall be excess and non-contributing.

15 13.10 The Workers' Compensation policy shall contain a waiver of subrogation
16 endorsement waiving all rights of subrogation against the County of Orange, its elected and
17 appointed officials, officers, agents and employees or provide blanket coverage, which will state
18 AS REQUIRED BY WRITTEN CONTRACT.

19 13.11 All insurance policies required by this Agreement shall waive all rights of
20 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
21 employees when acting within the scope of their appointment or employment.

22 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
23 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
24 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
25 a material breach of the contract, upon which the COUNTY may suspend or terminate this
26 Agreement.

27 13.13 If CONTRACTOR's Professional Liability and Network Security & Privacy
28 Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional

1 Liability and Network Security & Privacy Liability coverage for two (2) years following
2 completion of this Agreement.

3 13.14 The Commercial General Liability policy shall contain a severability of interests
4 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

5 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in
6 Paragraph 10 of this Agreement.

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

10 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
11 decrease insurance of any of the above insurance types throughout the term of this Agreement.
12 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
13 appropriate to adequately protect COUNTY.

14 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
15 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
16 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
17 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
18 COUNTY shall be entitled to all legal remedies.

19 13.19 The procuring of such required policy or policies of insurance shall not be construed
20 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and
21 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
22 available from the insurer.

23 14. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

26 14.1 Any accident or incident relating to services performed under this Agreement that
27 involves injury or property damage which may result in the filing of a claim or lawsuit against
28 CONTRACTOR and/or COUNTY.

1 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or
2 relating to services performed by CONTRACTOR under this Agreement.

3 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

4 14.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
5 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
6 Agreement.

7 15. CONFLICT OF INTEREST

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

16 16. ANTI-PROSELYTISM PROVISION

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

21 17. SUPPLANTING GOVERNMENT FUNDS

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

1 approval of ADMINISTRATOR.

2 18. EQUIPMENT

3 18.1 All items purchased with funds provided under this Agreement, or which are
4 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
5 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
6 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
7 Equipment is limited to the performance of this Agreement. Upon the termination of this
8 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
9 COUNTY or its representatives, or dispose of them in accordance with the directions of
10 ADMINISTRATOR.

11 CONTRACTOR further agrees to the following:

12 18.1.1 To maintain all items of Capital Equipment in good working order and
13 condition, normal wear and tear excepted.

14 18.1.2 To label all items of Capital Equipment, do periodic inventories as
15 required by ADMINISTRATOR, and to maintain an inventory list showing where and how the
16 Capital Equipment is being used, in accordance with procedures developed by
17 ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days
18 of any request therefore.

19 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
20 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
21 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

22 18.1.4 To purchase a policy or policies of insurance covering loss or damage to
23 any and all Capital Equipment purchased under this Agreement, in the amount of the full
24 replacement value thereof, providing protection against the classification of fire, extended
25 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
26 parties' interests as they appear.

27 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
28 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the

1 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
2 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
3 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
4 prior written approval has not been obtained from ADMINISTRATOR.

5 18.3 Personal Computer Equipment

6 No personal computers and/or personal electronic devices, such as tablets and
7 laptop computers, or any component thereof, may be purchased with funds provided under this
8 Agreement.

9 19. BREACH SANCTIONS

10 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
11 conditions of this Agreement shall be a material breach of this Agreement. In such event,
12 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
13 available at law, in equity, or otherwise specified in this Agreement:

14 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,
15 which period shall be established by ADMINISTRATOR; and/or

16 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
17 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
18 and/or

19 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
20 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

21 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
22 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

23 20. PAYMENTS

24 20.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
25 in arrears, the rate of reimbursement for the services provided under this Agreement, as established
26 by the State of California, as stated in CDSS Manual of Policies and Procedures, Division 11,
27 Chapter 11-425.1. Payments shall accrue from the date a child/youth is placed and terminate on
28 the date before the child/youth is discharged, removed, runs away, or otherwise leaves the TFC.

1 No payment shall accrue to CONTRACTOR if the child/youth is placed in and removed from the
2 TFC and placed in another facility on the same day, i.e., the child/youth must spend the night in
3 the TFC before payment will accrue.

4 20.2 It is mutually understood that CDSS determines CONTRACTOR's Rate
5 Classification Level (RCL) and sets a corresponding rate using the standardized schedule of rates
6 specified in Welfare and Institutions Code (WIC) Section 11462(f), (g), and (h). CONTRACTOR's
7 RCL is determined using points resulting from the total number of eligible weighted hours per
8 child per month of Child Care Service, Social Work Activities, and Mental Health Treatment
9 Services, divided by ninety (90) percent of the CONTRACTOR's licensed capacity. The total
10 number of points determines the CONTRACTOR's RCL.

11 20.3 CONTRACTOR shall be classified at RCL 12 only if CONTRACTOR generates
12 the requisite number of points for RCL 12, only accepts child/youth with special treatment needs,
13 as determined through the assessment process in Section 11462.01 of the WIC, and has as part of
14 their program measurable performance standards developed by COUNTY.

15 20.4 CONTRACTOR shall submit to CDSS a completed rate application for each
16 program on a biennial basis according to a schedule determined by CDSS, in accordance with WIC
17 Section 11462 (a) (3) (A).

18 20.5 Upon prior written approval of child's/youth's County Social Worker, COUNTY
19 may continue to pay for residential care for up to fourteen (14) days when a child/youth leaves the
20 TFC prior to the planned discharge date (e.g., runaway) if CONTRACTOR has agreed to take the
21 child/youth back immediately upon notice during the period of continued payment.

22 20.6 CONTRACTOR shall provide written notice to the Orange County Foster Care
23 Eligibility Team immediately, and no later than within thirty (30) days of the receipt of a payment
24 for an Orange County placement, which is inconsistent with the period of placement and results in
25 an overpayment or an underpayment. The overpayment or underpayment shall be identified by
26 the child's/youth's name, case number, caseload number, and the amount of underpayment or
27 overpayment.

28 ///

21. OVERPAYMENTS

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

22. OUTSTANDING DEBT

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

23. MEDICAL COSTS

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

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

23.3 CONTRACTOR shall be responsible for controlling the use of each child's/youth's

1 Medi-Cal proof-of-eligibility card.

2 24. FINAL REPORT

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

8 25. RECORDS, INSPECTIONS, AND AUDITS

9 25.1 Financial Records

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

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

18 25.2 Client Records

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

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

1 in accordance with Subparagraph 41.2.

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

6 25.3 Public Records

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

10 25.4 Inspections and Audits

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

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

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

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

1 CONTRACTOR's failure to perform under this Agreement.

2 25.5 Evaluation Studies

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

6 26. PERSONNEL DISCLOSURE

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

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

14 26.1.2 A brief description of the functions of each position and the hours each
15 person works each week, or for part-time personnel, each day or month, as appropriate;

16 26.1.3 The professional degree, if applicable, and experience required for each
17 position; and

18 26.1.4 The language skill, if applicable, for all personnel.

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

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

1 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
2 a criminal record background check on all employees (direct service and administrative) funded
3 through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.) who will
4 have direct, interactive contact with clients served through this Agreement. Background checks
5 conducted through the California Department of Justice shall include a check of the California
6 Central Child Abuse Index, when applicable. Candidates will satisfy background checks
7 consistent with this Paragraph and their performance of services under this Agreement.

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

11 26.6 In the event a record is revealed through the processes described in Subparagraphs
12 26.3 and 26.4, COUNTY will be available to consult with CONTRACTOR on appropriateness of
13 personnel providing services through this Agreement.

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

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

1 ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to
2 Paragraph 19 above.

3 26.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's staff
4 performing work hereunder, and any proposed changes in CONTRACTOR's staff.

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

8 26.11 CONTRACTOR shall notify COUNTY immediately when staff is terminated for
9 cause from working on this Agreement.

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

13 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

28 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1 28.1 CONTRACTOR certifies it is in full compliance with all applicable federal and
2 State reporting requirements regarding its employees and with all lawfully served Wage and
3 Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance
4 throughout the term of the Agreement with the County of Orange. Failure to comply shall
5 constitute a material breach of the Agreement and failure to cure such breach within sixty (60)
6 calendar days of notice from the COUNTY shall constitute grounds for termination of the
7 Agreement.

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

11 28.2.1 His/her name, date of birth, Social Security Number, and residence
12 address; or

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

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

19 **29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING**

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

1 they now exist or as they may hereafter be amended.

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

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

8 31. CONFIDENTIALITY

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

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

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

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

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

1 hereafter be amended.

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

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

10 32. SECURITY

11 32.1 Security Requirements

12 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY
13 and COUNTY-related records and information pursuant to all statutory laws relating to privacy
14 and 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

1 includes a statement that the program, wholly or in part, is funded through County, State, and
2 Federal 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,
9 YouTube, or other publicly available social media sites) to publish information related to this
10 Agreement, CONTRACTOR shall develop social media policies and procedures and have them
11 available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media
12 Use Policy and Procedures as they pertain to any social media developed in support of the services
13 described within this Agreement. The policy is available on the Internet at
14 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

15 COUNTY RESPONSIBILITIES

16 ~~ADMINISTRATOR will provide consultation and technical assistance and will monitor~~
17 ~~performance of CONTRACTOR in meeting the terms of this Agreement.~~

18 36. REPORTS

19 36.1 CONTRACTOR shall provide information deemed necessary by
20 ADMINISTRATOR to complete any State-required reports related to the services provided under
21 this Agreement.

22 36.2 CONTRACTOR shall maintain records and submit reports containing such data
23 and information regarding the performance of CONTRACTOR's services, costs, or other data
24 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
25 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
26 written notice to CONTRACTOR.

27 37. ENERGY EFFICIENCY STANDARDS

28 As applicable, CONTRACTOR shall comply with the mandatory standards and policies

1 relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

2 38. ENVIRONMENTAL PROTECTION STANDARDS

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

8 38.1 No facility to be utilized in the performance of the proposed grant has been listed
9 on the EPA List of Violating Facilities;

10 38.2 It will notify COUNTY prior to award of the receipt of any communication from
11 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
12 grant is under consideration to be listed on the EPA List of Violating Facilities; and

13 38.3 It will notify COUNTY and EPA about any known violation of the above laws and
14 regulations.

15 39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
16 CERTAIN FEDERAL TRANSACTIONS

17 39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
18 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
19 by the Office of Management and Budget (OMB) and published in the Federal Register dated
20 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
21 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
22 contain, and CONTRACTOR must certify compliance utilizing a form provided by
23 ADMINISTRATOR that cites the following:

24 39.1.1 The definitions and prohibitions contained in the clause at Federal
25 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
26 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
27 B of this certification.

28 39.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her

1 knowledge and belief as of December 23, 1989, that

2 39.1.2.1 No federal appropriated funds have been paid or will be paid to
3 any person for influencing or attempting to influence an officer or employee of any agency, a
4 Member of Congress, an officer or employee of Congress, or an employee of a Member of
5 Congress on his or her behalf in connection with the awarding of any federal contract, the making
6 of any federal grant, the making of any federal loan, the entering into of any cooperative
7 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
8 contract, grant, loan or cooperative agreement;

9 39.1.2.2 If any funds other than federal appropriated funds (including
10 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
11 person for influencing or attempting to influence an officer or employee of any agency, a Member
12 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
13 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
14 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
15 and

16 39.1.2.3 He or she will include the language of this certification in all
17 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
18 \$100,000 shall certify and disclose accordingly.

19 39.1.3 Submission of this certification and disclosure is a prerequisite for making
20 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
21 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
22 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
23 and not more than \$100,000, for each such failure.

24 40. POLITICAL ACTIVITY

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

28 ///

1 41. TERMINATION PROVISIONS

2 41.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
3 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
4 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
5 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
6 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
7 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
8 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
9 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
10 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

11 41.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
12 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
13 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
14 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
15 parties. During the Transition Period, service and data access shall continue to be made available
16 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
17 transitioning all data in the format determined by COUNTY.

18 41.3 In the event of termination of this Agreement, cessation of business by
19 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
20 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
21 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
22 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
23 Agreement.

24 41.4 The obligations of COUNTY under this Agreement are contingent upon the
25 availability of federal and/or State funds, as applicable, for the reimbursement of
26 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
27 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
28 remains in effect or operation. In the event that such funding is terminated or reduced,

ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR’s decision.

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

42. GOVERNING LAW AND VENUE

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

43. SIGNATURE IN COUNTERPARTS

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

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

///

///

///

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

By: _____ By: _____
DONALD VERLEUR CHAIRMAN
CHIEF EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
OLIVE CREST COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST

FOR THE PROVISION OF SIBLING RESIDENTIAL HOMES SERVICES
AT TUSTIN FAMILY CAMPUS

1. POPULATION TO BE SERVED

1.1 CONTRACTOR agrees to provide residential care and treatment services at the Tustin Family Campus (TFC) to children and youth referred by ADMINISTRATOR and subsequently accepted for placement by ~~referred to CONTRACTOR by ADMINISTRATOR~~ pursuant to the terms and conditions set forth herein, in accordance with the CONTRACTOR’s Program Statement, approved by the State of California Community Care Licensing Division (CCLD) and incorporated herein by reference, as it currently exists or may hereafter be amended. The population to be served shall hereinafter be referred to as “child(ren)/youth” and includes but is not limited to:

1.1.1 Orange County Juvenile Court dependent children and youth in sibling groups, ages two (2) days to eighteen (18) years who would otherwise be placed in a group home licensed by CCLD at RCL 12.

1.2 It is mutually understood that the two (2) Sibling Residential Homes combined will serve up to twelve (12) children/youth at any given time with up to six (6) children/youth in each home.

1.2.1 One home shall house male and/or female children ages two (2) days to six (6) years old. For sibling sets that include children up to (8) years of age, an age waiver from CCLD is required to maintain the siblings together.

1.2.2 The second home shall house male and/or female children/youth from ages six (6) to eighteen (18) years old in sibling sets.

2. CONTRACTOR'S PROGRAM STATEMENT

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

3. REFERRALS

~~3.1 CONTRACTOR shall provide services to individuals placed by ADMINISTRATOR~~ CONTRACTOR shall accept placement referrals referred by ADMINISTRATOR.

3.2 Upon CONTRACTOR receiving a placement referral from ADMINISTRATOR, CONTRACTOR will evaluate and notify ADMINISTRATOR within forty-eight (48) hours regarding the decision for placement.

3.3 If CONTRACTOR declines the placement referral, CONTRACTOR shall submit to ADMINISTRATOR within three (3) business days of its decision, written documentation of the reasons why the referral was declined to facilitate ADMINISTRATOR's ability to report declined placement referrals to CDSS in accordance with CDSS guidelines.

~~3.4~~ 4 It is mutually understood that no minimum number of placement referrals is guaranteed, expressed or implied, under this Agreement. CONTRACTOR agrees to provide services regardless of the quantity of placement referrals received. The County of Orange Social Services Agency (SSA) shall be the sole source for all referrals for placements to the Sibling Residential Homes Services Program.

~~CONTRACTOR shall provide services requested by ADMINISTRATOR for the referrals received until referred children/youth are ready to transition from the TFC to achieve reunification with parent(s); or transition to placement with a relative, non relative extended family member (NREFM), or licensed foster home.~~

1 4. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

2 4.1 GOALS

3 The goal and purpose of Sibling Residential Homes Services is to keep siblings
4 placed together in a family-centered, home-like environment to reduce the trauma associated with
5 the removal of children/youth from their home, and provide a safe, nurturing atmosphere.

6 4.2 STRATEGIES

7 4.2.1 CONTRACTOR shall provide temporary short term residential care and
8 coordinate treatment services to children/youth for the initial period of up to ninety (90) days or
9 for an extended period as deemed necessary by ADMINISTRATOR.

10 4.2.2 CONTRACTOR shall demonstrate knowledge of evidence-informed,
11 evidence based outcomes as approved by ADMINISTRATOR.

12 4.3 OUTCOME OBJECTIVES

13 Children/youth shall transition from the TFC to achieve reunification with
14 parent(s); or placement with relatives, NREFM, or licensed/certified Resource Family/foster
15 home.

16 ~~5. START UP ACTIVITIES~~

17 ~~The contract start up period is 30 calendar days commencing upon the County's notice to~~
18 ~~proceed. The Contractor, at the conclusion of the 30 calendar day period, following issuance of~~
19 ~~the notice to proceed, shall be ready to accept placement referrals. During that 30 calendar day~~
20 ~~period, the contractor shall complete the following:~~

21 ~~5.1 Secure required personnel;~~

22 ~~5.2 Coordinate and gain approval from Community Care Licensing for operation of~~
23 ~~group home;~~

24 ~~5.3 Obtain basic supplies and furnishings needed for the care of youth;~~

25 ~~5.4 Develop program of care for the children and youth.~~

26 ~~6.5. SERVICES TO BE PROVIDED~~

27 CONTRACTOR shall provide services described below to the placed children/youth
28 received until placed children/youth are ready to transition from the TFC to achieve reunification

1 with parent(s); or transition to placement with a relative, non-relative extended family member
 2 (NREFM), or licensed/certified Resource Family/foster home.

3 CONTRACTOR shall:

4 ~~6.15.1~~ Possess an understanding of the responsibilities, objectives, and requirements of
 5 COUNTY in regard to the care and treatment of children/youth, and will work collaboratively with
 6 ADMINISTRATOR to deliver strength-based, family-friendly, and family-centered treatment
 7 services that address the needs of children/youth.

8 ~~6.25.2~~ Provide services focused on keeping siblings placed together in a family-centered,
 9 home-like environment, and safe, nurturing atmosphere.

10 ~~6.35.3~~ Maintain homes in a manner that will ensure the well-being, protection, health,
 11 safety, and comfort, for each child/youth, in accordance with CDSS CCLD Title 22 Regulations
 12 and applicable California Health and Safety Regulations.

13 ~~6.45.4~~ Provide services as ordered by the Orange County Juvenile Court, or as determined
 14 by the Needs and Services Plan defined as the written plan required by Title 22, CCR Sections
 15 84068.2 and 84268.2

16 ~~6.55.5~~ Accept placement of all children/youth referred by ADMINISTRATOR up to
 17 capacity as described in Paragraph 1 of this Exhibit "A".

18 ~~6.65.6~~ Attend all ~~Team Decision Making (TDM)-~~Child and Family Team (CFT) meetings,
 19 defined as a group of individuals who are convened and engaged by SSA to identify the strengths
 20 and needs of the child and his or her family, and to help achieve positive outcomes for safety,
 21 permanency, and well-being. ~~process facilitated by SSA Children and Family Services (CFS) staff~~
 22 ~~to make decisions critical to a child's/youth's well-being, such as decisions to separate a child/youth~~
 23 ~~from his/her family, reunify with the family, to change a placement, etc.~~

24 ~~6.75.7~~ Maintain placement of children/youth for the initial period of up to ninety (90) days
 25 or for an extended period as deemed necessary by ADMINISTRATOR until it is determined
 26 whether the child/youth is ready for reunification with parent(s), or will be placed with a relative,
 27 NREFM, or licensed Resource Family/foster home.

28 ~~6.85.8~~ Work toward transition and termination of placement on a continuous planned basis

1 through ongoing staffings as indicated in the child's/youth's permanency plan with maximum
 2 involvement of the child/youth, parent(s), relatives, NREFMs, Treatment Team, County Social
 3 Worker, and/or any other persons as deemed appropriate.

4 ~~6.9~~5.9 Assist each child/youth in promoting healthy and positive face-to-face contacts
 5 with a social support network (including parent(s), relatives, NREFMs, peers, [Resource](#)/foster
 6 families, etc.) that will provide patterns of nurturance and a sense of belonging in working towards
 7 permanency.

8 ~~6.10~~5.10 Provide a Houseparent model and twenty-four hours/seven days per week
 9 (24/7) awake "on-duty" staff residential treatment program for the service areas described in
 10 Paragraph 7. Awake "on-duty" staff are responsible for actively supervising children/youth, who
 11 may or may not be sleeping.

12 ~~6.11~~5.11 Ensure Houseparent and Group Counselor staff coverage at a ratio of one
 13 to three (1:3) staff to children/youth, onsite, per home, during awake hours.

14 ~~6.12~~5.12 Ensure awake "on-duty" staff coverage ratio of one to six (1:6) staff to
 15 children/youth, onsite, per home, during sleeping hours in compliance with at a minimum, [CCLD](#)
 16 Title 22 Regulations.

17 ~~6.13~~5.13 Follow admission requirements related to medical and dental screening,
 18 physical examinations, psychological screening, psychotropic medication needs and
 19 immunizations, as prescribed by ADMINISTRATOR; and

20 ~~6.14~~5.14 Take the child's/youth's Health and Education Passport (HEP) form, defined
 21 as the document that provides historical and current medical, dental, mental health and educational
 22 information, and the HEP Encounter Form, defined as the form to record the child's medical/dental
 23 exam information for the Health Passport Update to all medical and dental appointments.

24 ~~6.15~~5.15 Behavioral/Mental Health:

25 ~~6.15.1~~5.15.1 Coordinate with Health Care Agency (HCA) Behavioral Health
 26 Services to meet the behavioral and mental health needs of the children/youth, which shall include
 27 but not be limited to:

28 ~~6.15.1.1~~5.15.1.1 Initial referrals and follow-up services per HCA

1 protocol;

2 ~~6.15.1.2~~5.15.1.2 Individual, group and family counseling as
3 determined by HCA;

4 ~~6.15.1.3~~5.15.1.3 Crisis intervention and crisis management;

5 ~~6.15.1.4~~5.15.1.4 Psychiatric evaluation; and

6 ~~6.15.1.5~~5.15.1.5 Psychotropic medication management.

7 ~~6.15.2~~5.15.2 Ensure COUNTY policy and Juvenile Court requirements are
8 followed regarding psychotropic medication administration, documentation, monitoring, and
9 reporting responsibilities.

10 ~~6.15.3~~5.15.3 Coordinate, develop, and implement protocol for emergency
11 behavioral and mental health crises, evaluation, intervention, and support during regular business
12 and after-hours.

13 ~~6.15.4~~5.15.4 Utilize a certified behavioral crisis prevention, crisis management,
14 and crisis intervention program approved by CCLD and ADMINISTRATOR.

15 ~~6.16~~5.16 Coordinate ongoing communication protocol with local law enforcement
16 and emergency services.

17 ~~6.17~~5.17 Provide all programmatic services to disabled children/youth including, but
18 not limited to specialized and individualized services, in consultation with ADMINISTRATOR.

19 ~~6.18~~5.18 Provide weekly recreational and physical activity plans and keep records of
20 all activities.

21 ~~6.19~~5.19 Provide monitored and supervised visitation when such visits are ordered
22 by Orange County Juvenile Court, including transportation to and from visits as needed, referenced
23 in Subparagraph 5.20.4.

24 ~~6.20~~5.20 Transportation:

25 Provide transportation for children/youth as required by ADMINISTRATOR,
26 including but not limited to transportation to and from:

27 ~~6.20.1~~5.20.1 School of origin, other public or non-public schools in the
28 community, and all school related activities;

1 ~~6.20.2~~5.20.2 All dependency court hearings, medical, dental, psychological, and
2 counseling appointments, and support services etc.;

3 ~~6.20.3~~5.20.3 Independent living activities and functions for age applicable youth;
4 and

5 5.20.4 Monitored and supervised visitation referenced in Subparagraph 5.19

6 ~~6.21~~5.21 Education:

7 Provide educational and school-related support services for children/youth, which
8 shall include, but not be limited to:

9 ~~6.21.1~~5.21.1 Ensuring and maintaining child's/youth's enrollment and attendance
10 at either the school of origin or other public or non-public school in the community, as determined
11 by Orange County Juvenile Court in conjunction with the County Social Worker;

12 ~~6.21.2~~5.21.2 Providing transportation to and from the child's/youth's school of
13 origin or other public or non-public school in the community, and to all school related activities;

14 ~~6.21.3~~5.21.3 Enrolling child/youth in school within three (3) school days of
15 placement. Notify County Social Worker within three (3) business days of any obstacles to the
16 child's/youth's school enrollment;

17 ~~6.21.4~~5.21.4 Ensuring the child/youth maintains acceptable attendance. Notify
18 the County Social Worker immediately if the child/youth does not attend school;

19 ~~6.21.5~~5.21.5 Monitoring the child's/youth's performance in school and determine
20 areas in which improvement is needed. Provide tutoring, school homework supervision, and
21 assistance, as needed. Notify the County Social Worker when a child's/youth's school performance
22 needs improvement;

23 ~~6.21.6~~5.21.6 Ensuring that each child/youth is provided appropriate weather
24 attire, book bag/backpack, and other school supplies identified as essential by the school.

25 ~~6.21.7~~5.21.7 Cooperating with the Special Education Local Planning Area
26 (SELPA) for any needed special education services, and Individual Education Plan (IEP).

27 ~~6.21.8~~5.21.8 Requesting monthly, or more frequent, feedback from teachers
28 regarding progress on educational/academic performance and social goals. Document names of

1 persons, dates of contact and feedback provided.

2 ~~6.21.9~~5.21.9 Complying with CCR Title 22 Requirements for School Report
3 Cards and School Information.

4 ~~6.21.10~~5.21.10 Attending and participating in various school activities and
5 meetings such as Back to School Night, Open House, Parent-Teacher conferences, etc.

6 ~~6.22~~5.22 Ensure childrens'/youths' Personal Rights as set forth in Title 22
7 Regulations, Section 84072.

8 ~~6.23~~5.23 Develop, implement, and maintain, written discipline policies and
9 procedures in accordance with Title 22 Regulations.

10 ~~6.24~~5.24 Ensure a reasonable and prudent parent standard for child/youth to
11 participate in extracurricular, enrichment and social activities with reasonable determination of the
12 appropriateness of the activity in consideration of the child's/youth's age, maturity and
13 developmental level pursuant to WIC Section 362.05.

14 ~~6.25~~5.25 Respect the cultural diversity of children/youth, their parent(s), relatives,
15 NREFMs, and Resource/foster families; and provide culturally responsive staff, as described in
16 Subparagraph 17.2.

17 ~~6.26~~5.26 Provide bi-lingual staff as described in Subparagraph 17.4.

18 ~~6.27~~5.27 Develop and maintain collaborative partnerships with local Community
19 Based Organizations (CBOs), Faith Based Organizations (FBOs), Family Resource Centers
20 (FRCs), elementary schools, middle schools, high schools, community colleges, potential
21 employers, One-Stop Centers, Orangewood Children's Foundation, independent living skills
22 service providers, vocational training programs, and housing authorities.

23 ~~6.28~~5.28 Be community based and provide integrated services that coordinate
24 federal, state and community funding.

25 ~~6.29~~5.29 Provide ongoing resources and tools needed to assist children/youth to
26 achieve success in attaining identified goals during and after exiting the program.

27 ~~6.30~~5.30 When applicable for age-eligible youth, work collaboratively with the SSA
28 Transitional Planning Services Program/Independent Living Program (TPSP/ILP), and SSA's

1 contracted Emancipation/Independent Living Program (EILP) service provider(s) to meet the
2 service goals set forth in each youth's Transitional Independent Living Plan (TILP).
3 CONTRACTOR shall utilize TPSP/ILP services in addition to any independent living skills
4 program developed separately and used by CONTRACTOR.

5 ~~6.31~~5.31 Post safety notices and other literature and as indicated by
6 ADMINISTRATOR. Such literature may be in the form of, but not limited to, placards, posters,
7 checklists, instructions, or diagrams.

8 ~~6.32~~5.32 Ensure that appropriate medical, dental, emergency and specialty care
9 services and resources are provided appropriate to the needs of the children/youth that include, but
10 are not limited to:

11 ~~6.32.1~~5.32.1 An emergency plan and procedures to request immediate assistance
12 from resources such as fire, paramedics, ambulance, police, and notification or assistance from the
13 County Social Worker.

14 ~~6.32.2~~5.32.2 A physical examination by a medical professional that will be
15 provided within thirty (30) days of placement unless written documentation has been provided
16 from previous caregiver of an examination within the past eleven (11) months with no follow-up
17 recommended. A regular physical examination is to be provided every twelve (12) months
18 thereafter, or sooner, if examination report warrants it.

19 ~~6.32.3~~5.32.3 A dental examination that will be provided within thirty (30)
20 calendar days of placement, unless written documentation has been provided from the previous
21 caregiver of an examination within the past eleven (11) months with no follow-up recommended.
22 A regular dental examination is to be provided every twelve (12) months thereafter, or sooner, if
23 an examination report warrants it.

24 ~~6.33~~5.33 Personal Needs:

25 Provide basic and personal needs as appropriate, including but not limited to:

26 ~~6.33.1~~5.33.1 Clean fresh towels, mattress pad, pillows, sheets, and blankets in
27 sufficient number to ensure cleanliness and warmth;

28 ~~6.33.2~~5.33.2 Personal care items, including but not limited to toothpaste,

1 toothbrush, soap, hair care items and hygiene supplies appropriate for each child's/youth's specific
2 needs; and

3 ~~6.33.3~~5.33.3 Provide a separate and secure storage area for personal items for
4 each child/youth.

5 ~~6.34.5~~5.34 Clothing:

6 ~~6.34.1~~5.34.1 Provide clothing items requested by the ADMINISTRATOR,
7 within three (3) calendar days of the child's/youth's initial placement date;

8 ~~6.34.2~~5.34.2 Provide a monthly clothing allowance of no less than seventy-five
9 dollars (\$75.00) per child/youth to purchase clothing necessary to meet individual needs.
10 Purchased clothing shall be appropriate to the individual child's/youth's age, social environment,
11 daily activities and shall support the child's/youth's self-esteem.

12 ~~6.34.3~~5.34.3 Maintain receipts for all clothing purchases in the child's/youth's
13 record.

14 ~~6.34.4~~5.34.4 Comply with the following regarding clothing and personal
15 property, including but not limited to:

16 ~~6.34.4.1~~5.34.4.1 Documenting an inventory of each child's/youth's
17 clothing and personal property which will be conducted at the time of placement, and reviewed
18 and updated at least annually, and upon termination of placement. Inventories will be maintained
19 in the child's/youth's record.

20 ~~6.34.4.2~~5.34.4.2 Ensuring that clothing and other personal items
21 purchased for the child/youth becomes the property of that child/youth and is retained by the
22 child/youth when placement is terminated.

23 ~~6.34.4.3~~5.34.4.3 Ensuring that all children/youth take their clothing,
24 clothing allowance, personal property and valuables with them when they leave the program. If
25 that is not possible, clothing, clothing allowance, personal property and valuables shall
26 immediately be stored separately and securely for the child/youth by CONTRACTOR for a
27 maximum of thirty (30) days, after which CONTRACTOR shall deliver the items to child's/youth's
28 County Social Worker. CONTRACTOR shall supply an appropriate method of storage for

clothing and personal property (e.g., suitcase, duffel bag) at termination of placement.

~~6.35.35~~ 5.35 Food:

Provide food to children/youth in an adequate and balanced diet as required by Title 22, CCR Food Service guidelines, Section 84276. In addition, CONTRACTOR shall maintain the following minimum emergency supplies per child/youth on the premises:

~~6.35.1~~ 5.35.1 One (1) week supply of staple non-perishable foods;

~~6.35.2~~ 5.35.2 Two (2) day supply of fresh perishable foods; and

~~6.35.3~~ 5.35.3 A minimum five (5) day supply of at least one (1) gallon of water per child/youth per day.

~~6.36.36~~ 5.36 Chores:

~~6.36.1~~ 5.36.1 Specify and post reasonable chores which children/youth will be required to do as part of their regular routine;

~~6.36.2~~ 5.36.2 Supervise child/youth while they are engaged in assigned chores;

~~6.36.3~~ 5.36.3 Allow County Social Worker to review CONTRACTOR's procedures regarding chores upon request. County Social Worker may alter the chores assigned to a specific child/youth.

~~6.37.37~~ 5.37 Allowances:

~~6.37.1~~ 5.37.1 Ensure each child/youth age seven (7) years and above is provided with an allowance no less frequently than once a week. Such allowance will be documented in each child's/youth's record. Receipt of such allowance will be initialed by the child/youth. Allowances will be at the following minimum amounts:

<u>Age</u>	<u>Weekly Allowance</u>
7 years	\$7.00
8 years	\$8.00
9 years	\$9.00
10 years	\$10.00
11 years	\$11.00
12 years	\$12.00

1	13 years	\$13.00
2	14 years	\$14.00
3	15 years	\$15.00
4	16 years	\$16.00
5	17 years	\$17.00
6	18 years	\$18.00

7 ~~6.37.2~~5.37.2 Weekly minimum allowance may be increased at the discretion of
 8 ADMINISTRATOR with thirty (30) days written notice to CONTRACTOR.

9 ~~6.38~~5.38 Safeguards for Cash, Resources, Personal Property and Valuables:

10 ~~6.38.1~~5.38.1 CONTRACTOR shall assist each child/youth, in accordance with
 11 Title 22 Regulations, in keeping cash resources, personal property and valuables separate and
 12 intact, and maintain accurate records of such resources.

13 ~~6.38.2~~5.38.2 In the event that a youth is employed, CONTRACTOR shall assist
 14 youth in setting up a bank account in accordance with Title 22 Regulation, Section 84072 (c)(8),
 15 to the satisfaction of the County Social Worker. The youth's funds shall not be commingled with
 16 CONTRACTOR's funds or petty cash.

17 ~~6.39~~5.39 Visitors:

18 Each residential home shall maintain a separate Visitors Log Book, Sign-In/Sign-
 19 Out log, and shall:

20 ~~6.39.1~~5.39.1 Establish a set of rules in compliance with CDSS CCLD regarding
 21 visitation hours, sign-in/out requirements in a Visitors Log, and visitation areas. Such rules shall
 22 apply to all visitors. Visitors may require supervision by CONTRACTOR's staff;

23 ~~6.39.2~~5.39.2 Ensure that upon entering the program, all adult visitors sign in on
 24 the Visitors Log. CONTRACTOR shall request a valid California driver's license or other form
 25 of government issued picture identification and will record the name, address, and driver's license
 26 number, or identification number of each visitor, as well as, the visitor's relationship to the
 27 child/youth, the stated purpose of the visit, and the time of the visitor's entry and departure;

28 ~~6.39.3~~5.39.3 Ensure that visitors who are not required to go further into the

1 child's/youth's quarters are restricted to a controlled, designated area, and are supervised by the
 2 CONTRACTOR's staff; and

3 ~~6.39.4~~5.39.4 Ensure that all visitors entering into any area of the homes, where
 4 children are or may be present, are accompanied by CONTRACTOR's staff at all times, except
 5 parent(s), relatives, NREFMs or Resource/foster families, who have been approved by the County
 6 Social Worker, for unmonitored visitation. Such approved visitors shall be accompanied by
 7 CONTRACTOR's staff to and from a private designated location in or near the homes where the
 8 visit will take place. In these instances, CONTRACTOR staff need not be present during
 9 unmonitored visitation.

10 7.6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

11 6.1 Notice of Request for Change of Placement

12 6.1.1 CONTRACTOR shall provide written notice to COUNTY at least
 13 fourteen (14) calendar days prior to placement change. Written notice shall be on
 14 CONTRACTOR's letterhead and include steps and efforts taken to maintain placement as well as
 15 provide detailed explanation for the need to change placement.

16 6.1.2 A CFT meeting, which CONTRACTOR shall attend, shall be conducted
 17 prior to any change of placement, planned or unplanned.

18 6.2 Removal or Transfer of Child/Youth

19 6.2.1 Notwithstanding any other provision of this Agreement and in accordance
 20 with Title 22 CCR, §84061(b) and WIC §16501, COUNTY may remove, with or without stating
 21 cause, any or all child(ren)/youth placed with CONTRACTOR.

22 6.2.2 CONTRACTOR shall participate in any CFT meeting resulting from a
 23 child/youth's removal.

24 6.3 Law Enforcement Contact

25 6.3.1 If CONTRACTOR contacts law enforcement officials regarding any issue
 26 related to the provision of services under this Agreement, CONTRACTOR shall immediately
 27 telephone child/youth's County Social Worker and Manager for Group Home/STRTP facilities, or
 28 designee. This verbal report shall be followed by the submission of a Special Incident Report form

1 approved by ADMINISTRATOR, to child's/youth's County Social Worker and Manager for
 2 Group Home/STRTP facilities, or designee, and CFS Group Home/STRTP Liaison within three
 3 (3) calendar days of the incident via the Secured Foster Youth Information Database (CFS).
 4 ADMINSTRATOR may request CONTRACTOR to send Special Incident Reports to additional
 5 designees as deemed appropriate by ADMINSTRATOR.

6 6.3.2 CONTRACTOR will comply with AB 388 reporting requirements, which
 7 details Group Home providers reporting responsibilities to CCLD upon the occurrence of any
 8 incident concerning a child/youth in the facility involved in contact with law enforcement.

9 ~~7.16.4~~ Drug Testing:

10 ~~It is mutually understood that~~ CONTRACTOR shall not perform drug testing of
 11 children/youth placed at the Sibling Residential Homes, unless and when ordered by Orange
 12 County Juvenile Court or authorized by written parental consent for medical diagnosis and
 13 treatment purposes. CONTRACTOR shall notify County Social Worker when drug testing is
 14 deemed necessary.

15 ~~7.26.5~~ Child's/Youth's Records:

16 Prepare and maintain accurate and complete written records on each child/youth
 17 served as required by CCLD Title 22 Regulations and maintain the following information in the
 18 child's/youth's case files:

19 ~~7.2.1~~ 6.5.1 Information regarding each youth's participation in the TPSP/ILP,
 20 as applicable;

21 ~~7.2.2~~ 6.5.2 Copy of youth's TILP, as applicable;

22 ~~7.2.3~~ 6.5.3 Statement of behaviors with potential risk and/or safety concerns;

23 ~~7.2.4~~ 6.5.4 Child's/youth's financial information, including revenues and
 24 disbursements for property provided by ADMINISTRATOR and signed for by each child/youth;

25 ~~7.2.5~~ 6.5.5 Allowances received by and signed for by child/youth;

26 ~~7.2.6~~ 6.5.6 Reports on interviews with child/youth;

27 ~~7.2.7~~ 6.5.7 Special Incident Report;

28 ~~7.2.8~~ 6.5.8 Intake Summary;

~~7.2.9~~6.5.9 Needs and Services Plan;

~~7.2.10~~6.5.10 Individualized Treatment Plan;

~~7.2.11~~6.5.11 Termination Summary;

~~7.2.12~~6.5.12 Absence Report;

~~7.2.13~~6.5.13 Medical/dental records;

~~7.2.14~~6.5.14 Treatment records, (including a copy of Child Health and Disability Prevention (CHDP) physical, or its equivalent, that is less than one (1) year old);

~~7.2.15~~6.5.15 All psychotropic medication orders, medication changes, and Medication Administration Records (MARs);

~~7.2.16~~6.5.16 Monthly feedback from the child's/youth's school regarding academic progress and social performance; and

~~7.2.17~~6.5.17 All other records related to services provided to the child/youth.

~~7.3~~6.6 County Records:

~~7.3.1~~6.6.1 Upon ~~rejection~~denial of a referral for placement, CONTRACTOR shall immediately return all documents furnished by ADMINISTRATOR to the County Social Worker.

~~7.3.2~~6.6.2 Upon termination of child's/youth's placement, CONTRACTOR shall return all original Juvenile Court records furnished by ADMINISTRATOR to the County Social Worker, upon request, within thirty (30) calendar days after child's/youth's discharge.

~~7.4~~6.7 House Log Book:

Maintain a House Log Book in each home that is handwritten, reviewed, and initialed at the beginning of each work shift, with entries made subsequent to the last working shift. The House Log Book will contain a chronological daily record of the following:

~~7.4.1~~6.7.1 Population count;

~~7.4.2~~6.7.2 Visitors;

~~7.4.3~~6.7.3 Special incidents/problems;

~~7.4.4~~6.7.4 Group and individual activities;

~~7.4.5~~6.7.5 Furloughs or other off-site trips of children/youth; and

~~7.4.6~~6.7.6 Staff on duty, including date and time staff enters and leaves the home.

~~7.5.6~~8 Engagement Strategies and Activities:

~~7.5.1~~6.8.1 When family/caregiver are available and as permitted by the Court, CONTRACTOR shall hold an “ice breaker” meeting with child’s/youth’s family/caregiver as soon as possible but no later than ten calendar (10) days after child’s/youth placement.

~~7.5.2~~6.8.2 CONTRACTOR shall collaborate with the County conducted multi-family/caregiver group sessions with children/youth, parent(s) and extended family members/caregivers. These sessions shall allow children/youth to participate in relationship-building activities with family members/caregivers.

7.5.3 CONTRACTOR shall encourage family members/caregivers to participate in the children’s/youth’s extracurricular activities, school conferences and recreational activities.

~~8.7.~~ HOURS OF OPERATION

Unless otherwise stated in this Agreement, CONTRACTOR shall provide service hours as determined by ADMINISTRATOR that are responsive to the needs of the target population as determined by ADMINISTRATOR.

~~9.8.~~ FACILITIES

~~9.18.1~~ CONTRACTOR shall provide residential services for up to twelve (12) children/youth placed in the two (2) Sibling Residential homes as referenced in Subparagraph 1.2 of this Exhibit A, at:

Tustin Family Campus

~~9.28.2~~ CONTRACTOR shall maintain the Sibling Residential Homes in a manner which shall ensure the well-being, protection, health, safety, and comfort of each child/youth. Each child/youth shall be afforded a reasonable degree of privacy.

~~10.9.~~ HANDLING COMPLAINTS

CONTRACTOR shall:

~~10.19.1~~ Develop, operate, and maintain procedures for receiving, investigating, and responding to complaints, including Civil Rights complaints, requests for COUNTY reviews,

1 negative comments and other complaints relating to the Sibling Residential Homes Services
 2 program at TFC filed by children/youth, other contract service providers, community
 3 organizations, and the public.

4 ~~10.29.2~~ Maintain a log for identification and response to complaints. When
 5 complaints cannot be resolved informally, a system of follow-through will be instituted which
 6 adheres to formal plans for specific actions and strict time deadlines. Ideally responses to
 7 complaints should occur within two (2) business days.

8 ~~10.39.3~~ For Civil Rights complaints, CONTRACTOR shall refer to Subparagraph
 9 9.4.2 of this Agreement.

10 ~~10.49.4~~ Identify issues with potential legal implications, and review any such cases
 11 with designated COUNTY staff prior to responding to the complaints.

12 ~~10.59.5~~ Provide to COUNTY, in a form approved by ADMINISTRATOR,
 13 information pertaining to complaints including CONTRACTOR's response, as described in
 14 Subparagraph 9 of this Exhibit "A", within ten (10) business days of the complaint.
 15 CONTRACTOR shall provide a summary of all complaints and/or negative comments as
 16 prescribed and in a format approved by ADMINISTRATOR.

17 ~~11.10.~~ OUTSIDE CONTACTS

18 CONTRACTOR shall:

19 ~~11.110.1~~ Immediately inform ADMINISTRATOR upon receiving any inquiry from
 20 an elected official, their representative, participant advocate, or the press and immediately provide
 21 information in order to permit ADMINISTRATOR to respond.

22 ~~11.210.2~~ Consult with ADMINISTRATOR prior to initiating contact with a
 23 participant advocate or the press.

24 ~~11.310.3~~ Inform ADMINISTRATOR prior to initiating contact with an Orange
 25 County elected official or their representative.

26 ~~12.11.~~ STAFF TRAINING

27 CONTRACTOR shall participate in training(s) that ADMINISTRATOR determines to be
 28 mandatory, including but not limited to annual Child Abuse and Dependent/Elder Abuse Reporting

1 trainings, and attend Group Home/STRTP Forums. CONTRACTOR shall conduct subsequent
2 training(s) for its staff, and shall:

3 ~~12.2~~11.1 Provide ongoing staff training and assistance to its staff to ensure that all
4 assignments are effectively handled.

5 ~~12.2~~11.2 Develop a training program to educate its staff on the characteristics of the
6 children/youth placed in the Sibling Residential Homes Services program.

7 ~~12.3~~11.3 Ensure that its staff receives training in understanding cultural differences
8 among groups of participants, and recognizes and effectively intervenes to overcome any language
9 and/or cultural barriers to employment that may be evident.

10 ~~12.4~~11.4 Maintain a log of in-house training activities and participants in compliance
11 with Title 22 Regulations. This log will be made available to ADMINISTRATOR upon request.

12 ~~13.12.~~ REPORTING REQUIREMENTS

13 CONTRACTOR shall submit various reports in a format approved by SSA with various
14 report due dates, and/or enter data into various County and/or State data systems as determined by
15 ADMINISTRATOR, including but not limited to the following:

16 ~~13.1~~12.1 Intake Summary:

17 ~~13.1.1~~12.1.1 The Intake Summary shall be completed within thirty (30) days of
18 placement in the program and shall be maintained in the child's/youth's case file, and shall include
19 but not be limited to:

20 ~~13.1.1.1~~12.1.1.1 Identification of child's/youth's strengths;

21 ~~13.1.1.2~~12.1.1.2 Medical and dental needs;

22 ~~13.1.1.3~~12.1.1.3 Psychological/psychiatric evaluations obtained;

23 ~~13.1.1.4~~12.1.1.4 Case staffing review summaries;

24 ~~13.1.1.5~~12.1.1.5 Educational assessment;

25 ~~13.1.1.6~~12.1.1.6 Peer adjustment;

26 ~~13.1.1.7~~12.1.1.7 Relationship to staff;

27 ~~13.1.1.8~~12.1.1.8 Involvement in recreation programs;

28 ~~13.1.1.9~~12.1.1.9 Behavioral problems;

~~13.1.1.10~~12.1.1.10 Motivators, triggers, means of de-escalation; and

~~13.1.1.11~~12.1.1.11 Involvement/relationship with parent(s), relatives, NREFMs, significant relationship connections and important persons.

~~13.2~~12.2 Needs and Services Plan:

The Needs and Services Plan shall be developed in partnership with the child/youth, all of the child's/youth's treatment providers including the County Social Worker, within thirty (30) days of the child's/youth's placement in the program. CONTRACTOR shall provide a signed copy of the plan including to the child's/youth's County Social Worker within seven (7) calendar days of completion. A progress report identifying the child's/youth's strengths and progress in transitioning to a lower level of care shall be completed, with signatures, and submitted to the child's/youth's County Social Worker every month thereafter. The plan shall be based on information including, but not limited to:

~~13.2.1~~12.2.1 Review of the HEP and HEP Encounter form;

~~13.2.2~~12.2.2 Placement information;

~~13.2.3~~12.2.3 Service needs of the child's/youth's family structure and permanency plan; and

~~13.2.4~~12.2.4 Utilization of the TILP in the development of a youth age fifteen and one-half (15½) years and older.

~~13.3~~12.3 Individualized Treatment Plan (ITP):

~~13.3.1~~12.3.1 The ITP shall be developed in partnership with all of the child's/youth's treatment providers and Treatment Team, including the County Social Worker, and shall be completed within thirty (30) days of the child's/youth's placement in the program. The ITP shall address the child's/youth's:

~~13.3.2~~12.3.2 Individual social, mental health, and educational needs;

~~13.3.3~~12.3.3 Short and long term treatment goals;

~~13.3.4~~12.3.4 Methods and modality of treatment intervention(s) delineated; and

~~13.3.5~~12.3.5 Shall be reviewed and updated, and progress shall be measured and reported at each monthly Treatment Team meeting.

1 ~~13.4~~12.4 Monthly Evaluation:

2 CONTRACTOR shall submit ongoing written evaluations on each child/youth on
3 a monthly basis, to be submitted within seven (7) calendar days following the monthly reporting
4 period. The reports shall be submitted in a format approved by ADMINISTRATOR. Monthly
5 Evaluations will include, but not be limited to:

6 ~~13.4.1~~12.4.1 Progress toward accomplishing the goals, strategies, and outcome
7 objectives described in SubPparagraph 4.3;

8 ~~13.4.2~~12.4.2 Identification and assessment of each child's/youth's unmet needs;
9 recommendations, and efforts made to meet these needs;

10 ~~13.4.3~~12.4.3 Reassessment of the child's/youth's adjustment to the program;

11 ~~13.4.4~~12.4.4 Current status of child's/youth's physical and psychological health,
12 a report of medical care received and medication(s) administered;

13 ~~13.4.5~~12.4.5 Modification of the child's/youth's treatment plan as necessary;

14 ~~13.4.6~~12.4.6 A record of any serious behavioral problems and how these
15 problems were treated, as well as the child's/youth's responses;

16 ~~13.4.7~~12.4.7 A record of parental contacts, conferences, and visits, contacts with
17 relatives, NREFMs, or any other significant relationship connections, or important persons
18 relevant to reunification and permanency connections;

19 ~~13.4.8~~12.4.8 A record of contacts/visits with the child's/youth's County Social
20 Worker during the month;

21 ~~13.4.9~~12.4.9 A record including dates of contacts to include, but not be limited to
22 treatment professionals such as psychiatrist(s), psychologist(s), licensed or non-licensed mental
23 health professionals, Clinical Social Worker(s), and/or Marriage and Family Therapist(s), etc.; and

24 ~~13.4.10~~12.4.10 Copies of any pertinent information such as school reports,
25 medical reports and psychological/psychiatric reports.

26 ~~13.5~~12.5 Quarterly Evaluation:

27 CONTRACTOR shall submit ongoing written evaluations on each child/youth to
28 child's/youth's County Social Worker on a quarterly basis, to be submitted within seven (7)

1 calendar days following the quarterly reporting period. These evaluations shall include, but not
2 be limited to:

3 ~~13.5.1~~12.5.1 Progress toward accomplishing the goals, strategies, and outcome
4 objectives described in Paragraph 4.

5 ~~13.5.2~~12.5.2 Identification, and assessment, of each child's/youths unmet needs;
6 recommendations, and efforts made to meet these needs;

7 ~~13.5.3~~12.5.3 Reassessment of child's/youth's adjustment to the program;

8 ~~13.5.4~~12.5.4 Current status of child's/youth's physical and psychological health,
9 including medical care received and medication administered;

10 ~~13.5.5~~12.5.5 Modification of the treatment plan as necessary;

11 ~~13.5.6~~12.5.6 A record of any serious behavioral problems, how problems were
12 treated, and child's/youth's responses;

13 ~~13.5.7~~12.5.7 A record of parental contacts, conferences and visits, contacts with
14 relatives, friends, and important persons, relevant to reunification and permanency connections.

15 ~~13.5.8~~12.5.8 A record of contacts/visits with child's/youth's County Social
16 Worker during the quarter;

17 ~~13.5.9~~12.5.9 A record including dates of contacts to include but not be limited to,
18 treatment professionals such as psychiatrist(s), psychologist(s), licensed or non-licensed mental
19 health professionals, Clinical Social Worker(s), and/or Marriage and Family Therapist(s), etc.
20 during the quarter; and

21 ~~13.5.10~~12.5.10 Copies of any pertinent information such as school reports,
22 medical reports, and psychological/psychiatric reports.

23 ~~13.6~~12.6 Quarterly Performance Outcomes Report:

24 The Quarterly Performance Outcomes Report shall be submitted to
25 ADMINISTRATOR on a quarterly basis, including performance on identified program objectives
26 and outcomes measures and all items as noted in Paragraph 4. Performance outcomes will be
27 determined by ADMINISTRATOR.

28 ~~13.7~~12.7 Termination Summary:

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

4 ~~13.7.1~~12.7.1 Name, address, and phone number of location, and person(s)
 5 child/youth was discharged/placed to and date of discharge;

6 ~~13.7.2~~12.7.2 Records relating to treatment provided to child/youth;

7 ~~13.7.3~~12.7.3 Any monies (i.e., allowances, savings) owed to the child/youth; and

8 ~~13.7.4~~12.7.4 An inventory of the child's/youth's personal belongings and
 9 clothing. The child/youth will sign the Termination Summary in agreement with the identification
 10 of personal belongings and clothing released to the child/youth when exiting the program where
 11 applicable.

12 ~~13.8~~12.8 Absence Report:

13 12.8.1 An authorized absence is one to which the child's/youth's County Social
 14 Worker has authorized and/or has mutual agreement for absence with CONTRACTOR.

15 12.8.2 An unauthorized absence is defined as an event when a child's/ youth's
 16 whereabouts are unknown by CONTRACTOR's staff or when a child/youth has runaway from
 17 placement.

18 12.8.3 In the case of an unauthorized absence, CONTRACTOR shall
 19 immediately telephone child's/youth's County Social Worker, the local law enforcement agency,
 20 CCLD, and child's/youth's parent(s)/guardian(s). CONTRACTOR shall make direct person-to-
 21 person contact with the County Social Worker or their designee and provide written notification
 22 within twenty-four (24) hours of the absence to the County Social Worker.

23 ~~13.8.1.1~~12.8.3.1 CONTRACTOR shall submit incident report to
 24 child's/youth's County Social Worker within twenty-four (24) hours of the absence via the Foster
 25 Youth Information Database. A copy of this written report is to also be submitted to the SSA Group
 26 Home/STRTP Liaison and Manager for Group Home/STRTP facilities, or designee.

27 12.8.4 Following the return of a child's/youth's unauthorized absence,
 28 CONTRACTOR shall immediately notify the child's/youth's County Social Worker, local law

1 enforcement agency, CCLD, and the child/~~Y~~ youth's parent(s)/guardian(s).

2 ~~13.8.2~~12.8.5 CONTRACTOR shall maintain and secure child's/youth's
3 possessions in the event of an unauthorized absence.

4 ~~13.8.3~~12.8.6 CONTRACTOR, in collaboration with the Treatment Team, shall
5 provide an evaluation and intervention plan for the child/youth that emphasizes the significance of
6 their unauthorized absence to minimize and decrease future unauthorized absences. The
7 intervention plan shall be documented in the child's/youth's case file and provided to the
8 child's/youth's County Social Worker.; ~~and~~

9 12.8.7 CONTRACTOR shall maintain a record of authorized and unauthorized
10 absences in the child's/youth's case file.

11 12.8.8 In the event of an unauthorized absence (AWOL), CONTRACTOR agrees
12 to return the child/youth to the CONTRACTOR's care, except under the following circumstances:

13 (a). The CONTRACTOR and ADMINISTRATOR agree there is an imminent safety risk
14 for the child/youth and/or the program should he/she be returned.

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

17 (c). The child/youth has exceeded the duration of an ADMINISTRATOR's authorized bed
18 hold or was absent more than fourteen (14) cumulative days within the month.

19 12.8.9 In the event that fourteen (14)-day notice has been requested by the
20 CONTRACTOR and the child/youth returns within the fourteen (14)-day period, the
21 CONTRACTOR agrees to return the child/youth to the CONTRACTOR's care until a CFT
22 meeting can be facilitated.

23 12.8.10 If the child/youth has not returned prior to the completion of the fourteen
24 (14)-day notice period, CONTRACTOR is not obligated to take the youth him/her back and the
25 bed will be closed. ADMINISTRATOR will then assume responsibility for securing alternative
26 placement arrangements for the child/youth.

27 ~~13.8.3.1~~12.8.10.1 CONTRACTOR shall participate in a CFT meeting
28 upon the request of the ADMINISTRATOR, when the child/youth returns to provide pertinent

[information relevant to determining appropriate placement options.](#)

~~14.13.~~ 13.13. SPECIAL OR UNPLANNED INCIDENTS

~~14.13.1~~ 13.13.1 Serious Illness, Accident/Injury, Hospitalization, or Death:

~~14.1.1~~ 13.1.1 CONTRACTOR shall immediately telephone the County Social Worker upon becoming aware of any serious illness, accident/injury, hospitalization, or death of any child/youth in CONTRACTOR's care. If the County Social Worker is unavailable, CONTRACTOR shall make person-to-person notification by calling the County Social Worker's supervisor, and the Program Officer of the Day. CONTRACTOR shall also immediately telephone the ~~Placement Coordination Services (PCS)~~ [Resource Family Approval \(RFA\) Placement Coordination Manager and Manager for Group Home/STRTP facilities](#) ~~Manager~~ or designees for COUNTY placements regarding;

~~14.1.1.1~~ 13.1.1.1 Death of any child/youth;

~~14.1.1.2~~ 13.1.1.2 Hospitalization;

~~14.1.1.3~~ 13.1.1.3 Any serious illness;

~~14.1.1.4~~ 13.1.1.4 Accident/injury;

~~14.1.1.5~~ 13.1.1.5 Suicide attempt;

~~14.1.1.6~~ 13.1.1.6 Abduction;

~~14.1.1.7~~ 13.1.1.7 Client re-location; and

~~14.1.1.8~~ 13.1.1.8 Natural or man-made disaster or evacuation.

~~14.1.2~~ 13.1.2 If the County Social Worker, supervisor, Program Officer of the Day, ~~PCS~~ [RFA Placement Coordination Manager and Manager for Group Home/STRTP facilities](#) or designee are unavailable, CONTRACTOR shall make person-to-person notification by calling SSA Orangewood Children and Family Center (OCFC) at (714) 935-7080. CONTRACTOR shall comply with the "Special Incident Reporting Guidelines for Residential Facilities, Group Home, Small Family Home, and Foster Family Agency," developed by CDSS, CCLD and ADMINISTRATOR, incorporated herein by reference in Paragraph 13 as it currently exists or may hereafter be amended.

~~14.1.3~~ 13.1.3 CONTRACTOR shall follow the verbal report with the submission

1 of an electronic Special Incident Report via the online Foster Youth Information (FYI) System
 2 within one (1) business day of such serious illness, accident/injury or death occurs. In the event
 3 the FYI system is not available, CONTRACTOR shall submit the Special Incident Report via
 4 facsimile within one (1) business day of the incident to avoid delinquency. Standard protocol shall
 5 resume once the FYI system becomes available.

6 ~~14.1.4~~13.1.4 The verbal and electronic/facsimile reports shall include, but not be
 7 limited to:

8 ~~14.1.4.1~~13.1.4.1 Name of the child/youth;

9 ~~14.1.4.2~~13.1.4.2 Date of birth of the child/youth:

10 ~~14.1.4.3~~13.1.4.3 Date, time, and location of serious illness,
 11 accident/injury, hospitalization, or death;

12 ~~14.1.4.4~~13.1.4.4 Nature of the illness/injury or the circumstances of
 13 the death;

14 ~~14.1.4.5~~13.1.4.5 Name or names of CONTRACTOR's officers,
 15 employees, volunteers, or agents with knowledge of the event;

16 ~~14.1.4.6~~13.1.4.6 Name of the attending physician;

17 ~~14.1.4.7~~13.1.4.7 Name of the hospital; and

18 ~~14.1.4.8~~13.1.4.8 When applicable, the police report number, name of
 19 the police agency handling the incident, date of the police report, and a summary of the
 20 circumstances.

21 ~~14.2~~13.2 Other Special Incidents:

22 ~~14.2.1~~13.2.1 CONTRACTOR shall immediately telephone the County Social
 23 Worker and ~~PCS-RFA Placement Coordination Manager and Manager for Group Home/STRTP~~
 24 facilities or designee, if any of the following occurs:

25 ~~14.2.1.1~~13.2.1.1 Assault;

26 ~~14.2.1.2~~13.2.1.2 Medication Administration Errors;

27 ~~14.2.1.3~~13.2.1.3 Child/youth refused medication;

28 ~~14.2.1.4~~13.2.1.4 Mis-administered medication;

1 ~~14.2.1.5~~13.2.1.5 Missed medication;

2 ~~14.2.1.6~~13.2.1.6 Self-injury;

3 ~~14.2.1.7~~13.2.1.7 Sexual activity;

4 ~~14.2.1.8~~13.2.1.8 Suspension from school;

5 ~~14.2.1.9~~13.2.1.9 Unauthorized school absences;

6 ~~14.2.1.10~~13.2.1.10 Absence without leave;

7 ~~14.2.1.11~~13.2.1.11 Possession of contraband or illegal substance and/or

8 weapons;

9 ~~14.2.1.12~~13.2.1.12 Law enforcement intervention and/or arrest;

10 ~~14.2.1.13~~13.2.1.13 Property damage and or vandalism;

11 ~~14.2.1.14~~13.2.1.14 Personal rights complaint; and

12 ~~14.2.1.15~~13.2.1.15 Any behavior or activities by any volunteer or staff

13 while on duty which substantially disrupts activities within CONTRACTOR's facility and

14 jeopardizes the status, safety, or health of a child/youth placed by ADMINISTRATOR.

15 ~~14.2.2~~13.2.2 This verbal report shall be followed by the submission of a Serious

16 Incident Report form approved by ADMINISTRATOR, to the County Social Worker and PCS

17 RFA Placement Coordination Manager or designee, within three (3) calendar days of the incident

18 via the Children and Family Services (CFS) Special Incident Report Fax Line at (714) 940-3961

19 and/or the Secure Communication Management System (SCMS).

20 ~~15.14.~~14. CONTRACTOR PERFORMANCE MONITORING

21 ~~15.1~~14.1 CONTRACTOR's performance shall be monitored and reviewed by

22 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of

23 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in

24 providing the information necessary for performance monitoring. ADMINISTRATOR may use a

25 variety of inspection methods to evaluate CONTRACTOR's performance, including, but not be

26 limited to, the following:

27 ~~15.1.1~~14.1.1 ADMINISTRATOR will inspect CONTRACTOR cases and

28 applicable data reports to ensure compliance with the outcome objectives as stated in Subparagraph

1 4.3 of this Exhibit "A".

2 ~~15.1.2~~14.1.2 Random sampling of program activities including a review of case
3 files;

4 ~~15.1.3~~14.1.3 Activity checklists and random observations;

5 ~~15.1.4~~14.1.4 Inspection of output items on a periodic basis as deemed necessary;

6 and

7 ~~15.1.5~~14.1.5 Participant complaints and/or participant questionnaires;

8 ~~15.2~~14.2 When it is determined that the services were not performed in accordance
9 with this Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may
10 require a corrective action plan. CONTRACTOR shall, within the time period specified in any
11 such corrective action plan, remedy the performance defects.

12 ~~15.3~~14.3 CONTRACTOR shall cooperate with COUNTY in providing the
13 information necessary for performance monitoring and with authorized State or Federal
14 representatives who may audit program services. Performance evaluation meetings shall be
15 conducted as deemed necessary by ADMINISTRATOR.

16 ~~16.15.~~15. QUALITY CONTROL

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

22 ~~16.1~~15.1 The method for ensuring the services, deliverables, and requirements
23 defined in this Agreement are being provided at or above the level of quality per this Agreement;

24 ~~16.2~~15.2 The method for assuring that CONTRACTOR staff rendering services
25 under this Agreement have the necessary qualifications;

26 ~~16.3~~15.3 The method for identifying and preventing deficiencies in the quality of
27 service as defined by COUNTY policy;

28 ~~16.4~~15.4 The method for providing ADMINISTRATOR with a copy of

1 CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve
2 identified problems;

3 ~~16.5~~15.5 Items/areas to be inspected on either a scheduled or unscheduled basis, how
4 often inspections shall be accomplished, and the title of the individual(s) who shall perform the
5 inspections;

6 ~~16.6~~15.6 Specific methods for identifying and preventing deficiencies in the quality
7 of service performed, before the level of performance becomes unacceptable;

8 ~~16.7~~15.7 Maintenance of a file of all inspections conducted by CONTRACTOR and,
9 if necessary, the corrective action taken; and

10 ~~16.8~~15.8 Method for continuing services in the event of a man-made or natural
11 disaster.

12 ~~17.16~~16. BUSINESS CONTINUITY PLAN

13 ~~17.1~~16.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)
14 that identifies how CONTRACTOR shall continue to provide services after a business interruption,
15 including but not limited to, a man-made or natural disaster. The BCP will include a Disaster
16 Preparedness and Response Plan and shall be submitted to COUNTY within thirty (30) days after
17 the commencement of this Agreement.

18 ~~17.2~~16.2 The Disaster Preparedness and Response Plan shall include, but not be
19 limited to, the following:

20 ~~17.2.1~~16.2.1 Evacuation protocols and procedures that include the
21 CONTRACTOR's responsibility for the safety, relocation, and tracking of all children/youth in
22 CONTRACTOR's care during any disaster event.

23 ~~17.2.2~~16.2.2 Notification to be made to ADMINISTRATOR with regard to
24 children's/youth's welfare, including the provision of on-site emergency contact information.

25 ~~17.2.3~~16.2.3 Provisions for maintaining court ordered services during a disaster.

26 ~~17.2.4~~16.2.4 Protection and recovery of children's/youth's records.

27 ~~17.2.5~~16.2.5 Provision of crisis-response services to children/youth such as crisis
28 counseling, medical needs, both through the provision of prescribed medications, or through the

1 provision of emergency medical services.

2 ~~17.2.6~~16.2.6 Disaster response training for staff.

3 ~~18.17.~~ STAFFING REQUIREMENTS

4 ~~18.1~~17.1 CONTRACTOR shall be in compliance with all CDSS CCLD Title 22
5 Regulations for education, experience, and staffing ratios.

6 ~~18.2~~17.2 All services must be linguistically and culturally responsive to the
7 children/youth served. Although English is the predominant language spoken, there are
8 children/youth whose primary language is not English (e.g., Spanish or Vietnamese).

9 ~~18.3~~17.3 All direct service staff shall speak, read, and write in English, with the
10 ability to prepare clear, complete, and concise written and verbal reports in English.

11 ~~18.4~~17.4 Bi-lingual direct service staff shall speak, read, and write the specified
12 second language (i.e., Spanish or Vietnamese) in which services are to be delivered and shall be
13 available to provide such services to the children/youth, and their families/caregivers.

14 ~~18.5~~17.5 Bi-lingual staffing ratios shall be maintained in accordance with the
15 language needs of the target population.

16 ~~18.6~~17.6 All direct service staff shall:

17 ~~18.6.1~~17.6.1 Be proficient in the use of personal computers and Microsoft
18 Windows (Word, Excel and Outlook); and

19 ~~18.6.2~~17.6.2 Be trained, knowledgeable, and experienced in the needs of the
20 target population and shall engage in trauma informed practice accordingly.

21 ~~18.7~~17.7 All staff employed by CONTRACTOR residing or working in the Sibling
22 Residential Homes Services program shall, in addition to the requirements of Paragraph 26:

23 ~~18.7.1~~17.7.1 Maintain confidentiality;

24 ~~18.7.2~~17.7.2 Submit fingerprints to, and receive clearance by the Department of
25 Justice for criminal background clearance check;

26 ~~18.7.3~~17.7.3 Receive clearance from a Child Abuse Clearance Index check;

27 ~~18.7.4~~17.7.4 Provide a drug screen with negative results;

28 ~~18.7.5~~17.7.5 Pass a physical examination;

1 ~~18.7.6~~17.7.6 Complete a tuberculosis test with negative results;
 2 ~~18.7.7~~17.7.7 Possess Basic First Aid and CPR Certification; and
 3 ~~18.7.8~~17.7.8 Possess a valid California State driver's license with acceptable
 4 driving record as determined by CONTRACTOR's insurance carrier and verified clearance from
 5 the California Department of Motor Vehicles.

6 ~~18.8~~17.8 Houseparents shall:

7 ~~18.8.1~~17.8.1 Be employees of CONTRACTOR;

8 ~~18.8.2~~17.8.2 Reside onsite in each of the homes during scheduled work hours,
 9 and must be able to share the same living quarters;

10 ~~18.8.3~~17.8.3 Be responsible for facilitating family activities, meal preparation,
 11 dining with the children/youth, grocery shopping, light housekeeping, and normal duties of a
 12 household; and

13 ~~18.8.4~~17.8.4 Perform all other duties described in Subparagraph 18.3 of this
 14 Exhibit "A".

15 ~~18.9~~17.9 Houseparents may have children of their own living in the homes.
 16 Houseparents shall be responsible for the supervision and care of their own children while living
 17 in the homes. CONTRACTOR shall ensure that Houseparents providing supervision and care of
 18 their own child(ren) does not interfere with the supervision and care or provision of services to
 19 children/youth. Houseparents' children are not allowed in the children's/youth's personal living
 20 areas such as bedrooms or bathrooms.

21 ~~19.18.~~18. STAFF

22 CONTRACTOR shall provide the following described Administrative and Direct Service
 23 positions at the specified full time equivalent (FTE). FTEs shall be divided evenly among the two
 24 (2) Sibling Residential Homes unless otherwise specified.

25 Administrative Position

26 ~~19.1~~18.1 Program Administrator: 1.0 FTE

27 Duties:

28 ~~19.1.1~~18.1.1 Function as the Group Home Administrator in compliance with

1 CCLD Title 22 Regulations.

2 ~~19.1.2~~18.1.2 Direct the planning, implementation, and coordination of all policies
3 and procedures of the Sibling Residential Homes Services program.

4 ~~19.1.3~~18.1.3 Facilitate, oversee, and monitor placement referrals from
5 ADMINISTRATOR in collaboration with the Case Manager.

6 ~~19.1.4~~18.1.4 Oversee and monitor discharge planning and placements in
7 collaboration with the Treatment Team and Case Manager.

8 ~~19.1.5~~18.1.5 Oversee development, implementation, and monitoring of all
9 services and treatment provided.

10 ~~19.1.6~~18.1.6 Manage the day-to-day program operations including budgeting,
11 administration, program activities, facility maintenance, staff development and training, and
12 provide supervision to all direct service staff.

13 ~~19.1.7~~18.1.7 Oversee and monitor the quality of service delivery for all services
14 provided.

15 ~~19.1.8~~18.1.8 Oversee and monitor coordination of referrals to HCA Behavioral
16 Health Services in accordance with HCA referral protocol, for behavioral, mental health,
17 psychiatric, and medication services. Monitor follow-up and collaboration with HCA for ongoing
18 services, and medication needs of the children/youth.

19 ~~19.1.9~~18.1.9 Coordinate, develop and implement protocol and procedures for
20 emergency medical, behavioral, and mental health crises, evaluation, intervention, and support
21 during regular business, and after-hours.

22 ~~19.1.10~~18.1.10 Oversee and monitor appropriate utilization of certified
23 behavioral crisis prevention, crisis management, and intervention program compliance.

24 ~~19.1.11~~18.1.11 Facilitate and collaborate with ADMINISTRATOR for all
25 appropriate treatment services. Notify ADMINISTRATOR of any problematic situations in a
26 timely manner.

27 ~~19.1.12~~18.1.12 Oversee completion and delivery of required reports to
28 ADMINISTRATOR in a timely manner.

1 ~~19.1.13~~18.1.13 Maintain child/youth case files in accordance with CCLD
2 Title 22 Regulations.

3 ~~19.1.14~~18.1.14 Attend and participate in all required COUNTY meetings
4 including Group Home/STRTP Forums.

5 ~~19.1.15~~18.1.15 Establish and maintain collaborative relationships and
6 partnerships with local community providers as described in Subparagraph 5.27 of this Exhibit
7 "A" and with TFC partner organizations.

8 ~~19.1.16~~18.1.16 Ensure the health, safety, and well-being of children/youth.

9 ~~19.1.17~~18.1.17 Ensure staff-to-child ratios are in compliance with CCLD
10 Title 22 Regulations.

11 ~~19.1.18~~18.1.18 Maintain oversight of any visitors to the Sibling Residential
12 homes.

13 ~~19.1.19~~18.1.19 Facilitate on-site family visits.

14 ~~19.1.20~~18.1.20 Direct and facilitate the correction of deficiencies and
15 quality improvement efforts.

16 ~~19.1.21~~18.1.21 Provide ongoing and timely communication with
17 ADMINISTRATOR.

18 ~~19.1.22~~18.1.22 Be available twenty-four hours/seven days per week (24/7)
19 to provide direction and assist in handling crisis and emergency situations.

20 The Program Administrator shall meet one of the following qualifications:

21 ~~19.1.23~~18.1.23 Master's Degree from an accredited college/university in
22 Human Services or related field.

23 ~~19.1.24~~18.1.24 Bachelor's degree from an accredited college or university,
24 plus at least three (3) years administrative experience or supervisory experience over social work,
25 direct care and/or support staff providing direct services to children in an agency or in a community
26 care facility with a licensed capacity of six or more.

27 ~~19.1.25~~18.1.25 Have completed at least two (2) years at an accredited
28 college or university, plus at least five (5) years administrative experience or supervisory

1 experience over social work, direct care and/or support staff providing direct services to children
2 in an agency or in a community care facility with a licensed capacity of six (6) or more.

3 ~~19.1.26~~18.1.26 Be a qualified and certified group home administrator prior
4 to January 1, 2017.

5 Direct Service Positions

6 ~~19.2~~18.2 Case Manager: 1.0 FTE

7 Duties:

8 ~~19.2.1~~18.2.1 Coordinate with HCA onsite individual counseling, group
9 sessions/classes, crisis intervention and crisis management counseling, family/caregiver
10 engagement strategies, and discharge/transition support counseling.

11 ~~19.2.2~~18.2.2 In collaboration with Program Administrator and HCA, provide
12 child/youth interviews and intake screenings, assess individual treatment needs, provide
13 consultation and participate on the Treatment Team.

14 ~~19.2.3~~18.2.3 Collaborate with and assist Program Administrator with facilitating
15 and monitoring placement referrals from ADMINISTRATOR.

16 ~~19.2.4~~18.2.4 Coordinate treatment plans and provide ongoing communication
17 and collaboration with ADMINISTRATOR for treatment services.

18 ~~19.2.5~~18.2.5 In collaboration with Program Administrator, serve as the primary
19 liaison to coordinate and provide referrals to HCA Behavioral Health Services in accordance with
20 HCA referral protocol, for behavioral, mental health, psychiatric and medication services. Provide
21 follow-up and collaboration with HCA for ongoing services, and medication needs of the
22 children/youth as described in Subparagraph 5.15.1 of this Exhibit "A".

23 ~~19.2.6~~18.2.6 Provide timely written documentation and reports as required for all
24 services provided.

25 ~~19.2.7~~18.2.7 Facilitate and coordinate discharge planning and placements in
26 collaboration with the Treatment Team, Program Administrator, and ADMINISTRATOR.

27 ~~19.2.8~~18.2.8 Authorize and monitor family member/caregiver contact with
28 children/youth.

1 ~~19.2.9~~18.2.9 Coordinate and maintain contact with local community providers,
2 as described in Subparagraph 5.27 of this Exhibit "A", to meet the needs of the children/youth.

3 ~~19.2.10~~18.2.10 Provide consistent, ongoing and timely communication with
4 ADMINISTRATOR.

5 ~~19.2.11~~18.2.11 Provide support and training to direct service staff on various
6 topics such as de-escalating behavioral situations, and modeling responsible, positive, and
7 respectful behaviors towards the children/youth.

8 ~~19.2.12~~18.2.12 Testify in Orange County Juvenile Court if requested.

9 Qualifications:

10 ~~19.2.13~~18.2.13 Bachelor's Degree from an accredited college/university in
11 Social Work, Human Services, Behavioral Science, or related field.

12 ~~19.2.14~~18.2.14 Master's Degree preferred.

13 ~~19.2.15~~18.2.15 Two (2) years of experience providing case management
14 and/or coordination of needs and services in a residential child care facility.

15 ~~19.2.16~~18.2.16 One (1) year of experience working with youth with
16 substance abuse issues and/or substance counseling services with youth is preferred.

17 ~~19.2.17~~18.2.17 Excellent written and oral communication skills.

18 ~~19.3~~18.3 Houseparent: 4.0 FTE

19 Duties:

20 ~~19.3.1~~18.3.1 Reside on-site and provide care and supervision of children/youth
21 during scheduled work hours.

22 ~~19.3.2~~18.3.2 Provide support on an on-call basis during emergency situations.

23 ~~19.3.3~~18.3.3 Model and teach the children/youth independent self-sufficiency
24 skills, self-care skill building, and positive interpersonal and social skills development.

25 ~~19.3.4~~18.3.4 Prepare and oversee daily meals.

26 ~~19.3.5~~18.3.5 Dine with the children/youth at mealtimes and engage in positive
27 conversations, taking the opportunity to model communication, and show interest in
28 children/youth.

1 ~~19.3.6~~18.3.6 Purchase, inventory, and store food in accordance with CCLD
2 standards.

3 ~~19.3.7~~18.3.7 Purchase, and maintain on-site inventory of clothing, basic hygiene,
4 and household supplies, and provide light housekeeping.

5 ~~19.3.8~~18.3.8 Schedule medical and dental care for children/youth and maintain
6 medication compliance documentation.

7 ~~19.3.9~~18.3.9 Schedule and monitor all transportation for children/youth.

8 ~~19.3.10~~18.3.10 Serve as a liaison between children/youth and their
9 family/significant relationship/important person connections.

10 ~~19.3.11~~18.3.11 Monitor all contact with family/significant
11 relationship/important person connections and provide information about such to Program
12 Administrator and Case Manager.

13 ~~19.3.12~~18.3.12 Ensure the children/youth attend school.

14 ~~19.3.13~~18.3.13 Contact school personnel (teachers, counselors, etc.) at least
15 once per month per child/youth and document pertinent information.

16 ~~19.3.14~~18.3.14 Develop, organize, implement and supervise all home
17 activities.

18 ~~19.3.15~~18.3.15 Ensure appropriate usage of certified behavioral crisis
19 prevention, crisis management, and crisis intervention programs.

20 ~~19.3.16~~18.3.16 Maintain accurate records and reports, review facility logs
21 daily, and complete required documentation.

22 Qualifications:

23 ~~19.3.17~~18.3.17 At least twenty-one (21) years of age.

24 ~~19.3.18~~18.3.18 High school diploma or GED.

25 ~~19.3.19~~18.3.19 Completion of twelve (12) postsecondary semester units in
26 early childhood education or childhood development from an accredited college/university is
27 preferred.

28 ~~19.3.20~~18.3.20 One (1) year of experience working in a community care

1 licensed facility or the population served.

2 ~~19.3.21~~18.3.21 Knowledge of basic budgetary management.

3 ~~19.3.22~~18.3.22 Excellent organization and time management skills.

4 ~~19.4~~18.4 Group Counselor: 8.0 FTE

5 Duties:

6 ~~19.4.1~~18.4.1 Provide daily care, supervision, support, guidance, counseling,
7 mentoring, and promote self-sufficiency of children/youth.

8 ~~19.4.2~~18.4.2 Staff homes during holidays, emergencies, and houseparents' leaves,
9 such as breaks and weekends.

10 ~~19.4.3~~18.4.3 Provide assistance to houseparents in the care and supervision of
11 children/youth.

12 ~~19.4.4~~18.4.4 Assist with preparation of meals; supervision of daily living,
13 recreational, and physical activities of children/youth.

14 ~~19.4.5~~18.4.5 Dine with children/youth at mealtimes and engage in positive
15 conversations, taking the opportunity to model appropriate communication, and show interest in
16 the children/youth.

17 ~~19.4.6~~18.4.6 Attend and participate in all school activities and meetings with
18 children/youth, such as Back to School Night, Open House, Parent-Teacher conferences, etc.

19 ~~19.4.7~~18.4.7 Assist with the assessment and determination of individual
20 treatment needs of children/youth.

21 ~~19.4.8~~18.4.8 Assist children/youth with homework. Ensure children/youth are
22 transported on time to and from school and all school related activities; medical, dental,
23 counseling, court, visitation and any other needed appointments or activities.

24 ~~19.4.9~~18.4.9 Assist children/youth with homework and monitor completion of
25 school assignments, chores and scheduled activities.

26 ~~19.4.10~~18.4.10 Engage children/youth in positive interactions, and model
27 appropriate listening and communication skills.

28 ~~19.4.11~~18.4.11 Interface with community resource providers, school

1 personnel and treatment providers.

2 ~~19.4.12~~18.4.12 Ensure appropriate and timely medical attention for each
3 child/youth, assist with administering medications as prescribed by physician, and maintain
4 accurate medication compliance documentation.

5 ~~19.4.13~~18.4.13 Assist in handling crises and emergency situations.

6 ~~19.4.14~~18.4.14 Ensure appropriate usage of certified behavioral crisis
7 prevention, crisis management, and crisis intervention programs.

8 ~~19.4.15~~18.4.15 Provide overnight coverage as needed in the event of an
9 emergency. During these instances, houseparents may be awakened to assist with emergencies.

10 ~~19.4.16~~18.4.16 Maintain accurate daily records and reports on
11 ~~childrens~~children's/youth's progress, and prepare or assist in completion of required records and
12 reports and correspondence.

13 ~~19.4.17~~18.4.17 Notify appropriate staff and/or ADMINISTRATOR as
14 required, of any unusual incidents or emergency situations.

15 The Group Counselor shall meet one of the following qualifications:

16 ~~19.4.18~~18.4.18 A Bachelor of Arts or Sciences Degree.

17 ~~19.4.19~~18.4.19 Completed twelve (12) semester units of Early Childhood
18 Education, Adolescent Development, or Foster and Kinship Care Education and have at least one
19 hundred (100) hours of experience working with youth.

20 ~~19.4.20~~18.4.20 A valid certificate as an Alcohol Counselor, Drug Counselor
21 or Alcohol and Drug Counselor, and have at least one hundred (100) hours of experience working
22 with youth.

23 ~~19.4.21~~18.4.21 A valid vocational training certificate, credential, or
24 documentation demonstrating that the individual is a trade journey person who instructs children
25 in vocational skills and have at least one hundred (100) hours of experience working with youth
26 as a mentor, athletic coach, teacher, vocational coach, tutor, counselor, or other relevant experience
27 as determined by the department.

28 ~~19.4.22~~18.4.22 Previously been employed as a full time staff or served as a

1 volunteer at a group home, short-term residential therapeutic program, or substance abuse
2 treatment program for at least one (1) year.

3 ~~19.4.23~~18.4.23 Relevant life experience in the child welfare, mental health
4 or juvenile justice systems as a consumer, mentor, or caregiver or other relevant experience as
5 determined by the department.

6 ~~19.5~~18.5 Group Counselor/Awake Overnight Staff: 3.0 FTE

7 Duties:

8 ~~19.5.1~~18.5.1 Provide direct care and supervision of children/youth primarily
9 during the evening, overnight, and early morning hours, pursuant to the minimum standards
10 required in CCLD Title 22 Regulations, when the Group Counselor staff is off duty.

11 ~~19.5.2~~18.5.2 Engage children/youth in positive interactions and model
12 appropriate listening and communication skills.

13 ~~19.5.3~~18.5.3 Supervise children/youth upon awakening and assist with coverage
14 as needed, to prepare for school.

15 ~~19.5.4~~18.5.4 Ensure adequate Group Counselor coverage prior to leaving shift.

16 ~~19.5.5~~18.5.5 Conduct random physical bed check counts at a minimum of no less
17 than every fifteen (15) minutes at staggered intervals, and document bed check counts.

18 ~~19.5.6~~18.5.6 Ensure all perimeter doors are locked and secure throughout the
19 night.

20 ~~19.5.7~~18.5.7 Make decisions and take immediate action to deal with emergency
21 or unusual situations, including crisis intervention, comforting, or counseling children/youth.

22 ~~19.5.8~~18.5.8 Document routine log of activity; observe and record illnesses,
23 unusual behavioral actions, sleep patterns, nightmare occurrences, etc.

24 ~~19.5.9~~18.5.9 Follow suicide prevention protocol and monitoring as directed.

25 ~~19.5.10~~18.5.10 Ensure appropriate usage of certified behavioral crisis
26 prevention, crisis management, and crisis intervention programs.

27 ~~19.5.11~~18.5.11 Administer medications as prescribed by physician, and
28 maintain accurate medication documentation.

1 ~~19.5.12~~18.5.12 Notify appropriate CONTRACTOR staff and/or
2 ADMINISTRATOR as required, of any unusual incidents or emergency situations.

3 Qualifications:

4 ~~19.5.13~~18.5.13 At least twenty-one (21) years of age.

5 ~~19.5.14~~18.5.14 High school diploma or GED.

6 ~~19.5.15~~18.5.15 Completion of twelve (12) postsecondary semester units in
7 early childhood education or childhood development from an accredited college/university is
8 preferred.

9 ~~19.5.16~~18.5.16 One (1) to two (2) years year of experience working in a
10 residential child care facility.

11 ~~19.5.17~~18.5.17 Effective verbal and written communication skills, and
12 ability to understand and follow verbal and written instructions.

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