

AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

\_\_\_\_\_

FOR THE PROVISION OF GROUP HOME SERVICES RCL \_\_\_\_\_

This AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and \_\_\_\_\_, licensed pursuant to California Code of Regulations section 84000 et seq. as a “Group Home,” or licensed pursuant to California Code of Regulations section 87000 as a “Short-Term Residential Therapeutic Program”, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

2 The term of this Agreement shall commence on \_\_\_\_\_ and terminate on  
3 December 31, 2019, unless earlier terminated pursuant to the provisions of Paragraph 40 of this  
4 Agreement; however, CONTRACTOR shall be obligated to perform such duties as would  
5 normally extend beyond this term, including, but not limited to, obligations with respect to  
6 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. DEFINITIONS

27 4.1 Agency Placement Agreement: The agreement between the CONTRACTOR, the  
28 Foster Youth/Non-Minor Dependent (NMD), and Foster Youth's/NMD's authorized

1 representative as required by Title 22, California Code of Regulations, Section 80068.

2 4.2 Assembly Bill 12 (AB 12): California legislation known as “Fostering Connections  
3 to Success Act,” signed into law on September 30, 2010 and effective January 1, 2012, phased in  
4 through January 2014, extending foster care services beyond age eighteen (18) years.

5 4.3 Authorized Representative: A Foster Youth’s/NMD’s assigned case Senior Social  
6 Worker, a Probation Ward’s assigned Probation Officer, and/or other parties designated by  
7 Juvenile Court to represent a Foster Youth’s/NMD’s interest on their behalf.

8 4.4 Community Care Licensing Division (CCLD): The division of the California  
9 Department of Social Services (CDSS) that is responsible for the licensing and monitoring of  
10 Group Home and Short-Term Residential Therapeutic Programs for compliance with Community  
11 Care Licensing (CCL) regulations within the State of California. Commonly referred to as CCL.

12 4.5 Case Plan: A written document which identifies a case plan goal, objectives to be  
13 achieved, services to be provided, and case management activities to be performed, and, at a  
14 minimum, specifies the type of home in which a Foster Youth/NMD shall be placed.

15 4.6 Child and Family Team (CFT): A group of individuals who are convened and  
16 engaged by the placing agency to identify the strengths and needs of the child and his or her family  
17 and to help achieve positive outcomes for safety, permanency, and well-being.

18 4.7 Children and Family Services (CFS): A division of the Orange County Social  
19 Services Agency (SSA).

20 4.8 Culturally Responsive: The general knowledge of cultural values and mores of  
21 individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the  
22 worth of individuals from different ethnic groups; and the ability to interact responsively,  
23 respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and  
24 religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals,  
25 families, and communities as well as protecting the dignity of each person.

26 4.9 Dual Status: A child designated by the Orange County Superior Court, Juvenile  
27 Court as a child who falls under Court jurisdiction under both Welfare and Institutions Code (WIC)  
28 Section 300 and Sections 601, 602, or is receiving services under Probation supervision and

1 therefore may be supervised by and receive services from both SSA and the Probation Department,  
2 based on Orange County Juvenile Court Protocol for WIC Section 241.1 Proceedings.

3 4.10 Foster Youth: An individual between the ages of birth (0) to eighteen (18) years,  
4 referred for foster care services.

5 4.11 Group Home: A licensed group home is defined as a facility of any capacity which  
6 provides 24-hour nonmedical care and supervision to children in a structured environment, with  
7 such services provided at least in part by staff employed by the licensee. The care and supervision  
8 provided by a group home shall be nonmedical except as permitted by Welfare and Institutions  
9 Code Section 17736(b).

10 4.12 Health and Education Passport (HEP): The document that provides historical and  
11 current medical, dental, mental health, and educational information, as it pertains to a Foster Youth  
12 or NMD.

13 4.13 HEP Encounter Form: The form to record the Foster Youth's/NMD's  
14 medical/dental exam information for the Health Passport Update report.

15 4.14 Important Persons: Individuals identified by the Foster Youth/NMD placed in a  
16 Group Homes or STRTPs, age ten (10) years or older, as defined in WIC Section 366.3(e)(2), that  
17 are important to the Foster Youth/NMD consistent with his/her best interest.

18 4.15 Individual Education Plan (IEP): An assessment procedure requested by parents,  
19 guardians, school staff, and/or other involved parties, to determine a youth's educational needs.

20 4.16 Lead Agency: The agency, SSA or Probation, identified by a judicial officer to be  
21 best suited to assume responsibilities for placement of the Foster Youth/NMD, case management,  
22 and Court-related matters in cases where Dual Status jurisdiction is invoked as the disposition.

23 4.17 Needs and Services Plan (NSP): The written plan required by Title 22 of the  
24 California Code of Regulations, Sections 84068.2 and 84268.2 or Sections 87068.2 and 87068.22.

25 4.18 Non-Minor Dependent (NMD): A Foster Youth who is at least 18 years of age and  
26 not more than 21 years of age or a non-minor former dependent or ward, as defined in Welfare and  
27 Institutions Code section 11400(v). The NMD must meet at least one of the participation  
28 requirements in WIC section 11403 (b) and must participate in a Transitional Independent Living

1 Plan (TILP) under the supervision of ADMINISTRATOR.

2 4.19 Notice of Hearing: Notification by certified mail of a Foster Youth's/NMD's  
3 dependency status review hearing. Included with the Notice of Hearing is the Summary of  
4 Recommendation for Disposition form which is required to be provided by the Lead Agency to  
5 the party having physical custody of the Foster Youth/NMD, if the Foster Youth/NMD is not  
6 residing with his/her parents.

7 4.20 Placing Agency: The agency, SSA or Probation, responsible for placement of the  
8 Foster Youth/NMD, case management, and Court-related matters.

9 4.21 Program Statement: The document prepared by Group Homes (GH) and Short-  
10 Term Residential Therapeutic Programs (STRTP), as required by State regulation and filed with  
11 CCLD, which provides details of the day-to-day operation of the GH or STRTP, including, but not  
12 limited to, staffing, training, therapy, intake criteria, and record-keeping.

13 4.22 Probation Department: The Orange County Probation Department.

14 4.23 Probation Officer: The Foster Youth's/NMD's assigned Probation Department  
15 Case Manager.

16 4.24 Program Manager: SSA management staff responsible for the oversight of Group  
17 Home or STRTP placements.

18 4.25 Social Worker: SSA employee assigned as the case-carrying social worker  
19 responsible for a Foster Youth's/NMD's placement and care.

20 4.26 Special Education Local Planning Area (SELPA): A service area covered by a  
21 special education local plan and the governance structure created under any of the planning options  
22 of California Education Code Sections 56205, 56206, 56208, 56213, 56241, and 56243-56245.  
23 SELPAs facilitate educational programs and services for special needs students and training for  
24 parents and educators.

25 4.27 Short-Term Residential Therapeutic Program (STRTP): A residential facility  
26 operated by a public agency or private organization and licensed by the California Department of  
27 Social Services pursuant to WIC Section 1562.01 and Chapter 7.5 of the Interim Licensing  
28 Standards (ILS) that provides an integrated program of specialized and intensive care and

1 supervision, services and supports, treatment, and short-term 24-hour care and supervision to  
2 Foster Youth/NMD with the aim of moving the Foster Youth/NMD to a less restrictive  
3 environment within six (6) months.

4 4.28 Strengthening Families Protective Factors: “Strengthening Families” is a research-  
5 informed approach developed by the Center for the Study of Social Policy (CSSP) to increase  
6 family strengths, enhance child development and reduce the likelihood of child abuse and neglect.  
7 It is based on engaging families, programs and communities in building five protective factors:  
8 parental resilience, social connections, knowledge of parenting and child development, concrete  
9 support in times of need, and social and emotional competence of children. This approach helps  
10 child welfare systems, early education, prevention organizations, and other programs work with  
11 parents to build five protective factors that, when present, increase the overall well-being of  
12 children and families.

13 4.29 Title 22: Title 22, Division 6 of the California Code of Regulations (CCR) relating  
14 to the licensing of community care facilities, including Group Homes and Short-Term Residential  
15 Therapeutic Programs.

16 4.30 Transitional Independent Living Plan (TILP): A plan established by the Social  
17 Worker/Probation Officer in collaboration with the Foster Youth/NMD to develop and document  
18 meaningful and attainable goals that will support the Foster Youth’s/NMD’s transition to  
19 adulthood and meet at least one participation requirement for the NMD to remain eligible for  
20 Extended Foster Care.

21 4.31 Transitional Planning Services Program (TPSP): A program within the CFS  
22 Division of SSA which provides independent living skills training resources, supportive services,  
23 vocational assessment referrals, and financial resources assistance for employment and education  
24 to Orange County’s dependent and emancipated Foster Youth, ages sixteen (16) through twenty  
25 (20).

26 4.32 Treatment Team: Collaborative team consisting of ADMINISTRATOR,  
27 CONTRACTOR, Probation staff, and other parties as deemed appropriate, who confer for sharing  
28 client information and/or for decision making purposes. Other decision making meetings,



1 including CFT, may also be utilized for the same purpose as a Treatment Team meeting and  
2 include other relevant parties.

3 4.33 Visitors: Volunteers, repairmen, family members, friends, consulting staff, outside  
4 agency staff, or any other person who is not a resident or staff member of the Group Home or  
5 STRTP.

6 5. DESCRIPTION OF SERVICES

7 5.1 CONTRACTOR agrees to provide those services, facilities, equipment, and  
8 supplies, as described in this Agreement and Exhibit A, attached hereto and incorporated herein  
9 by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement  
10 with the number and type of staff described and as required for provision of services hereunder. If  
11 Contractor has a group home license, then it shall comply with the group home specific  
12 requirements. If Contractor has a STRTP license, then it shall comply with the STRTP specific  
13 requirements.

14 5.2 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
15 staff to attend an orientation session and subsequent training sessions given by COUNTY.

16 6. LICENSES AND STANDARDS

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

24 6.2 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 Orange County Social Services Agency, and all administrative  
2 regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter  
3 amended.

4 6.2.1 CONTRACTOR shall operate under an approved extension of their Group  
5 Home foster care rate at the start of the term of this contract. CONTRACTOR may be in the  
6 process of obtaining licensure as a Short-Term Residential Therapeutic Program (STRTP) and that  
7 CONTRACTOR shall operate in compliance with Group Home license requirements until  
8 CONTRACTOR is licensed as an STRTP. After CONTRACTOR is licensed as an STRTP,  
9 CONTRACTOR shall operate in compliance with CDSS STRTP licensing standards and the  
10 STRTP provisions of this agreement. CONTRACTOR shall execute an agreement with the  
11 County for STRTP services within two months of obtaining a STRTP license.

12 6.2.2 CONTRACTOR shall notify ADMINSTRATOR sixty (60) days prior to  
13 any request CONTRACTOR makes to CDSS to change their license, including, but not limited to,  
14 changes in site location, population served, and capacity.

15 6.2.3 CONTRACTOR shall notify ADMINSTRATOR within seventy-two (72)  
16 hours if CDSS or SSA substantiates findings on investigation involving CONTRACTOR or  
17 CONTRACTOR's staff, and/or if action is being taken against the CONTRACTOR's license by  
18 CDSS.

19 6.2.4 For federally funded Agreements in the amount of \$25,000 or more,  
20 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
21 federal financial assistance programs and/or activities.

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

## 26 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

### 27 7.1 Delegation and Assignment

28 In the performance of this Agreement, CONTRACTOR may neither delegate its

1 duties or obligations nor assign its rights, either in whole or in part, without the prior written  
 2 consent of COUNTY. Any attempted delegation or assignment without prior written consent shall  
 3 be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
 4 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
 5 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
 6 benefits under the terms of this Agreement requiring COUNTY approval.

7           7.2    Subcontracts

8           CONTRACTOR shall not subcontract for services under this Agreement without  
 9 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
 10 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
 11 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
 12 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
 13 ADMINISTRATOR may require.

14   8.       FORM OF BUSINESS ORGANIZATION

15           8.1    Form of Business Organization

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

19                   8.1.1   The form of CONTRACTOR's business organization, i.e., proprietorship,  
 20 partnership, corporation, etc.

21                   8.1.2   A detailed statement indicating the relationship of CONTRACTOR, by way  
 22 of ownership or otherwise, to any parent organization or individual.

23                   8.1.3   A detailed statement indicating the relationship of CONTRACTOR to any  
 24 subsidiary business organization or to any individual who may be providing services, supplies,  
 25 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR  
 26 under this Agreement.

27           ///

28           ///

1           8.2    Change in Form of Business Organization

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

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 "Equal  
23 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
24 Department of Labor regulations (Title 41 CFR Part 60).

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

1 gender expression, age, sexual orientation, military and veteran status, or any other protected  
2 group, in accordance with the requirements of all applicable federal or State laws. Notices  
3 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place  
4 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 CDSS Manual of Policies and  
28 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,

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

5 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal  
6 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

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

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

AND

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

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

11. NOTICE OF DELAYS

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

1 information with respect thereto, to the other party.

2 12. INDEMNIFICATION

3 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by  
4 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and  
5 their elected and appointed officials, officers, employees, agents, and those special districts and  
6 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
7 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,  
8 including, but not limited to, personal injury or property damage arising from or related to the  
9 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.  
10 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
11 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
12 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
13 Neither party shall request a jury apportionment.

14 13. INSURANCE

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

23 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
24 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance  
25 as an Additional Insured or maintain insurance subject to the same terms and conditions as set  
26 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if  
27 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR  
28 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance



1 requirements to every subcontractor and to receive proof of insurance prior to allowing any  
2 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR  
3 through the entirety of this Agreement for inspection by COUNTY representative(s) at any  
4 reasonable time.

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

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

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

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

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

24 13.5 Qualified Insurer

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

1 in the state of California (California Admitted Carrier).

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

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

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

23  
24 13.8 Required Coverage Forms

25 13.8.1 Commercial General Liability coverage shall be written on Insurance  
26 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as  
27 broad.

28 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,

1 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

2 13.9 Required Endorsements

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

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

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

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

15 13.9.2.1 An Additional Insured endorsement naming the County of  
16 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
17 for its vicarious liability.

18 13.9.2.2 A primary and non-contributing endorsement evidencing that  
19 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the  
20 County of Orange shall be excess and non-contributing.

21 13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
22 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
23 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
24 AS REQUIRED BY WRITTEN CONTRACT.

25 13.11 All insurance policies required by this Agreement shall waive all rights of  
26 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
27 employees when acting within the scope of their appointment or employment.

28 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any

1 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the  
2 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute  
3 a material breach of the contract, upon which the COUNTY may suspend or terminate this  
4 Agreement.

5 13.13 If CONTRACTOR's Professional Liability and Network Security & Privacy  
6 Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional  
7 Liability and Network Security & Privacy Liability coverage for two (2) years following  
8 completion of this Agreement.

9 13.14 The Commercial General Liability policy shall contain a severability of interests  
10 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

13 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements  
14 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,  
15 award may be made to the next qualified proponent.

16 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or  
17 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
18 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
19 appropriate to adequately protect COUNTY.

20 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
21 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
22 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
23 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
24 COUNTY shall be entitled to all legal remedies.

25 13.19 The procuring of such required policy or policies of insurance shall not be construed  
26 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and  
27 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
28 available from the insurer.

1           14.    NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

4           14.1   Any accident or incident relating to services performed under this Agreement that  
5 involves injury or property damage which may result in the filing of a claim or lawsuit against  
6 CONTRACTOR and/or COUNTY.

7           14.2   Any third party claim or lawsuit filed against CONTRACTOR arising from or  
8 relating to services performed by CONTRACTOR under this Agreement.

9           14.3   Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

10          14.4   Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
11 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
12 Agreement.

13          14.5   Any Notice of Contract Breach, or equivalent, received from any entity for whom  
14 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
15 of service location or jurisdiction.

16          15.    CONFLICT OF INTEREST

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

25          16.    ANTI-PROSELYTISM PROVISION

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

1 law.

2 17. SUPPLANTING GOVERNMENT FUNDS

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

11 18. BREACH SANCTIONS

12 18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
13 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
14 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
15 available at law, in equity, or otherwise specified in this Agreement:

16 18.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
17 which period shall be established by ADMINISTRATOR; and/or

18 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
19 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;  
20 and/or

21 18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
22 COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

23 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
24 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

25 19. PAYMENTS

26 19.1 Maximum Contractual Obligation

27 COUNTY shall pay to CONTRACTOR, monthly in arrears, the rate of  
28 reimbursement for the services provided under this Agreement, as established by the State of

1 California, as stated in CDSS Manual of Policies and Procedures, Division 11, Chapter 11-425.1.  
2 Payments shall accrue from the date a Foster Youth/NMD is placed and terminate on the date  
3 before the Foster Youth/NMD is discharged, removed, runs away, or otherwise leaves  
4 CONTRACTOR's facility. No payment shall accrue to CONTRACTOR if the Foster Youth/NMD  
5 is placed and removed from CONTRACTOR's facility and placed in another facility on the same  
6 day, i.e., the Foster Youth/NMD must spend the night in CONTRACTOR's facility before  
7 payment will accrue.

8 19.1.1 It is mutually understood that CDSS determines CONTRACTOR's Rate  
9 Classification Level (RCL) and sets a corresponding rate using the standardized schedule of rates  
10 specified in WIC Section 11462(f), (g), and (h). CONTRACTOR's RCL is determined using  
11 points resulting from the total number of eligible weighted hours per Foster Youth/NMD per  
12 month of Child Care Service, Social Work Activities, and Mental Health Treatment Services,  
13 divided by ninety (90) percent of CONTRACTOR's licensed capacity. The total number of points  
14 determines CONTRACTOR's RCL.

15 19.1.2 CONTRACTOR shall be reimbursed at the approved RCL rate until such  
16 time that CONTRACTOR becomes licensed as an STRTP. An approved STRTP CONTRACTOR  
17 shall be reimbursed at the STRTP rate, as determined by CDSS in accordance with WIC Section  
18 11462(c). Monthly reimbursement rate shall be pro-rated accordingly by the number of days in  
19 the month at the approved RCL rate and STRTP rate in the event that CONTRACTOR is licensed  
20 as an STRTP on a date other than the first day of the month.

21 19.1.3 CONTRACTOR shall submit to CDSS a completed rate application for  
22 each program on a biennial basis according to a schedule determined by CDSS, in accordance with  
23 Welfare and Institutions Code Section 11462(a)(3)(A).

24 19.1.4 Upon prior written approval of Foster Youth's/NMD's Social  
25 Worker/Probation Officer, COUNTY may continue to pay for residential care for up to fourteen  
26 (14) calendar days when a Foster Youth/NMD leaves CONTRACTOR's facility prior to the  
27 planned discharge date (e.g., runaway) if CONTRACTOR has agreed to take the Foster  
28 Youth/NMD back immediately upon notice during the period of continued payment.





1           21.    OUTSTANDING DEBT

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

5           22.    MEDICAL COSTS

6           22.1   CONTRACTOR shall enroll in subscription coverage programs, as applicable, that  
7 provide emergency care response services, including paramedic assessment services, in the city or  
8 county, where facility is located.

9           22.2   Contractor shall seek reimbursement for Foster Youth/NMD medical costs from  
10 the State Medi-Cal program.

11          22.3   If the Foster Youth/NMD is ineligible for Medi-Cal services, CONTRACTOR shall  
12 notify Foster Youth's/NMD's Social Worker/Probation Officer and specify the medical treatment  
13 needed and approximate cost.

14          22.4   Except in emergencies, authorization by the Foster Youth's/NMD's Social  
15 Worker/Probation Officer must be obtained prior to incurring any medical expenses not covered  
16 by Medi-Cal.

17          22.5   COUNTY may pay for medical services, in accordance with COUNTY procedure,  
18 if such services are deemed necessary by COUNTY and Medi-Cal rejects coverage. COUNTY  
19 shall reimburse CONTRACTOR for medical expenses paid by CONTRACTOR pursuant to this  
20 section based on Medi-Cal rates.

21          22.6   CONTRACTOR shall be responsible for controlling the use of each Foster  
22 Youth's/NMD's Medi-Cal proof-of-eligibility card.

23          23.    EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

24          COUNTY will maximize the use of Early and Periodic Screening Diagnosis and Treatment  
25 Program (EPSDT) funding when children and families are determined to have an eligible  
26 condition. COUNTY will provide training for CONTRACTOR on EPSDT charting requirements  
27 and will facilitate the processing of EPSDT funding claims. CONTRACTOR shall comply with  
28 these requirements for EPSDT eligible children and their families and shall facilitate the

1 processing of EPSDT funding claims. CONTRACTOR understands that in order to participate in  
2 this funding opportunity, agreements with both ADMINISTRATOR and Orange County Health  
3 Care Agency shall be required.

4 24. FINAL REPORT

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

10 25. RECORDS, INSPECTIONS, AND AUDITS

11 25.1 Financial Records

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

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

20 25.2 Client Records

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

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

1 county. Notwithstanding anything to the contrary, upon termination of this Agreement,  
2 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
3 accordance with Subparagraph 40.3.

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

### 8 25.3 Public Records

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

### 12 25.4 Inspections and Audits

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

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

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

28 ///

1                   25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
2 liability to the State or Federal Government or any agency thereof resulting from any  
3 disallowances or other audit exceptions to the extent that such liability is attributable to  
4 CONTRACTOR's failure to perform under this Agreement.

5                   25.5 Evaluation Studies

6                   25.5.1 CONTRACTOR shall participate, as requested by COUNTY, in research  
7 and/or evaluative studies designed to show the effectiveness and/or efficiency of  
8 CONTRACTOR's services or provide information about CONTRACTOR's project.

9                   26. PERSONNEL DISCLOSURE

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

14                   26.1.1 Names and dates of birth of all full or part-time personnel by title, including  
15 volunteer personnel, whose direct services are required to provide the programs described herein;

16                   26.1.2 A brief description of the functions of each position and the hours each  
17 person works each week, or for part-time personnel, each day or month, as appropriate;

18                   26.1.3 The professional degree, if applicable, and experience required for each  
19 position; and

20                   26.1.4 The language skill, if applicable, for all personnel.

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

26                  26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
27 a clearance on the following public websites of the names and dates of birth for all employees  
28 and/or volunteers who will have direct, interactive contact with clients served through this

1 Agreement: U.S. Department of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and  
2 Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

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

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

13 26.6 In the event a record is revealed through the processes described in Subparagraphs  
14 26.3 and 26.4, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
15 personnel providing services through this Agreement.

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

25 26.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
26 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any paid  
27 employee and/or volunteer staff performing services under this Agreement, when such information  
28 becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such employee

1 and/or volunteer may continue to provide services under this Agreement and shall provide notice  
2 of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with  
3 ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to  
4 Paragraph 18 above.

5 26.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's staff  
6 performing work hereunder, and any proposed changes in CONTRACTOR's staff.

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

10 26.11 CONTRACTOR shall notify COUNTY immediately when staff is terminated for  
11 cause from working on this Agreement.

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

15 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 work under this Agreement.

2 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

13 28.2.1 His/her name, date of birth, Social Security Number, and residence address;  
14 or

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

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

21 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
2 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as  
3 they now exist or as they may hereafter be amended.

4 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
5 LAW

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

10 31. CONFIDENTIALITY

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

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

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

26 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
27 to the confidentiality requirements of this Agreement.

28 ///



1           31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect  
2 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
3 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
4 hereafter be amended.

5           31.5.1 No access, disclosure, or release of information regarding a Foster  
6 Youth/NMD who is the subject of Juvenile Court proceedings shall be permitted except as  
7 authorized. If authorization is in doubt, no such information shall be released without the written  
8 approval of a Judge of the Juvenile Court.

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

14       32.    SECURITY

15           32.1   Security Requirements

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

24                   32.1.1.1 Storage of confidential paper files that ensures records are  
25 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

26                   32.1.1.2 Control of access to physical and electronic records to ensure  
27 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
28 services.

1                   32.1.1.3 Control to prevent unauthorized access and to prevent  
2 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

3                   32.1.1.4 Firewall protection.

4                   32.1.1.5 Use of encryption methods of electronic COUNTY data while  
5 in transit from CONTRACTOR networks to external networks, when applicable.

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

12           32.2 Security Breach Notification

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

20                   32.2.1.1 Investigate to determine the nature and extent of the Security  
21 Breach.

22                   32.2.1.2 Contain the incident by taking necessary action, including, but  
23 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
24 security.

25                   32.2.1.3 Report to COUNTY the nature of the Security Breach, the  
26 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
27 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
28 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will

1 take to prevent future similar unauthorized use or disclosure.

2 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
3 determine what actions are necessary in response to the Security Breach and who will perform  
4 these actions. Actions may include, but are not limited to: notifications; investigation and  
5 remediation costs, including notification of all whose personal information was disclosed; outside  
6 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
7 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
8 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
9 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
10 required actions.

11 33. COPYRIGHT ACCESS

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

15 34. WAIVER

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

22 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

23 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
24 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
25 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
26 without COUNTY's prior written consent is expressly prohibited.

27 35.2 CONTRACTOR may develop and publish information related to this Agreement  
28 where all of the following conditions are satisfied:

1           35.2.1 ADMINISTRATOR provides its written approval of the content and  
2 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
3 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

4           35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
5 a statement that the program, wholly or in part, is funded through County, State, and Federal  
6 Government funds;

7           35.2.3 The information does not give the appearance that the COUNTY, its  
8 officers, employees, or agencies endorse:

9                   35.2.3.1 Any commercial product or service; and

10                   35.2.3.2 Any product or service provided by CONTRACTOR, unless  
11 approved in writing by ADMINISTRATOR; and

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

19   36.   ENERGY EFFICIENCY STANDARDS

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

22   37.   ENVIRONMENTAL PROTECTION STANDARDS

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

28           37.1 No facility to be utilized in the performance of the proposed grant has been listed

1 on the EPA List of Violating Facilities;

2 37.2 It will notify COUNTY prior to award of the receipt of any communication from  
3 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
4 grant is under consideration to be listed on the EPA List of Violating Facilities; and

5 37.3 It will notify COUNTY and EPA about any known violation of the above laws and  
6 regulations.

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

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

16 38.1.1 The definitions and prohibitions contained in the clause at Federal  
17 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
18 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
19 38.1.2 of this certification.

20 38.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
21 knowledge and belief as of December 23, 1989, that

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

1                   38.1.2.2 If any funds other than federal appropriated funds (including  
2 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
3 person for influencing or attempting to influence an officer or employee of any agency, a Member  
4 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
5 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
6 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;  
7 and

8                   38.1.2.3 He or she will include the language of this certification in all  
9 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
10 \$100,000 shall certify and disclose accordingly.

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

16 39. POLITICAL ACTIVITY

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

20 40. TERMINATION PROVISIONS

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

1 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

2 40.2 This Agreement shall be immediately terminated upon execution of Contract No.  
3 CJC0617-\_\_ for STRTP services or if CONTRACTOR does not have a valid Group Home or  
4 STRTP license.

5 40.3 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
6 notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to  
7 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
8 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the  
9 parties. During the Transition Period, service and data access shall continue to be made available  
10 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
11 transitioning all data in the format determined by COUNTY.

12 40.4 In the event of termination of this Agreement, cessation of business by  
13 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
14 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
15 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
16 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
17 Agreement.

18 40.5 The obligations of COUNTY under this Agreement are contingent upon the  
19 availability of federal and/or State funds, as applicable, for the reimbursement of  
20 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the  
21 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
22 remains in effect or operation. In the event that such funding is terminated or reduced,  
23 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum  
24 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
25 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
26 notification of such determination. CONTRACTOR shall immediately comply with  
27 ADMINISTRATOR’s decision.

28 ///

1           40.6 If any term, covenant, condition, or provision of this Agreement or the application  
2 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
3 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
4 thereby.

5           41.    GOVERNING LAW AND VENUE

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

13           42.    SIGNATURE IN COUNTERPARTS

14           42.1 The parties agree that separate copies of this Agreement may be signed by each of  
15 the parties, and this Agreement will have the same force and effect as if the original had been  
16 signed by all the parties.

17           42.2 CONTRACTOR represents and warrants that the person executing this Agreement  
18 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
19 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
20 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

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

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn S. Frost  
DEPUTY

Dated: 10/19/18

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

\_\_\_\_\_  
FOR THE PROVISION OF GROUP HOME SERVICES - RCL \_\_\_\_\_

1. POPULATION TO BE SERVED

1.1 The population to be served may include:

1.1.1 Foster Youth under the age of eighteen (18) years with specific age range to be in accordance with facility’s approved CCLD license.

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

1.1.2.1 A Foster Youth who turns eighteen (18) years of age while placed at CONTRACTOR’s facility and meets the NMD criteria as defined in Subparagraph 4.18 of this Agreement, may remain placed at CONTRACTOR’s facility only if attending high school. After high school graduation or when the NMD reaches the age of nineteen (19) years, whichever is first, the NMD placement must be terminated unless the NMD has a medical condition verified by ADMINISTRATOR. An NMD with a medical condition may remain at CONTRACTOR’s facility until he or she turns twenty-one (21) years old. A “medical condition” is a physical or mental state as determined by Administrator that limits an NMD’s ability to participate in any one of the following activities: completing high school or an equivalency program; enrollment in post-secondary education or vocational school; participation in a program or activity that promotes or removes barriers to employment; and/or employment of at least eighty (80) hours per month.

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1           2.     REFERRALS

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

7           2.1     It is mutually understood that no minimum number of placement referrals is  
8 guaranteed, expressed, or implied, under this Agreement. CONTRACTOR agrees to provide  
9 services requested as needed by COUNTY, regardless of the quantity of placement referrals  
10 received.

11          2.2     In the case of a Dual Status Foster Youth/NMD, the Lead Agency will make the  
12 referral and complete applicable required documentation for placement.

13          2.3     CONTRACTOR shall accept placement referrals referred by the Placing Agency.

14          2.4     Upon CONTRACTOR receiving a placement referral from the Placing Agency,  
15 CONTRACTOR will evaluate and notify the Placing Agency within forty-eight (48) hours  
16 regarding the decision for placement.

17          2.4.1   If CONTRACTOR declines the placement referral, CONTRACTOR will  
18 discuss with the Placing Agency to identify services that could be implemented in order for  
19 CONTRACTOR to accept placement.

20          2.5     If CONTRACTOR declines the placement referral, CONTRACTOR shall submit  
21 to the Placing Agency within three (3) business days of its decision, written documentation of the  
22 reasons why the referral was declined to facilitate ADMINISTRATOR's ability to report declined  
23 placement referrals to CDSS in accordance with CDSS guidelines.

24           3.     CONTRACTOR'S PROGRAM STATEMENT

25          3.1     CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised  
26 Program Statement as submitted to CDSS and/or CCLD, or additional copies of the Program  
27 Statement upon request of ADMINISTRATOR. The provisions of the revised Program Statement  
28 shall supersede the provisions contained in the previous Program Statement submitted to

1 ADMINISTRATOR to the extent that they conflict.

2 4. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

3 4.1 CONTRACTOR shall provide appropriate mental health treatment, as well as other  
4 supportive services, with the ultimate goal of reunifying the family or successfully transitioning  
5 Foster Youth/NMD to a lower level of care when possible.

6 4.2 CONTRACTOR shall make every effort to assist Foster Youth/NMDs in achieving  
7 and demonstrating long-term sustainable behavioral and emotional change with the intent of  
8 successfully transitioning to a lower level of care.

9 4.3 CONTRACTOR shall make efforts to incorporate the following five (5) protective  
10 factors from the “Strengthening Families” approach, developed by the Center for the Study of  
11 Social Policy, in providing services and evaluating outcomes:

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

18 5. SERVICES TO BE PROVIDED:

19 CONTRACTOR shall provide the following services described below:

20 5.1 Physical, Behavioral, and Extracurricular Program Supports:

21 CONTRACTOR shall:

22 5.1.1 Develop an understanding of the responsibilities, objectives, and  
23 requirements of COUNTY in regard to the care of Foster Youth/NMD and work with COUNTY  
24 in planning for their care.

25 5.1.2 Nurture, care for, treat, and train each Foster Youth/NMD to meet his/her  
26 individual needs.

27 5.1.3 Provide interactive life skills activities, training, and mentoring to all Foster  
28 Youth /NMD regardless of age or gender to ensure they develop and build skills for self-care and

1 self-sufficiency. Activities to build these skills include, but are not limited to: fiscal management,  
2 cooking, household cleaning and laundry, and usage of transportation.

3 5.1.4 Assist and mentor Foster Youth/NMD on how to obtain essential documents  
4 such as California Driver's License and/or Identification Card, Social Security Card, or medical  
5 card.

6 5.1.5 Ensure a reasonable and prudent parent standard for Foster Youth/NMDs to  
7 participate in extracurricular, enrichment, and social activities with reasonable determination of  
8 the appropriateness of the activity in consideration of the Foster Youth/NMDs age, maturity, and  
9 developmental level, pursuant to WIC §362.05(c)4.

10 5.1.6 Document the participation of Foster Youth/NMDs in extracurricular  
11 activities that include, but are not limited to, organized sports, cultural events, and artistic  
12 programs.

13 5.1.7 Maintain receipts for extracurricular activities and provide to COUNTY as  
14 requested.

15 5.1.8 Follow admission requirements related to medical screening,  
16 physical/dental examination, medical testing, and immunization as prescribed by COUNTY and  
17 Title 22 Regulations. CONTRACTOR shall take Foster Youth's/NMD's HEP Encounter Form  
18 and HEP to all medical and dental appointments.

19 5.1.9 Adhere to COUNTY policies provided by CFS, including, but not be  
20 limited to, County policies regarding psychotropic medication and obtaining court consent for  
21 psychotropic medications in a form approved by ADMINISTRATOR.

22 5.1.10 Develop, maintain, and implement written discipline policies and  
23 procedures in accordance with Title 22 CCR, Division 6, §84072.1 or ILS §87072.1 and to the  
24 satisfaction of the CCLD. Any fines imposed as a form of discipline shall not exceed more than  
25 fifty percent (50%) of Foster Youth's/NMD's weekly allowance with the duration of payment to  
26 be determined by the CFT. For Foster Youth/NMDs wishing to contribute more than fifty percent  
27 (50%) allocation, CONTRACTOR shall provide written authorization of Foster Youth's/NMD's  
28 consent and send notification to the CFT. CONTRACTOR shall provide ADMINISTRATOR with

1 written documentation supporting the imposition of a fine, including, documentation of  
2 cost/expenses incurred; police reports, if applicable, and Special Incident Reports.

3 5.1.11 Work toward termination of placement on a planned basis as indicated in  
4 the Foster Youth's/NMD's permanency plan with maximum involvement of Foster Youth/NMD,  
5 parents, any other person(s) deemed appropriate by the assigned Social Worker/Probation Officer,  
6 and Foster Youth's/NMD's assigned Social Worker/Probation Officer.

7 5.1.12 Conduct a Treatment Team meeting concerning the status of each Foster  
8 Youth/NMD at least quarterly for Group Homes and at least monthly for STRTPs. CFT's can be  
9 considered in lieu of a Treatment Team meeting if all CFT parties are present.

10 5.1.13 Participate in CFT meetings, in accordance with State requirements. A CFT  
11 meeting must be conducted upon an initial child welfare foster care placement and any time a  
12 placement change is needed. At minimum, CFT meetings will be conducted every ninety (90) days  
13 to reassess level of care and mental health and/or psychotropic medication needs, discuss options  
14 for possible life-long connections, and address other topics relevant to the Foster Youth/NMD.  
15 CONTRACTOR shall comply with changes to CFT meeting requirements when State  
16 requirements change and ADMINISTRATOR provides notification.

17 5.1.14 Observe and protect Foster Youth's/NMD's personal rights, as set forth in  
18 Title 22 CCR, §84072 or ILS§87072 and provide a copy of the Personal Rights to the Foster  
19 Youth/NMD and their Authorized Representatives at the time of admission.

20 5.1.15 Provide multi-lingual services that meet the needs of Foster Youth/NMDs  
21 and families served.

22 5.1.16 Post safety notices and other literature provided to CONTRACTOR by  
23 ADMINISTRATOR, in the manner prescribed. Such literature may be in the form of, but not  
24 limited to, placards, posters, checklists, instructions, diagrams, charts, or illustrations.

25 5.2 Family/Foster Youth/NMDs Important Person Relationships:

26 CONTRACTOR shall:

27 5.2.1 Participate in and support efforts to reestablish relationships between Foster  
28 Youth/NMD and his/her relatives, family members, or other individuals who are important to the

1 Foster Youth/NMD, as approved by Foster Youth's/NMD's Social Worker/Probation Officer.

2 5.2.2 Keep record of family and Non-Related Extended Family Members  
3 (NREFM) contacts, or any other significant relationship connections or Important Persons relevant  
4 to reunification and permanency.

5 5.3 Education Requirements:

6 CONTRACTOR shall:

7 5.3.1 Enroll Foster Youth/NMD in the local school, school of origin, or private  
8 program (the latter only if funding is provided by COUNTY or other third party payer) within  
9 three (3) school days of placement. CONTRACTOR shall notify ADMINISTRATOR within three  
10 (3) business days of any obstacles preventing the Foster Youth's/NMD's enrollment in school.

11 5.3.2 Facilitate Foster Youth's/NMD's continued education at his/her school of  
12 origin if remaining in that school is ordered by the Juvenile Court and/or recommended by the  
13 CFT, and in the Foster Youth's/NMD's best interest in accordance with Education Code  
14 §48853.5(f)(1), including providing transportation as needed.

15 5.3.3 Cooperate with the SELPA for any needed assessment and follow-up for  
16 special education services through the development and implementation of an IEP and surrogate  
17 parent appointment, as appropriate.

18 5.3.4 Monitor Foster Youth's/NMD's attendance and performance in school and  
19 credits earned, and assess progress to determine areas in which improvement is needed.  
20 CONTRACTOR shall document monthly the Foster Youth's/NMD's academic and social  
21 performance and document date of contact, contact person, and feedback provided as well as steps  
22 taken to address any deficiency or areas of concern.

23 5.3.5 Report in writing to ADMINISTRATOR any unauthorized school  
24 absences.

25 5.3.6 Provide tutoring and school homework supervision, as needed.

26 5.3.7 Meet Title 22 CCR, Division 6, §84070(b)(4) or ILS §87070(b)(4)  
27 requirements for School Report Cards and School Information.

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1           5.4    Transitional Planning Services Program (TPSP):

2                   CONTRACTOR shall:

3                   5.4.1    Work collaboratively with SSA's TPSP/Independent Living Program (ILP)  
4 and SSA's contracted Emancipation/ILP service provider(s) to meet the service goals set forth in  
5 each Foster Youth's/NMD's TILP.

6                   5.4.2    Assist Foster Youth/NMD placed in Group Homes or STRTPs outside of  
7 Orange County in participating in that community's local TPSP, where available.

8                   5.4.3    Support Foster Youth/NMD in making a successful transition to a lower  
9 level of care by assisting them in participating in TPSP events including, but not limited to:

10                   5.4.3.1    Workshops - offering services in such areas as education, career,  
11 relationships, and daily living skills;

12                   5.4.3.2    Special Events - including, but not limited to, Independent City,  
13 Graduation, Career Fair, and College Tours;

14                   5.4.3.3    Specialized Services for Disabled Children - including, but not  
15 limited to, outreach, follow-up training, and individual services;

16                   5.4.3.4    Mentor Programs; and

17                   5.4.3.5    Job Placement Services.

18                   5.4.4    Provide transportation for Foster Youth/NMD to and from all TPSP related  
19 activities, as required by ADMINISTRATOR, and provide supervision for three (3) or more Foster  
20 Youth/NMD attending the same activity.

21                   5.4.5    Send staff to COUNTY's TPSP training for caregivers and other TPSP  
22 related training, as required by ADMINISTRATOR.

23                   5.4.6    Prepare and submit to ADMINISTRATOR a Foster Youth/NMD specific  
24 summary of all the Foster Youth's/NMD's participation, activities, and contacts with TPSP and  
25 other independent living programs, including any programs offered by CONTRACTOR.  
26 CONTRACTOR shall also maintain this summary in Foster Youth's/NMD case file.

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1           5.5    Clothing

2                   CONTRACTOR shall:

3                   5.5.1    Provide an ongoing monthly clothing allowance of no less than seventy-five  
4 dollars (\$75.00) per Foster Youth/NMD, to be used to purchase new clothing necessary to meet  
5 the Foster Youth's/NMD's basic needs in a manner appropriate to his/her age, social environment,  
6 and daily activities.

7                   5.5.2    Ensure the Foster Youth/NMD has a minimum of a three (3) day supply of  
8 clothing upon Intake. If a Foster Youth/NMD enters the facility with less than a three (3) day  
9 supply, CONTRACTOR shall supply the minimum clothing requirements.

10                  5.5.3    Provide the ongoing monthly clothing allowance thirty (30) days after  
11 placement and every month thereafter.

12                  5.5.4    Allow clothing allowance to be used for purchase of a Foster  
13 Youth's/NMD's replacement clothes and/or mandatory uniforms as required by the  
14 CONTRACTOR.

15                  5.5.5    Provide reserved/unused clothing allowance to Foster Youth/NMD upon  
16 his/her discharge in a form to be determined by ADMINSTRATOR. CONTRACTOR shall apply  
17 a pro-rated daily rate of \$2.50 to determine the clothing allowance due to the Foster Youth/NMD  
18 should the Foster Youth/NMD leave CONTRACTOR's care prior to the completion of the  
19 monthly clothing allowance cycle.

20                  5.5.6    Document all clothing purchases and retain receipts in Foster  
21 Youth's/NMD's case file.

22                  5.5.7    Ensure Foster Youth/NMD has adequate clothing upon his/her request to  
23 reserve unused monthly clothing allowance. If CONTRACTOR approves the Foster  
24 Youth's/NMD's request to reserve funds, CONTRACTOR shall document the amount of rollover  
25 funds which shall include documentation of Foster Youth's/NMD's acknowledgment and  
26 signature.

27                  5.5.8    Conduct and document inventory of Foster Youth's/NMD's clothing and  
28 personal property at the time of placement and when Foster Youth/NMD transitions out of

1 placement. Inventory documentation will be maintained in the Foster Youth's/NMD's case file.

2 5.5.9 Conduct and document a clothing inventory each quarter to assess Foster  
3 Youth's/NMD's needs. Updates to the inventory shall be made when new clothing items are  
4 purchased and when items are discarded. Foster Youth/NMD and CONTRACTOR staff shall sign  
5 the updated inventory.

6 5.5.10 Follow minimum clothing requirements determined by  
7 ADMINISTRATOR.

8 5.5.11 Permit all Foster Youth/NMD to take their clothing, cash resources,  
9 reserved clothing allowance, personal property, and valuables with them when placement is  
10 terminated. If the Foster Youth/NMD is unable to take the above items upon placement  
11 termination, clothing and personal property shall immediately be stored separately and securely  
12 for each individual Foster Youth/NMD by CONTRACTOR for a maximum period of thirty (30)  
13 days, after which it shall be delivered to the Foster Youth's/NMD's Social Worker/Probation  
14 Officer. At termination of placement, CONTRACTOR shall provide an appropriate method of  
15 transport for clothing and personal property, such as luggage or canvas-type duffel bags (not trash  
16 or paper/plastic bags) and provide a copy of the final inventory at termination to  
17 ADMINISTRATOR and/or receiving party.

## 18 5.6 Personal Needs

19 CONTRACTOR shall:

20 5.6.1 Furnish personal care items, including, but not limited to, toothpaste,  
21 toothbrush, soap, hair care items, and hygiene supplies that are Culturally Responsive.

22 5.6.2 Furnish a separate and secure storage area for personal items for each Foster  
23 Youth/NMD.

24 5.6.3 Furnish clean fresh towels, mattress pads, pillows, sheets, and blankets in  
25 sufficient number to ensure cleanliness and warmth.

## 26 5.7 Food and Emergency Supplies

27 5.7.1 Foster Youth/NMD shall receive an adequate and balanced diet as required  
28 by Title 22 CCR, §84276 or ILS §87076 guidelines.

1                   5.7.2 CONTRACTOR shall maintain emergency First Aid/Earthquake supplies,  
 2 as outlined in Title 22 CCR, §80075, and as deemed appropriate by ADMINISTRATOR.  
 3 CONTRACTOR shall maintain the following minimum emergency supplies per Foster  
 4 Youth/NMD on the premises:

- 5                   5.7.2.1 One (1) week supply of staple nonperishable foods;
- 6                   5.7.2.2 Two (2) day supply of fresh perishable foods; and
- 7                   5.7.2.3 A minimum five (5) day supply of at least one (1) gallon of water  
 8 per day.

9                   5.8 Chores

10                   5.8.1 CONTRACTOR shall specify and post reasonable chores which Foster  
 11 Youth/NMD will be required to do as part of their regular routine. Any and all other chores are to  
 12 be voluntary.

13                   5.8.2 Foster Youth's/NMD's Social Worker/Probation Officer may review  
 14 CONTRACTOR's policies regarding chores, and disapprove, if appropriate, the chores assigned  
 15 to a specific Foster Youth/NMD.

16                   5.8.3 Foster Youth/NMD shall be supervised by CONTRACTOR while they are  
 17 engaged in any assigned chores.

18                   5.9 Minimum Allowances

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

<u>Age</u>	<u>Weekly Allowance Rate</u>
5 years	\$5.00
6 years	\$6.00
7 years	\$7.00
8 years	\$8.00
9 years	\$9.00
10 years	\$10.00
11 years	\$11.00
12 years	\$12.00
13 years	\$13.00
14 years	\$14.00

1	15 years	\$15.00
2	16 years	\$16.00
3	17 years	\$17.00
4	18 years	\$18.00
5	19+ years	\$19.00

6 5.10 Safeguards for Cash Resources, Personal Property, and Valuables

7 5.10.1 In accordance with Title 22 CCR, §80026, CONTRACTOR shall assist  
8 each Foster Youth/NMD in keeping cash resources, personal property, and valuables separate and  
9 intact. CONTRACTOR shall maintain accurate records of such resources.

10 5.10.2 In the event that Foster Youth/NMD is employed, CONTRACTOR shall  
11 assist Foster Youth/NMD in setting up a bank account in accordance with Title 22 CCR,  
12 §84072(c)(8) or ILS §87072(d)(7), to the satisfaction of the Foster Youth's/NMD's Social  
13 Worker/Probation Officer. Foster Youth's/NMD's funds shall not be commingled with  
14 CONTRACTOR's funds or petty cash.

15 6. FACILITIES

16 6.1 CONTRACTOR shall provide facilities with a capacity for providing residential  
17 services to Foster Youth/NMDs and accommodations for staff, in accordance with CCLD  
18 requirements and each facility's CCLD license.

19 6.2 CONTRACTOR shall provide facility location(s) to ADMINISTRATOR.

20 6.3 CONTRACTOR shall maintain its facility/ies in a manner that will ensure the well-  
21 being, protection, health, safety, and comfort of Foster Youths/NMDs. Each Foster Youth/NMD  
22 shall be afforded a reasonable degree of privacy.

23 7. TREATMENT PROGRAM

24 7.1 Treatment Program shall be in accordance with CONTRACTOR's Program  
25 Statement.

26 7.2 Minimum standard: Contractor shall facilitate at least weekly individual and group  
27 therapy for all Foster Youth/NMDs and regular family therapy as indicated by Social  
28 Worker/Probation Officer.

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

1           8.     ADDITIONAL CONTRACTOR RESPONSIBILITIES

2               8.1     Transportation

3                     8.1.1   CONTRACTOR shall provide transportation for Foster Youth/NMD as  
4 required or as approved by ADMINISTRATOR, including, but not limited to, transporting to court  
5 appearances upon receiving Notice Of Hearing, visitation, school (including school of origin as  
6 ordered by the Court and/or recommended by the CFT), medical or therapeutic appointments,  
7 extracurricular activities, and other activities as informed by Foster Youth's/NMD's CFT.

8                     8.1.2   CONTRACTOR shall notify assigned Social Worker/Probation Officer or  
9 Authorized Representative if Foster Youth/NMD utilizes any form of transportation not provided  
10 by CONTRACTOR. CONTRACTOR shall not utilize taxi cabs or other ridesharing services such  
11 as Uber or Lyft.

12               8.2     Volunteers

13                     8.2.1   CONTRACTOR shall submit a written plan specifying how volunteers will  
14 be supervised, screened, and utilized by CONTRACTOR. The plan, which may be modified at  
15 ADMINISTRATOR's request, shall be included in the Program Statement and include the  
16 following:

17                             8.2.1.1   Type and degree of supervision provided; and

18                             8.2.1.2   Description of the duties to be performed by volunteers.

19               8.3     Visitors

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

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

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

4           8.3.4 Parents, relatives, or Important Persons of Group Home or STRTP  
5 residents, who have been approved by the assigned Social Worker/Probation Officer for  
6 unmonitored visitation, shall be accompanied by CONTRACTOR's staff to and from a private  
7 designated location in the Group Home or STRTP where the visit will take place. In these  
8 instances, CONTRACTOR's staff need not be present during the visit.

9           8.4     Drug Testing

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

15           8.5     Notice of Request for Change of Placement

16           8.5.1 CONTRACTOR shall provide written notice to COUNTY at least fourteen  
17 (14) calendar days prior to placement change. Written notice shall be on CONTRACTOR's  
18 letterhead and include steps and efforts taken to maintain placement, as well as provide detailed  
19 explanation for the need to change placement.

20           8.5.2 A CFT meeting, which CONTRACTOR shall attend, shall be conducted  
21 prior to any change of placement, planned or unplanned.

22           8.6     Removal or Transfer of Foster Youth/NMD

23           8.6.1 Notwithstanding any other provision of this Agreement and in accordance  
24 with Title 22 CCR, §84061(b) or ILS §87061(b) and WIC §16501, COUNTY may remove, with  
25 or without stating cause, any or all Foster Youth/NMD placed with CONTRACTOR.

26           8.6.2 CONTRACTOR shall participate in any CFT meeting resulting from a  
27 Foster Youth's/NMD's removal.

28     ///

1           8.7    Law Enforcement Contact

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

12           8.7.2   CONTRACTOR will comply with AB 388 reporting requirements.

13   9.    RECORDS

14       9.1    Foster Youth/NMD Records

15           9.1.1   CONTRACTOR shall prepare and maintain accurate and complete records  
16 on each Foster Youth/NMD served under the terms of this Agreement in a form acceptable to  
17 ADMINISTRATOR. In addition to the records required to be maintained by Title 22 CCR,  
18 CONTRACTOR shall also maintain the following information in Foster Youth's/NMD's case  
19 files:

20                   9.1.1.1   Information regarding the Foster Youth's/NMD's participation  
21 in TPSP, as applicable;

22                   9.1.1.2   Statement of behaviors with potential risk and/or safety  
23 concerns;

24                   9.1.1.3   Foster Youth's/NMD's financial information, including  
25 disbursements for clothing and material signed for by Foster Youth/NMD, and allowances  
26 received by and signed for by Foster Youth/NMD;

27                   9.1.1.4   Diagnostic studies;

28                   9.1.1.5   Reports on interviews with Foster Youth/NMD;

- 1                           9.1.1.6    Special Incident Report;
- 2                           9.1.1.7    Written quarterly evaluations;
- 3                           9.1.1.8    Written verification of clinical services provided by treatment  
4 professionals;
- 5                           9.1.1.9    Records of medical/dental visits and treatment, including a copy  
6 of CHDP physical or its equivalent that is less than one (1) year old;
- 7                           9.1.1.10   Foster Youth/NMD's monthly weight chart;
- 8                           9.1.1.11   Psychotropic medication orders/scripts and forms regarding  
9 psychotropic medication, including, but not limited to, JV-220, JV-220(A), JV-220(B), and court  
10 approved JV-223;
- 11                          9.1.1.12   Monthly feedback from the Foster Youth's/NMD's school  
12 regarding academic and social performance; and
- 13                          9.1.1.13   Foster Youth's most current IEP.

14           9.2    COUNTY Records

15                   9.2.1    Upon rejection of a referral or termination of Foster Youth's/NMD's  
16 placement, CONTRACTOR shall immediately return all documents furnished by COUNTY to  
17 Foster Youth's/NMD's Social Worker/Probation Officer or destroy documents pursuant to  
18 Subparagraph 32.1.

19           9.3    House Log Book

- 20                   9.3.1    Each Group Home or STRTP location shall maintain a chronological daily  
21 log record of the following:
- 22                          9.3.1.1    Population count;
- 23                          9.3.1.2    Visitors;
- 24                          9.3.1.3    Special incidents/problems;
- 25                          9.3.1.4    Restraints and law enforcement contacts;
- 26                          9.3.1.5    Group and individual activities, including participants in  
27 therapeutic treatment, length of time of therapeutic treatment activities;
- 28                          9.3.1.6    Significant reactions, including, but not limited to, emotional



1 outbursts, aggressive or violent behaviors, and/or self-injurious behaviors of Foster Youth/NMD  
2 to telephone calls, when such are openly displayed;

3 9.3.1.7 Furloughs or other off-grounds trips by Foster Youth/NMD; and

4 9.3.1.8 Staff on duty, including date and time staff enters and leaves  
5 facility.

6 9.3.2 At the beginning of each working shift, CONTRACTOR's staff shall  
7 individually review and initial all House Log Book entries made subsequent to their last working  
8 shift.

9 9.4 Visitors Log Book

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

14 10. CONTRACTOR'S STAFF

15 10.1 CONTRACTOR shall be in compliance with all CDSS and CCLD, Title 22  
16 Regulations for education, experience, and staffing ratios.

17 10.2 CONTRACTOR shall provide sufficient administrative and direct service staff to  
18 manage and provide services in the Group Homes or STRTP homes.

19 10.3 Same gender supervision during overnight shifts is a best practice. To the extent  
20 allowable under the law, CONTRACTOR shall use best efforts to staff overnight shifts with same  
21 gender staff members, whenever possible; thereby during overnight shifts using only female staff  
22 members in a female Group Home or STRTP home and only male staff members in a male Group  
23 Home or STRTP home.

24 10.4 Foster Youth/NMD shall be supervised by direct service staff, and staffing ratios  
25 that include non-direct staff shall be in compliance with Title 22, CCR §84065.5 or ILS §87065.5.

26 11. CONTRACTOR'S EMPLOYEE RECORDS

27 11.1 CONTRACTOR shall maintain and retain records on each employee and volunteer  
28 as required by Title 22 CCR, §84066 and ILS §87066. Such records shall include, but not be

1 limited to, fingerprint clearances, Child Abuse Index clearances, employees' original employment  
2 applications, and any other records required by Paragraph 26.

3 11.2 In addition to personnel disclosure requirements set forth in Paragraph 26 of this  
4 Agreement, during the term of this Agreement, CONTRACTOR shall:

5 11.2.1 Hire qualified staff in accordance with all applicable statutes and  
6 regulations and comply with Title 22 CCR, Division 6 for criminal record clearances.

7 11.2.2 Maintain a personnel file on each employee, which shall include, but not be  
8 limited to, the following information:

9 11.2.2.1 The name of the person who completed the employment  
10 application;

11 11.2.2.2 A completed and signed criminal record statement;

12 11.2.2.3 Written performance evaluations;

13 11.2.2.4 Proof of automobile insurance;

14 11.2.2.5 Completed reference checks;

15 11.2.2.6 Completed initial physical exam;

16 11.2.2.7 Completed tuberculosis test (within seven (7) days of  
17 employment);

18 11.2.2.8 Department of Motor Vehicle (DMV) driving record printout  
19 including copy of California Driver's License;

20 11.2.2.9 Confidentiality agreement;

21 11.2.2.10 Child abuse/elder abuse reporting requirements;

22 11.2.2.11 Education credentials;

23 11.2.2.12 Annual training completed;

24 11.2.2.13 Disciplinary actions taken, if applicable; and

25 11.2.2.14 Establish and maintain documentation of in-service training for  
26 staff involved in direct contact with Foster Youth/NMDs. Each personnel file shall contain  
27 documentation of attendance and content provided to that employee.

28 ///



1 13.2.5 The NSP shall be based on information, including, but not limited to:

2 13.2.5.1 Review of the HEP;

3 13.2.5.2 Placement information;

4 13.2.5.3 Service needs of the Foster Youth/NMD family structure and  
5 permanency plan; and

6 13.2.5.4 Support of the ILP in the development of a Foster Youth/NMD  
7 age fifteen and one-half (15½) years and older.

8 13.2.6 For facilities licensed as a Group Home, the NSP shall be reviewed, updated  
9 and submitted quarterly with signatures, unless otherwise specified. The quarterly review may be  
10 conducted at CONTRACTOR's facility with Foster Youth's/NMD's Social Worker/Probation  
11 Officer and CONTRACTOR.

12 13.2.7 For facilities licensed as a Short-Term Residential Therapeutic Program, the  
13 NSP shall be reviewed, updated and submitted monthly with signatures, unless otherwise  
14 specified. The monthly review may be conducted at CONTRACTOR's facility with Foster  
15 Youth's/NMD's Social Worker/Probation Officer and CONTRACTOR.

16 13.2.8 All approvals for the Foster Youth/NMD to be off-site unsupervised shall  
17 be written into the Foster Youth's/NMD's NSP and signed and approved by the Foster Youth's  
18 assigned Social Worker/Probation Officer.

19 13.2.9 All approvals for Foster Youth/NMD to be fined as a form of discipline  
20 shall be written into the NSP and signed and approved by the Foster Youth's/NMD's assigned  
21 Authorized Representative.

22 13.3 Diagnostic Summary

23 13.3.1 The diagnostic summary shall be submitted by CONTRACTOR within  
24 thirty (30) calendar days of placement and shall include, but not be limited to:

25 13.3.1.1 Identification of Foster Youth's/NMD's strengths;

26 13.3.1.2 Medical and dental needs;

27 13.3.1.3 Psychological and psychiatric evaluations obtained;

28 13.3.1.4 Mental health diagnosis;

1 13.3.1.5 Social, emotional, and behavioral challenges;

2 13.3.1.6 Initial crisis management assessment, including, but not limited  
3 to: identification of motivators, triggers, and means of de-escalation;

4 13.3.1.7 Case staffing review summaries;

5 13.3.1.8 Educational assessment;

6 13.3.1.9 Peer adjustment;

7 13.3.1.10 Relationship to staff;

8 13.3.1.11 Involvement in recreational and/or extra-curricular programs;

9 13.3.1.12 Involvement/relationship with parents, relatives, significant  
10 relationship connections, and Important Persons; and

11 13.3.1.13 Reunification plans.

12 13.4 Quarterly Evaluation of Foster Youth/NMD

13 13.4.1 CONTRACTOR shall submit ongoing written evaluations on each Foster  
14 Youth/NMD to Foster Youth's/NMD's Social Worker/Probation Officer on a quarterly basis, to  
15 be submitted within seven (7) calendar days following the quarterly reporting period. These  
16 evaluations shall include, but not be limited to:

17 13.4.1.1 Updates for the Foster Youth/NMDs NSP as specified in Title  
18 22 CCR, §84068.2 or ILS §87068.2.

19 13.4.1.2 Progress toward accomplishing the goals, strategies, and  
20 outcome objectives described in Paragraph 4 of this Exhibit A.

21 13.4.1.3 Foster Youth's/NMD's progress toward accomplishing his/her  
22 long-range goal(s), short-term objectives, tasks, and placement in a family setting.

23 13.4.1.4 Identification of the Foster Youth's/NMD's areas of strength  
24 and concern.

25 13.4.1.5 Identification of service needs of the Foster Youth's/NMD's  
26 family and the plan for permanency.

27 13.4.1.6 Identification of Foster Youth's/NMD's unmet needs, and  
28 CONTRACTOR's recommendations and efforts made to meet these needs.

1 13.4.1.7 Updated assessment of Foster Youth's/NMD's  
2 adjustment/acclimation to CONTRACTOR's facility, program, peers, school, and staff.

3 13.4.1.8 Updated assessment of the Foster Youth's/NMD's progress  
4 towards transitional planning/independent living goals, if applicable.

5 13.4.1.9 Current status of Foster Youth's/NMD's physical and  
6 psychological health, and a report of medical and mental health care received and medication(s)  
7 administered.

8 13.4.1.10 Modification of the treatment plan, anticipated length of  
9 placement, and any barriers to permanency.

10 13.4.1.11 A record of any serious behavioral problems and how these  
11 problems were treated, as well as the Foster Youth's/NMD's response to treatment.

12 13.4.1.12 A record of parental contacts, conferences and visits; contacts  
13 with relatives, friends, and significant others, so far as they are made known, and any significant  
14 reactions thereto openly displayed by Foster Youth/NMD.

15 13.4.1.13 The dates of contacts with Foster Youth's/NMD's Social  
16 Worker/Probation Officer during the quarter. This part of the report shall include the number of  
17 visits to Foster Youth/NMD, as well as phone calls placed and received.

18 13.4.1.14 The dates of contacts with psychiatrist(s), mental health  
19 professionals, and substance abuse treatment professionals during the quarter.

20 13.4.1.15 Summary of current educational progress.

21 13.4.2 CONTRACTOR shall also make available to Foster Youth's/NMD's Social  
22 Worker/Probation Officer copies of any pertinent information utilized for the quarterly evaluation,  
23 including, school reports, medical reports, and psychological/psychiatric reports as completed.

### 24 13.5 Performance Outcomes Report

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

28 13.5.1 Number of Foster Youth/NMDs served;

1 13.5.2 Number of Foster Youth/NMD discharged including reason for discharge;

2 13.5.3 Upon discharge, type of placement Foster Youth/NMD transitioned to;

3 13.5.4 Type of Therapy Foster Youths/NMDs was involved in; and

4 13.5.5 Type of supportive services offered.

5 13.6 The semiannual performance outcomes report shall be submitted by the tenth (10th)  
6 calendar day of the month following each six (6) month reporting period. The reporting periods  
7 are January through June and July through December.

8 13.6.1 CONTRACTOR shall submit a similar report on Foster Youth/NMD  
9 referred by the Probation Department to their Administrative Placement Monitoring and  
10 Investigations Unit Supervisor. Reporting criteria shall be developed by the Probation  
11 Department.

12 13.7 Monthly Report of Incidents

13 13.7.1 CONTRACTOR shall provide Group Home/STRTP Foster Care Liaisons  
14 and SSA Quality Assurance Department a monthly report of incidents of runaway episode over  
15 twenty-four (24) hours in length, Emergency Room visits, psychiatric hospitalization, and 911  
16 calls. Monthly Report of Incidents will be due by the first business day of the following month.

17 13.8 Termination Summary

18 13.8.1 CONTRACTOR shall deliver to Foster Youth's/NMD's Social  
19 Worker/Probation Officer within seven (7) calendar days of termination of Foster Youth's/NMD's  
20 placement, a closing summary of all issues regularly reported in the quarterly evaluation, including  
21 records relating to treatment provided to the Foster Youth/NMD, any monies (i.e., savings) owed  
22 to Foster Youth/NMD, and an inventory of Foster Youth's/NMD's personal belongings and  
23 clothing.

24 13.8.2 Upon Foster Youth/NMD's discharge, CONTRACTOR shall provide the  
25 assigned Social Worker/Probation Officer written documentation of Foster Youth's/NMD's  
26 medical and dental appointments, and follow-up care, including all medication that was prescribed  
27 to the Foster Youth/NMD.

28 ///

1           13.9    Unauthorized Absence

2           13.9.1 An unauthorized absence is defined as an event when a Foster  
3 Youth's/NMD's whereabouts are unknown by CONTRACTOR's staff or when a Foster  
4 Youth/NMD has runaway from placement.

5           13.9.2 In the case of an unauthorized absence, CONTRACTOR shall immediately  
6 telephone Foster Youth's/NMD's Social Worker, Foster Youth's/NMD's Probation Officer when  
7 applicable, the local law enforcement agency, CCLD, and Foster Youth's/NMD's  
8 parents/guardians. CONTRACTOR shall make direct person-to-person contact with the Social  
9 Worker/Probation Officer or their designee and provide written notification within twenty-four  
10 (24) hours of the absence to the Social Worker/Probation Officer.

11           13.9.3 CONTRACTOR shall submit incident report to Foster Youth's/NMD's  
12 Social Worker/Probation Officer within twenty-four (24) hours of the absence via the Foster Youth  
13 Information Database (CFS) and (714) 935-7725 (Probation Department). A copy of this written  
14 report is to also be submitted to the SSA Group Home/STRTP Liaison, PSP Manager, or designee,  
15 and Probation Department's Group Home/STRTP Liaison/Probation Monitor.

16           13.9.3.1 If Foster Youth/NMD returns voluntarily, CONTRACTOR shall  
17 immediately notify the Foster Youth's/NMD's Social Worker/Probation Officer, PSP, the local  
18 law enforcement agency, CCLD, Foster Youth's/NMD's parents/guardians and, as appropriate,  
19 the Foster Youth's/NMD's mental health and/or physical health provider.

20           13.9.3.2 Following the Foster Youth's/NMD's return, CONTRACTOR  
21 shall provide an evaluation for Foster Youth/NMD emphasizing the significance of their absence  
22 and appropriate follow-up intervention. All discussion resulting from the evaluation shall be  
23 documented in Foster Youth's/NMD's record and information provided to the Foster  
24 Youth's/NMD's Social Worker/Probation Officer.

25           13.9.4 In the event of an unauthorized absence (AWOL) CONTRACTOR will  
26 notify the ADMINISTRATOR's designee, as outlined in Subparagraph 13.9.2 of this Exhibit A.  
27 CONTRACTOR agrees to return the Foster Youth/NMD to the CONTRACTOR's care, except  
28 under the following circumstances:



1 (a). CONTRACTOR and ADMINISTRATOR agree there is an imminent safety  
2 risk for the Foster Youth/NMD and/or the program should he/she be returned.

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

5 (c). The Foster Youth/NMD has exceeded the duration of ADMINISTRATOR's  
6 authorized bed hold or was absent more than fourteen (14) cumulative days within the month.

7 13.9.4.1 In the event that fourteen (14)-day placement change notice has  
8 been requested by CONTRACTOR and the Foster Youth/NMD returns within the fourteen (14)-  
9 day period, the CONTRACTOR agrees to return the Foster Youth/NMD to the CONTRACTOR's  
10 care until a CFT meeting can be facilitated.

11 13.9.4.2 If the Foster Youth/NMD has not returned prior to the  
12 completion of the fourteen (14)-day notice period, CONTRACTOR is not obligated to take  
13 him/her back and the bed will be closed. ADMINISTRATOR will then assume responsibility for  
14 securing alternative placement arrangements for the Foster Youth/NMD.

15 13.9.4.3 CONTRACTOR shall participate in a CFT meeting upon the  
16 request of the ADMINISTRATOR, when the Foster Youth/NMD returns to provide pertinent  
17 information relevant to determining appropriate placement options.

18 13.9.4.4 CONTRACTOR shall maintain records of unauthorized  
19 absences in Foster Youth's/NMD's record.

20 13.9.4.5 CONTRACTOR shall maintain and secure Foster  
21 Youth's/NMD's possessions in the event of an unauthorized absence.

## 22 14. SPECIAL OR UNPLANNED INCIDENTS

### 23 14.1 Serious Illness, Accident/Injury, or Death

24 CONTRACTOR shall immediately telephone Social Worker and Probation  
25 Officer, if the Foster Youth/NMD has one, or official designee in case of their absence, and make  
26 direct person-to-person contact upon becoming aware of any serious illness, accident/injury,  
27 hospitalization, or death of a Foster Youth/NMD in CONTRACTOR's care. If the Social Worker  
28 or designees are unavailable, CONTRACTOR shall notify Orangewood Children and Family

1 Center (OCFC) Intake Services at (714) 935-7080. In the event Probation Officer or designees are  
2 unavailable, CONTRACTOR shall notify Custody Intake at (714) 935-7632. In the case of death,  
3 CONTRACTOR shall also notify local law enforcement. CONTRACTOR shall follow the verbal  
4 report with the submission of an electronic Special Incident Report via the online Foster Youth  
5 Information System (FYI System) within one (1) business day of such serious illness,  
6 accident/injury, hospitalization, or death occurs. In the event the FYI system is not available,  
7 CONTRACTOR shall submit the Special Incident Report via facsimile within one (1) business  
8 day of the incident to avoid delinquency. Standard protocol shall resume once the FYI system  
9 becomes available. CONTRACTOR shall provide Probation Officer a written report or via  
10 electronic/facsimile for incidents involving placements for Probation Department. The verbal and  
11 electronic/facsimile reports shall include, but not be limited to:

12 14.1.1 Name of the Foster Youth/NMD;

13 14.1.2 Date of serious illness, accident/injury or death;

14 14.1.3 Nature of the illness/injury or the circumstances of the death;

15 14.1.4 Name or names of CONTRACTOR's officers, employees or agents with  
16 knowledge of the event;

17 14.1.5 Name of the attending physician;

18 14.1.6 Name of the hospital;

19 14.1.7 When applicable, the police report number, name of the police agency  
20 handling the incident, date of the police report, Foster Youth's race and ethnicity, and a summary  
21 of the circumstances.

22 14.2 Other Special Incidents

23 14.2.1 CONTRACTOR shall immediately telephone the Foster Youth's/NMD's  
24 Social Worker and Probation Officer, if the Foster Youth/NMD has one, and PSP Manager, or  
25 designee, and make contact if any of the following occurs:

26 14.2.1.1 Assault;

27 14.2.1.2 Medication errors;

28 14.2.1.3 Foster Youth/NMD refused medication;

- 1 14.2.1.4 Mis-administered medication;
- 2 14.2.1.5 Missed medication;
- 3 14.2.1.6 Accident/Minor injury;
- 4 14.2.1.7 Self injury;
- 5 14.2.1.8 Sexual activity;
- 6 14.2.1.9 Suspension from school;
- 7 14.2.1.10 Unauthorized school absences;
- 8 14.2.1.11 Contraband of illegal substance and/or weapons;
- 9 14.2.1.12 Law enforcement intervention and/or arrest;
- 10 14.2.1.13 Property damage and or vandalism;
- 11 14.2.1.14 Personal rights complaint; and
- 12 14.2.1.15 Any behavior or activities by any volunteer or staff while on
- 13 duty which substantially disrupts activities within CONTRACTOR’s facility and jeopardizes the
- 14 status, safety, or health of a Foster Youth/NMD placed by COUNTY.

15 14.2.2 This verbal report shall be followed by the submission of a Special Incident  
 16 Report form approved by ADMINISTRATOR, to Foster Youth’s/NMD’s Social  
 17 Worker/Probation Officer and PSP Manager, or designee, and Group Home/STRTP  
 18 Liaison/Probation Monitor within three (3) calendar days of the incident via the Foster Youth  
 19 Information Database (CFS) and (714) 935-7725 (Probation Department).

20 14.2.3 ADMINISTRATOR may, in his/her sole discretion, add, delete, waive or  
 21 otherwise modify individual reporting requirements as stated in this Paragraph.

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