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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
FAMILY SUPPORT NETWORK

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

This AGREEMENT, entered into this 1st day of July 2018, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and FAMILY SUPPORT NETWORK, a California non-profit corporation, 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."

W I T N E S S E T H:

WHEREAS, COUNTY desires to provide children and non-minor dependents with alternatives to congregate care through the development of expanded family-based interventions; and

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Wraparound Orange County Support Services; and

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

WHEREAS, such services are authorized and provided for pursuant to Welfare and Institutions Code Section 18250 et seq., which defines and describes the standards of the Wraparound Program for children covered by the State Mental Health System of Care; and

WHEREAS, the amended Wraparound Orange County Plan and Memorandum of

1 Understanding between the Social Services Agency and the California Department  
2 of Social Services was approved by COUNTY on November 19, 2002, for the purpose  
3 of delivering Wraparound Services in Orange County: and

4 WHEREAS, CONTRACTOR possesses training and experience combined with an  
5 extensive knowledge of the unique challenges that face families which include  
6 children and non-minor dependents covered by the State Mental Health System of  
7 Care:

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

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1. TERM

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, ~~2021~~2022, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Agreement may be renewed thereafter for one (1) additional one-year term upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement.~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result.~~

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein

1 contained shall be construed as creating the relationship of employer and  
2 employee, or principal and agent, between COUNTY and CONTRACTOR or any of  
3 CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the  
4 responsibility for the acts of its employees or agents as they relate to services  
5 to be provided during the course and scope of their employment.

6 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any  
7 rights and/or privileges of COUNTY employees, and shall not be considered in  
8 any manner to be COUNTY employees.

9 4. DESCRIPTION OF SERVICES AND STAFFING

10 4.1 CONTRACTOR agrees to provide those services, facilities, equipment,  
11 and supplies, as described in the Exhibits to the Agreement between County of  
12 Orange and Family Support Network, attached hereto and incorporated herein by  
13 reference: Exhibit "A" relating to Wraparound Orange County Support Services,  
14 and Exhibit "B" relating to Wraparound Orange County terms and definitions.  
15 CONTRACTOR shall operate continuously throughout the term of this Agreement  
16 with the number and type of staff described and as required for provision of  
17 services hereunder.

18 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR  
19 may require changes in staffing allocations to reflect current workload demands  
20 or service needs as long as COUNTY's maximum obligation, as set forth in this  
21 Agreement, is not exceeded.

22 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
23 staff to attend an orientation session and subsequent training sessions given  
24 by COUNTY.

25 5. LICENSES AND STANDARDS

26 5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
27 required by the laws of the United States, State of California (hereinafter  
28 referred to as "State"), County of Orange, and all other appropriate

1 governmental agencies to perform the services described in this Agreement, and  
2 agrees to maintain these licenses and permits in effect for the duration of  
3 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct  
4 themselves in compliance with such laws and licensure requirements, including,  
5 without limitation, compliance with laws applicable to sexual harassment and  
6 ethical behavior.

7 5.2 In the performance of this Agreement, CONTRACTOR shall comply with  
8 all applicable provisions of the California Welfare and Institutions Code (WIC);  
9 Title 45 of the Code of Federal Regulations (CFR); implementing regulations  
10 under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and  
11 Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all  
12 applicable laws and regulations of the United States, State of California,  
13 County of Orange, and County of Orange Social Services Agency, and all  
14 administrative regulations, rules, and policies adopted thereunder, as each and  
15 all may now exist or be hereafter amended.

16 5.2.1 For federally funded Agreements in the amount of \$25,000  
17 or more, CONTRACTOR certifies that its officers and/or principals are not  
18 debarred or suspended from federal financial assistance programs and/or  
19 activities.

20 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

21 6.1 Delegation and Assignment

22 6.1.1 In the performance of this Agreement, CONTRACTOR may  
23 neither delegate its duties or obligations nor assign its rights, either in  
24 whole or in part, without the prior written consent of COUNTY. Any attempted  
25 delegation or assignment without prior written consent shall be void. The  
26 transfer of assets in excess of ten percent (10%) of the total assets of  
27 CONTRACTOR, or any change in the corporate structure, the governing body, or  
28 the management of CONTRACTOR, which occurs as a result of such transfer, shall

1 be deemed an assignment of benefits under the terms of this Agreement requiring  
2 COUNTY approval.

3 ~~6.1.1~~ 6.1.2 COUNTY reserves the right to immediately terminate the  
4 Agreement in the event COUNTY determines that the assignee is not qualified or  
5 otherwise acceptable to COUNTY for the provision of services under the  
6 Agreement.

7 6.2 ~~Subcontracts~~ Change of Ownership

8 ~~CONTRACTOR shall not subcontract for services under this Agreement~~  
9 ~~without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents~~  
10 ~~in writing to a subcontract, in no event shall the subcontract alter, in any~~  
11 ~~way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must~~  
12 ~~be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR~~  
13 ~~shall include in each subcontract any provision ADMINISTRATOR may~~  
14 ~~require.~~ CONTRACTOR agrees that if there is a change or transfer in ownership of  
15 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees  
16 to an assignment of the Agreement, the new owners shall be required, under the  
17 terms of sale or other instruments of transfer, to assume CONTRACTOR's duties  
18 and obligations contained in this Agreement and complete them to the  
19 satisfaction of COUNTY.

20 ~~6.2.1~~ ~~Subcontracts of \$50,000 or less~~

21 ~~CONTRACTOR shall develop a standard form Purchase Order,~~  
22 ~~subject to prior written approval of ADMINISTRATOR, to be utilized for the~~  
23 ~~purchase of services by CONTRACTOR when the cumulative total cost of the services~~  
24 ~~to be provided by any organization is anticipated to be fifty thousand dollars~~  
25 ~~(\$50,000) or less during the term of this Agreement. The basis for costs~~  
26 ~~incurred by any such Purchase Order(s) shall be the actual cost of providing~~  
27 ~~services or the usual and customary charges established by the organization(s)~~  
28 ~~providing the services.~~



1                    ~~6.2.2 Subcontracts in excess of \$50,000~~

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

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

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

27                    7.     FORM OF BUSINESS ORGANIZATION

28                    7.1    Form of Business Organization

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

5           7.1.1 The form of CONTRACTOR's business organization, i.e.,  
6 proprietorship, partnership, corporation, etc.;

7           7.1.2 A detailed statement indicating the relationship of  
8 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
9 individual; and

10          7.1.3 A detailed statement indicating the relationship of  
11 CONTRACTOR to any subsidiary business organization or to any individual who may  
12 be providing services, supplies, material, or equipment to CONTRACTOR or in any  
13 manner does business with CONTRACTOR under this Agreement.

14          7.2 Change in Form of Business Organization

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

22          8. NON-DISCRIMINATION

23          8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
24 shall not engage nor employ any unlawful discriminatory practices in the  
25 admission of clients, provision of services or benefits, assignment of  
26 accommodations, treatment, evaluation, employment of personnel, or in any other  
27 respect, on the basis of race, religious creed, color, national origin,  
28 ancestry, physical disability, mental disability, medical condition, genetic

1 information, marital status, sex, gender, gender identity, gender expression,  
2 age, sexual orientation, military and veteran status, or any other protected  
3 group, in accordance with the requirements of all applicable federal or State  
4 laws.

5 8.2 CONTRACTOR shall furnish any and all information requested by  
6 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
7 books, records, and accounts in order to ascertain CONTRACTOR's compliance with  
8 Paragraph 8 et seq.

9 8.3 Non-Discrimination in Employment

10 8.3.1 CONTRACTOR shall comply with Executive Order 11246,  
11 entitled "Equal Employment Opportunity," as amended by Executive Order 11375  
12 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

13 8.3.2 All solicitations or advertisements for employees placed  
14 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
15 receive consideration for employment without regard to race, religious creed,  
16 color, national origin, ancestry, physical disability, mental disability,  
17 medical condition, genetic information, marital status, sex, gender, gender  
18 identity, gender expression, age, sexual orientation, military and veteran  
19 status, or any other protected group, in accordance with the requirements of  
20 all applicable federal or State laws. Notices describing the provisions of the  
21 equal opportunity clause shall be posted in a conspicuous place for employees  
22 and job applicants.

23 8.3.3 CONTRACTOR shall refer any and all employees desirous of  
24 filing a formal discrimination complaint to:

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

1 Telephone: (800) 952-5253

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

3 8.4 Non-Discrimination in Service Delivery

4 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil  
5 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,  
6 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act  
7 of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the  
8 Americans with Disabilities Act of 1990, as amended; California Civil Code  
9 Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-  
10 11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450;  
11 Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
12 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808  
13 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other  
14 applicable federal and State laws, as well as their implementing regulations  
15 (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28  
16 CFR Part 42), and any other law pertaining to Equal Employment Opportunity,  
17 Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
18 amended. CONTRACTOR shall not implement any administrative methods or  
19 procedures which would have a discriminatory effect or which would violate the  
20 California Department of Social Services (CDSS) Manual of Policies and  
21 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of  
22 this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other  
23 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-  
24 11139.5, or any other laws, or the issue may be referred to the appropriate  
25 federal agency for further compliance action and enforcement of Subparagraph  
26 8.4 et seq.

27 8.4.2 CONTRACTOR shall provide any and all clients desirous of  
28 filing a formal complaint any and all information as appropriate:

1                           8.4.2.1      Pamphlet: "Your Rights Under California  
2 Welfare Programs" (PUB 13)

3                           8.4.2.2      Discrimination Complaint Form

4                           8.4.2.3      Civil Rights Contacts:

5   County Civil Rights Contact:

6   Orange County Social Services Agency

7   Program Integrity

8   Attn: Civil Rights Coordinator

9   P.O. Box 22001

10    Santa Ana, CA 92702-2001

11    Telephone: (714) 438-8877

12    State Civil Rights Contact:

13    California Department of Social Services

14    Civil Rights Bureau

15    P.O. Box 944243, M.S. 15-70

16    Sacramento, CA 94244-2430

17    Federal Civil Rights Contact:

18    U.S. Department of Health and Human Services

19    Office of Civil Rights

20    50 U.N. Plaza, Room 322

21    San Francisco, CA 94102

22   9.    NOTICES

23           9.1 All notices, requests, claims, correspondence, reports, statements  
24 authorized or required by this Agreement, and/or other communications shall be  
25 addressed as follows:

26                    COUNTY:      County of Orange Social Services Agency  
27   Contracts and Procurement Services  
28   500 N. State College Blvd, Suite 100

1 Orange, CA 92868

2  
3 CONTRACTOR: Family Support Network  
4 1015 S. Placentia Ave.  
5 Fullerton, CA 92831

6 9.2 All notices shall be deemed effective when in writing and deposited  
7 in the United States mail, first class, postage prepaid and addressed as above.  
8 Any communications, including notices, requests, claims, correspondence,  
9 reports, and/or statements authorized or required by this Agreement addressed  
10 in any other fashion shall be deemed not given. The parties each may designate  
11 by written notice from time to time, in the manner aforesaid, any change in the  
12 address to which notices must be sent.

13 10. NOTICE OF DELAYS

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

19 11. INDEMNIFICATION

20 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
21 writing by COUNTY, and hold U.S. Department of Health and Human Services, the  
22 State, COUNTY, and their elected and appointed officials, officers, employees,  
23 agents, and those special districts and agencies which COUNTY's Board of  
24 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from  
25 any claims, demands, or liability of any kind or nature, including, but not  
26 limited to, personal injury or property damage arising from or related to the  
27 services, products, or other performance provided by CONTRACTOR pursuant to  
28 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court

1 of competent jurisdiction because of the concurrent active negligence of COUNTY  
2 or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be  
3 apportioned as determined by the court. Neither party shall request a jury  
4 apportionment.

5 12. INSURANCE

6 12.1 Prior to the provision of services under this Agreement, CONTRACTOR  
7 agrees to purchase all required insurance at CONTRACTOR's expense, including  
8 all endorsements required herein, necessary to satisfy COUNTY that the insurance  
9 provisions of this Agreement have been complied with. CONTRACTOR agrees to  
10 keep such insurance coverage, Certificates of Insurance and endorsements on  
11 deposit with ADMINISTRATOR during the entire term of this Agreement. In  
12 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant  
13 to this Agreement shall obtain insurance subject to the same terms and conditions  
14 as set forth herein for CONTRACTOR.

15 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
16 behalf of CONTRACTOR pursuant to this Agreement shall be covered under  
17 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject  
18 to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR  
19 shall not allow subcontractors to work if subcontractors have less than the  
20 level of coverage required by COUNTY from CONTRACTOR under this Agreement. It  
21 is the obligation of CONTRACTOR to provide notice of the insurance requirements  
22 to every subcontractor and to receive proof of insurance prior to allowing any  
23 subcontractor to begin work. Such proof of insurance must be maintained by  
24 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY  
25 representative(s) at any reasonable time.

26 12.3 All self-insured retentions (SIRs) shall be clearly stated on the  
27 Certificate of Insurance. Any self-insured retention (SIR) in an amount in  
28 excess of fifty thousand dollars (\$50,000) shall specifically be approved by

1 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current  
2 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in  
3 addition to, and without limitation of, any other indemnity provision(s) in the  
4 Agreement, agrees to all of the following:

5 12.3.1 In addition to the duty to indemnify and hold COUNTY  
6 harmless against any and all liability, claim, demand or suit resulting from  
7 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this  
8 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with  
9 counsel approved by Board of Supervisors against same; and

10 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be  
11 absolute and irrespective of any duty to indemnify or hold harmless; and

12 12.3.3 The provisions of California Civil Code Section 2860 shall  
13 apply to any and all actions to which the duty to defend stated above applies,  
14 and CONTRACTOR'S SIR provisions shall be interpreted as though CONTRACTOR was  
15 an insurer and COUNTY was the insured.

16 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
17 the full term of this Agreement, COUNTY may terminate this Agreement.

18 12.5 Qualified Insurer

19 12.5.1 The policy or policies of insurance required herein must  
20 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating)  
21 and VIII (Financial Size Category as determined by the most current edition of  
22 the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It  
23 is preferred, but not mandatory, that the insurer be licensed to do business in  
24 the state of California (California Admitted Carrier).

25 12.6 If the insurance carrier does not have an A.M. Best Rating of A-  
26 /VIII, the CEO/Office of Risk Management retains the right to approve or reject  
27 a carrier after a review of the company's performance and financial rating.

28 12.7 The policy or policies of insurance maintained by CONTRACTOR shall



1 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

11 12.8 Required Coverage Forms

12 12.8.1 Commercial General Liability coverage shall be written on  
13 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing  
14 liability coverage at least as broad.

15 12.8.2 Business Auto Liability coverage shall be written on ISO  
16 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing  
17 coverage at least as broad.

18 12.9 Required Endorsements

19 12.9.1 Commercial General Liability policy shall contain the  
20 following endorsements, which shall accompany the Certificate of Insurance:

21 12.9.1.1 An Additional Insured endorsement using ISO  
22 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,  
23 its elected and appointed officials, officers, agents and employees, as  
24 Additional Insureds or provide blanket coverage, which will state AS REQUIRED  
25 BY WRITTEN CONTRACT.

26 12.9.1.2 A primary non-contributing endorsement using  
27 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's  
28

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

3 12.9.2 The Network Security and Privacy Liability policy shall  
4 contain the following endorsements which shall accompany the Certificate of  
5 Insurance.

6 12.9.2.1 An Additional Insured endorsement naming the  
7 County of Orange, its elected and appointed officials, officers, agents and  
8 employees as Additional Insureds for its vicarious liability.

9 12.9.2.2 A primary and non-contributing endorsement  
10 evidencing that the CONTRACTOR's insurance is primary and any insurance or self-  
11 insurance maintained by the County of Orange shall be excess and non-  
12 contributing.

13 12.10 The Workers' Compensation policy shall contain a waiver of  
14 subrogation endorsement waiving all rights of subrogation against the County of  
15 Orange, its elected and appointed officials, officers, agents and employees or  
16 provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

17 12.11 All insurance policies required by this Agreement shall waive all  
18 rights of subrogation against the County of Orange, its elected and appointed  
19 officials, officers, agents and employees when acting within the scope of their  
20 appointment or employment.

21 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days  
22 of any policy cancellation and ten (10) days for non-payment of premium and  
23 provide a copy of the cancellation notice to COUNTY. Failure to provide written  
24 notice of cancellation may constitute a material breach of the contract, upon  
25 which the COUNTY may suspend or terminate this Agreement.

26 12.13 If CONTRACTOR's Network Security & Privacy Liability policy is a  
27 "claims made" policy, CONTRACTOR shall agree to maintain Network Security &  
28 Privacy Liability coverage for two (2) years following completion of this

1 Agreement.

2 12.14 The Commercial General Liability policy shall contain a severability  
3 of interests clause also known as a "separation of insureds" clause (standard  
4 in the ISO CG 0001 policy).

5 12.15 Insurance certificates should be mailed to COUNTY at the address  
6 indicated in Paragraph 9 of this Agreement.

7 12.16 If CONTRACTOR fails to provide the insurance certificates and  
8 endorsements within seven (7) days of notification by CEO/County Procurement  
9 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

10 12.17 COUNTY expressly retains the right to require CONTRACTOR to increase  
11 or decrease insurance of any of the above insurance types throughout the term  
12 of this Agreement. Any increase or decrease in insurance will be as deemed by  
13 County of Orange Risk Manager as appropriate to adequately protect COUNTY.

14 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
16 certificates of insurance and endorsements with COUNTY incorporating such  
17 changes within thirty (30) days of receipt of such notice, this Agreement may  
18 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled  
19 to all legal remedies.

20 12.19 The procuring of such required policy or policies of insurance shall  
21 not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the  
22 indemnification provisions and requirements of this Agreement, nor act in any  
23 way to reduce the policy coverage and limits available from the insurer.

24 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

27 [13.1 Any instance in which CONTRACTOR becomes a party to any litigation](#)  
28 [against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's](#)

1 performance under this Agreement. While CONTRACTOR is required to provide this  
2 information without prompting from COUNTY, any time there is a change to  
3 CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY  
4 whenever requested by COUNTY.

5 ~~13.1~~13.2 Any accident or incident relating to services performed under  
6 this Agreement that involves injury or property damage which may result in the  
7 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

8 ~~13.2~~13.3 Any third party claim or lawsuit filed against CONTRACTOR  
9 arising from or relating to services performed by CONTRACTOR under this  
10 Agreement.

11 ~~13.3~~13.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
12 property.

13 13.5 Any loss, disappearance, destruction, misuse or theft of any kind  
14 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR  
15 under the term of this Agreement.

16 ~~13.4~~13.6 Any Notice of Contract Breach, or equivalent, received from  
17 any entity for whom CONTRACTOR is providing the same or similar services, under  
18 a written agreement, regardless of service location or jurisdiction.

19 14. CONFLICT OF INTEREST

20 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
21 any actions or conditions that could result in a conflict with COUNTY interests.  
22 In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's  
23 employees, agents, and subcontractors associated with the provision of goods  
24 and services provided under this Agreement. The CONTRACTOR's efforts shall  
25 include, but not be limited to, establishing rules and procedures preventing  
26 its employees, agents, and subcontractors from providing or offering gifts,  
27 entertainment, payments, loans, or other considerations which could be deemed  
28 to influence or appear to influence COUNTY staff or elected officers in the

1 performance of their duties.

2 14.2 CONTRACTOR shall notify COUNTY, in writing, of any potential  
3 conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or  
4 during the period of, Agreement performance. While CONTRACTOR will be required  
5 to provide this information without prompting from COUNTY any time there is a  
6 change regarding conflict of interest, CONTRACTOR must also provide an update  
7 to COUNTY whenever requested by COUNTY.

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

17 15. ANTI-PROSELYTISM PROVISION

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

22 16. SUPPLANTING GOVERNMENT FUNDS

23 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended  
24 for the purposes of this Agreement with any funds made available under this  
25 Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply  
26 sums received from COUNTY with respect to, that portion of its obligations which  
27 have been paid by another source of revenue. CONTRACTOR agrees that it shall  
28 not use funds received pursuant to this Agreement, either directly or

1 indirectly, as a contribution or compensation for purposes of obtaining federal,  
2 State, or COUNTY funds under any federal, State, or COUNTY program without prior  
3 written approval of ADMINISTRATOR.

4 17. EQUIPMENT

5 17.1 All items purchased with funds provided under this Agreement, or  
6 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of  
7 at least five thousand dollars (\$5,000), including sales tax, shall be  
8 considered Capital Equipment. Title to all Capital Equipment shall, upon  
9 purchase, vest and remain in COUNTY. The use of such items of Capital Equipment  
10 is limited to the performance of this Agreement. Upon the termination of this  
11 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment  
12 to COUNTY or its representatives, or dispose of them in accordance with the  
13 directions of ADMINISTRATOR.

14 CONTRACTOR further agrees to the following:

15 17.1.1 To maintain all items of Capital Equipment in good working  
16 order and condition, normal wear and tear excepted.

17 17.1.2 To label all items of Capital Equipment, do periodic  
18 inventories as required by ADMINISTRATOR, and to maintain an inventory list  
19 showing where and how the Capital Equipment is being used, in accordance with  
20 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
21 ADMINISTRATOR within ten (10) days of any request therefore.

22 17.1.3 To report in writing to ADMINISTRATOR immediately after  
23 discovery, the loss or theft of any items of Capital Equipment. For stolen  
24 items, the local law enforcement agency must be contacted and a copy of the  
25 police report submitted to ADMINISTRATOR.

26 17.1.4 To purchase a policy or policies of insurance covering  
27 loss or damage to any and all Capital Equipment purchased under this Agreement,  
28 in the amount of the full replacement value thereof, providing protection

1 against the classification of fire, extended coverage, vandalism, malicious  
2 mischief, and special extended perils (all risks) covering the parties'  
3 interests as they appear.

4 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
5 requested in writing, shall require the prior written approval of ADMINISTRATOR,  
6 and shall fulfill the provisions of this Agreement which are appropriate and  
7 directly related to CONTRACTOR's service or activity under the terms of this  
8 Agreement. COUNTY may refuse reimbursement for any costs resulting from Capital  
9 Equipment purchased which are incurred by CONTRACTOR, if prior written approval  
10 has not been obtained from ADMINISTRATOR.

11 17.3 Personal Computer Equipment

12 No personal computers and/or personal electronic devices, such as  
13 tablets and laptop computers, or any component thereof, may be purchased with  
14 funds provided under this Agreement, regardless of purchase price, without prior  
15 written approval of ADMINISTRATOR. Any such purchase shall be in accordance  
16 with specifications provided by ADMINISTRATOR, be subject to the same inventory  
17 control conditions specified in Subparagraphs 17.1.1 to 17.1.4, and, at the  
18 sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination  
19 of this Agreement.

20 18. BREACH SANCTIONS

21 18.1 Failure by CONTRACTOR to comply with any of the provisions,  
22 covenants, or conditions of this Agreement shall be a material breach of this  
23 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate  
24 termination and any other remedies available at law, in equity, or otherwise  
25 specified in this Agreement:

26 18.1.1 Afford CONTRACTOR a time period within which to cure the  
27 breach, which period shall be established by ADMINISTRATOR; and/or

28 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the

1 period in which CONTRACTOR is in breach, which reimbursement shall not be  
2 entitled to later recovery; and/or

3 18.1.3 Offset against any monies billed by CONTRACTOR but yet  
4 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

5 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
6 pursuant to this Paragraph, which notice shall be deemed served on the date of  
7 mailing.

8 19. PAYMENTS

9 19.1 Maximum Contractual Obligation

10 The maximum obligation of COUNTY under this Agreement shall not  
11 exceed the amount of \$525,000, or actual allowable costs, whichever is less.  
12 The annual amount for each twelve (12) month period is as follows:

13 19.1.1 \$175,000 for July 1, 2018 through June 30, 2019;

14 19.1.2 \$175,000 for July 1, 2019 through June 30, 2020; ~~and~~

15 19.1.3 \$175,000 for July 1, 2020 through June 30, 2021; and-

16 ~~19.1.3~~ 19.1.4 \$175,000 for July 1, 2021 through June 30, 2022.

17 19.2 Allowable Costs

18 During the term of this Agreement, COUNTY shall pay CONTRACTOR  
19 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
20 pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved  
21 by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
22 for anticipated allowable costs that will be incurred by CONTRACTOR for June  
23 2019, ~~June~~ 2020, ~~and June~~ 2021, and 2022, during the month of such anticipated  
24 expenditure.

25 19.3 Claims

26 19.3.1 CONTRACTOR shall submit monthly claims to be received by  
27 ADMINISTRATOR no later than the fifteenth (15<sup>th</sup>) calendar day of the month for  
28 expenses incurred in the preceding month, except as detailed below in



1 | [Subparagraph 19.3.4](#). In the event the fifteenth (15<sup>th</sup>) calendar day falls on a  
2 weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business  
3 day. COUNTY holidays include New Year's Day, Martin Luther King Day, President  
4 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day,  
5 Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day,  
6 and Christmas Day.

7           19.3.2 All claims must be submitted on a form approved by  
8 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source  
9 documents with the monthly claim, including, inter alia, a monthly statement of  
10 services, general ledgers, supporting journals, time sheets, invoices, canceled  
11 checks, receipts, and receiving records, some of which may be required to be  
12 copied. Source documents that CONTRACTOR must submit shall be determined by  
13 ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all  
14 financial records in accordance with Paragraph 24 of this Agreement.

15           19.3.3 Payments should be released by COUNTY within a reasonable  
16 time period of approximately thirty (30) days after receipt of a correctly  
17 completed claim form and required supporting documentation.

18           19.3.4 Year End and Final Claims

19           19.3.4.1 CONTRACTOR shall submit a final claim for each  
20 COUNTY fiscal year, July 1 through June 30, covered under the term of this  
21 Agreement, as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each  
22 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
23 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
24 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim  
25 per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

26           19.3.4.2 The basis for final settlement shall be the  
27 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred  
28 and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the

1 maximum obligation of COUNTY. In the event that any overpayment has been made,  
2 COUNTY may offset the amount of the overpayment against the final payment. In  
3 the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY  
4 all such sums within five (5) business days of notice from COUNTY. Nothing  
5 herein shall be construed as limiting the remedies of COUNTY in the event an  
6 overpayment has been made.

7 20. OVERPAYMENTS

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

21 21. OUTSTANDING DEBT

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

25 22. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report  
27 within sixty (60) days after the termination of this Agreement, which shall  
28 summarize the activities and services provided by CONTRACTOR during the term of

1 this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the  
2 date upon which the final report must be submitted. Any agreement must be in  
3 writing.

4 ///

5 23. INDEPENDENT AUDIT

6 23.1 CONTRACTOR shall employ a licensed certified public accountant who  
7 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
8 related expenditures during the term of this Agreement in compliance with the  
9 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part  
10 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements  
11 for Federal Awards. If CONTRACTOR is not subject to the aforementioned  
12 regulations for any year covered during the term of this Agreement, CONTRACTOR  
13 shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's  
14 financial statements. The audit must be performed in accordance with generally  
15 accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY,  
16 State, and/or federal agencies to ensure that corrective action is taken within  
17 six (6) months after issuance of all audit reports with regard to audit  
18 exceptions.

19 23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle  
20 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies  
21 of organization-wide audits for each of the fiscal cycles corresponding with  
22 the term of this Agreement. CONTRACTOR shall provide each audit within fourteen  
23 (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply  
24 with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment  
25 under this or any subsequent Agreement with CONTRACTOR until such time as the  
26 required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify  
27 CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

28 24. RECORDS, INSPECTIONS, AND AUDITS

1           24.1 Financial Records

2           24.1.1 CONTRACTOR shall prepare and maintain accurate and  
3 complete financial records. Financial records shall be retained by CONTRACTOR  
4 for a minimum of five (5) years from the date of final payment under this  
5 Agreement, or until all pending COUNTY, State, and federal audits are completed,  
6 whichever is later.

7           24.1.2 CONTRACTOR shall establish and maintain reasonable  
8 accounting, internal control, and financial reporting standards in conformity  
9 with generally accepted accounting principles established by the American  
10 Institute of Certified Public Accountants and to the satisfaction of  
11 ADMINISTRATOR.

12           24.2 Client Records

13           24.2.1 CONTRACTOR shall prepare and maintain accurate and  
14 complete records of clients served and dates and type of services provided under  
15 the terms of this Agreement in a form acceptable to ADMINISTRATOR.

16           24.2.2 CONTRACTOR shall keep all COUNTY data provided to  
17 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years  
18 from the date of final payment under this Agreement, or until all pending  
19 COUNTY, State, and federal audits are completed, whichever is later. These  
20 records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY  
21 provides written approval for the right to store the records in another county.  
22 Notwithstanding anything to the contrary, upon termination of this Agreement,  
23 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
24 accordance with Subparagraph 41.2.

25           24.2.3 COUNTY may refuse payment for a claim if client records  
26 are determined by COUNTY to be incomplete or inaccurate. In the event client  
27 records are determined to be incomplete or inaccurate after payment has been  
28 made, COUNTY may treat such payment as an overpayment within the provisions of

1 this Agreement.

2 24.3 Public Records

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

7 24.4 Inspections and Audits

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

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

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

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

1           24.5 Evaluation Studies

2           24.5.1 CONTRACTOR shall participate, as requested by COUNTY, in  
3 research and/or evaluative studies designed to show the effectiveness and/or  
4 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
5 project.

6           25. PERSONNEL DISCLOSURE

7           25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
8 all personnel providing services hereunder, including résumés and job  
9 applications. Changes to the list will be immediately provided to  
10 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application.

11 The list shall include:

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

15           25.1.2 A brief description of the functions of each position and  
16 the hours each person works each week, or for part-time personnel, each day or  
17 month, as appropriate;

18           25.1.3 The professional degree, if applicable, and experience  
19 required for each position; and

20           25.1.4 The language skill, if applicable, for all personnel.

21           25.2 Where authorized by law, and in a manner consistent with California  
22 Government Code §12952, CONTRACTOR shall require prospective employees to  
23 provide detailed information regarding the conviction of a crime by any court  
24 for offenses other than minor traffic offenses. Information discovered  
25 subsequent to the hiring or promotion of any prospective employee shall be cause  
26 for termination from the performance of services under this Agreement.

27           25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
28 COUNTY, a criminal record background check on all employees (direct service and

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

8 25.4 CONTRACTOR shall ensure that clearances and background checks  
9 described in Subparagraph 25.3 are completed prior to CONTRACTOR's personnel  
10 providing services under this Agreement.

11 25.5 In the event a record is revealed through the processes described  
12 in Subparagraph 25.3, COUNTY will be available to consult with CONTRACTOR on  
13 appropriateness of personnel providing services through this Agreement.

14 25.6 CONTRACTOR warrants that all persons employed or otherwise assigned  
15 by CONTRACTOR to provide services under this Agreement have satisfactory past  
16 work records and/or reference checks indicating their ability to perform the  
17 required duties and accept the kind of responsibility anticipated under this  
18 Agreement. CONTRACTOR shall maintain records of background investigations and  
19 reference checks undertaken and coordinated by CONTRACTOR for each employee  
20 and/or volunteer assigned to provide services under this Agreement, for a  
21 minimum of five (5) years from the date of final payment under this Agreement,  
22 or until all pending COUNTY, State, and federal audits are completed, whichever  
23 is later, in compliance with all applicable laws.

24 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
25 arrest and/or subsequent conviction, for offenses, other than minor traffic  
26 offenses, of any paid employee and/or volunteer staff performing services under  
27 this Agreement, when such information becomes known to CONTRACTOR.  
28 ADMINISTRATOR may determine whether such employee and/or volunteer may continue

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

5 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
6 staff performing work hereunder, and any proposed changes in CONTRACTOR's staff.

7 25.9 COUNTY shall have the right to require CONTRACTOR to remove any  
8 employee from the performance of services under this Agreement. At the request  
9 of COUNTY, CONTRACTOR shall immediately replace said personnel.

10 25.10 CONTRACTOR shall notify COUNTY immediately when staff is terminated  
11 for cause from working on this Agreement.

12 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to Paragraph  
13 25, shall not relieve CONTRACTOR of its obligation to complete all work in  
14 accordance with the terms and conditions of this Agreement.

15 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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



1 which may be assessed against CONTRACTOR or COUNTY or both in connection with  
2 any alleged violation of any federal or State statutes or regulations pertaining  
3 to the eligibility for employment of any persons performing work under this  
4 Agreement.

5 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

6 27.1 CONTRACTOR certifies it is in full compliance with all applicable  
7 federal and State reporting requirements regarding its employees and with all  
8 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments  
9 and will continue to be in compliance throughout the term of the Agreement with  
10 the County of Orange. Failure to comply shall constitute a material breach of  
11 the Agreement and failure to cure such breach within sixty (60) calendar days  
12 of notice from the COUNTY shall constitute grounds for termination of the  
13 Agreement.

14 27.2 In the case of an individual contractor or contractor doing business  
15 in a form other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR  
16 within thirty (30) days of the award of this Agreement:

17 27.2.1 His/her name, date of birth, Social Security Number, and  
18 residence address; or

19 27.2.2 In the case of a contractor doing business in a form other  
20 than as an individual, the name, date of birth, Social Security Number, and  
21 residence address of each individual who owns an interest of ten percent (10%)  
22 or more in the contracting entity.

23 27.3 It is expressly understood that this data will be transmitted to  
24 governmental agencies charged with the establishment and enforcement of child  
25 support orders, and for no other purpose.

26 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

27 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to  
28 ensure that all employees, agents, subcontractors, and all other individuals

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

11 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

17 30. CONFIDENTIALITY

18 30.1 CONTRACTOR agrees to maintain the confidentiality of its records  
19 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
20 and all other provisions of law, and regulations promulgated thereunder relating  
21 to privacy and confidentiality, as each may now exist or be hereafter amended.

22 30.2 All records and information concerning any and all persons referred  
23 to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept  
24 confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors,  
25 and all other individuals performing services under this Agreement. CONTRACTOR  
26 shall require all of its employees, agents, subcontractors, and all other  
27 individuals performing services under this Agreement to sign an agreement with  
28 CONTRACTOR before commencing the provision of any such services, agreeing to

1 maintain confidentiality pursuant to State and federal law and the terms of  
2 this Agreement.

3 30.3 CONTRACTOR shall inform all of its employees, agents,  
4 subcontractors, and all other individuals performing services under this  
5 Agreement of this provision and that any person violating the provisions of  
6 said California state law may be guilty of a crime.

7 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
8 be subject to the confidentiality requirements of this Agreement.

9 31. SECURITY

10 31.1 Security Requirements

11 31.1.1 CONTRACTOR agrees to maintain the confidentiality of all  
12 COUNTY and COUNTY-related records and information pursuant to all statutory  
13 laws relating to privacy and confidentiality that currently exists or exists at  
14 any time during the term of this Agreement. CONTRACTOR represents and warrants  
15 that it has implemented and will maintain during the term of this Agreement  
16 administrative, physical, and technical safeguards to reasonably protect private  
17 and confidential client information, to protect against anticipated threats to  
18 the security or integrity of COUNTY data, and to protect against unauthorized  
19 physical or electronic access to or use of COUNTY data. Such safeguards and  
20 controls shall include at a minimum:

21 31.1.1.1 Storage of confidential paper files that  
22 ensures records are secured, handled, transported, and destroyed in a manner  
23 that prevents unauthorized access.

24 31.1.1.2 Control of access to physical and electronic  
25 records to ensure COUNTY data is accessed only by individuals with a need to  
26 know for the delivery of contract services.

27 31.1.1.3 Control to prevent unauthorized access and to  
28 prevent CONTRACTOR employees from providing COUNTY data to unauthorized

1 individuals.

2 31.1.1.4 Firewall protection.

3 31.1.1.5 Use of encryption methods of electronic COUNTY  
4 data while in transit from CONTRACTOR networks to external networks, when  
5 applicable.

6 31.1.1.6 Measures to securely store all COUNTY data,  
7 including, but not be limited to, encryption at rest and multiple levels of  
8 authentication and measures to ensure COUNTY data shall not be altered or  
9 corrupted without COUNTY's prior written consent. CONTRACTOR further represents  
10 and warrants that it has implemented and will maintain during the term of this  
11 Agreement administrative, technical, and physical safeguards and controls  
12 consistent with State and federal security requirements.

13 31.2 Security Breach Notification

14 31.2.1 CONTRACTOR shall have policies and procedures in place for  
15 the effective management of Security Breaches, as defined below. In the event  
16 of any actual, attempted, suspected, threatened, or reasonably foreseeable  
17 circumstance CONTRACTOR experiences or learns of that either compromises or  
18 could reasonably be expected to comprise COUNTY data through unauthorized use,  
19 disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall  
20 immediately notify COUNTY of its discovery. After such notification, CONTRACTOR  
21 shall, at its own expense, immediately:

22 31.2.1.1 Investigate to determine the nature and extent  
23 of the Security Breach.

24 31.2.1.2 Contain the incident by taking necessary  
25 action, including, but not limited to, attempting to recover records, revoking  
26 access, and/or correcting weaknesses in security.

27 31.2.1.3 Report to COUNTY the nature of the Security  
28 Breach, the COUNTY data used or disclosed, the person who made the unauthorized

1 use or received the unauthorized disclosure, what CONTRACTOR has done or will  
2 do to mitigate any harmful effect of the unauthorized use or disclosure, and  
3 the corrective action CONTRACTOR has taken or will take to prevent future  
4 similar unauthorized use or disclosure.

5 31.2.2 The COUNTY, at its sole discretion and on a case-by-case  
6 basis, will determine what actions are necessary in response to the Security  
7 Breach and who will perform these actions. Actions may include, but are not  
8 limited to: notifications; investigation and remediation costs, including  
9 notification of all whose personal information was disclosed; outside  
10 investigation; forensics; counsel; crisis management; and credit monitoring.  
11 In the event COUNTY determines CONTRACTOR will conduct additional action(s),  
12 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional  
13 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR  
14 shall reimburse COUNTY for costs associated to legally required actions.

15 32. COPYRIGHT ACCESS

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

20 33. WAIVER

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

28 34. PETTY CASH

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

3 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

4 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.  
5 The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose,  
6 including commercial advertisement, promotional purposes, announcements,  
7 displays, or press releases, without COUNTY's prior written consent is expressly  
8 prohibited.

9 35.2 CONTRACTOR may develop and publish information related to this  
10 Agreement where all of the following conditions are satisfied:

11 35.2.1 ADMINISTRATOR provides its written approval of the content  
12 and publication of the information at least thirty (30) days prior to CONTRACTOR  
13 publishing the information, unless a different timeframe for approval is agreed  
14 upon by the ADMINISTRATOR;

15 35.2.2 Unless directed otherwise by ADMINISTRATOR, the  
16 information includes a statement that the program, wholly or in part, is funded  
17 through County, State, and Federal Government funds;

18 35.2.3 The information does not give the appearance that the  
19 COUNTY, its officers, employees, or agencies endorse:

20 35.2.3.1 Any commercial product or service; and,

21 35.2.3.2 Any product or service provided by CONTRACTOR,  
22 unless approved in writing by ADMINISTRATOR; and

23 35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter,  
24 YouTube, or other publicly available social media sites) to publish information  
25 related to this Agreement, CONTRACTOR shall develop social media policies and  
26 procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply  
27 with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
28 media developed in support of the services described within this Agreement. The

1 policy is available on the Internet at  
2 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

3 36. REPORTS

4 36.1 CONTRACTOR shall provide information deemed necessary by  
5 ADMINISTRATOR to complete any State-required reports related to the services  
6 provided under this Agreement.

7 36.2 CONTRACTOR shall maintain records and submit reports containing  
8 such data and information regarding the performance of CONTRACTOR's services,  
9 costs, or other data relating to this Agreement, as may be requested by  
10 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify  
11 the provisions of this Paragraph upon written notice to CONTRACTOR.

12 37. ENERGY EFFICIENCY STANDARDS

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

16 38. ENVIRONMENTAL PROTECTION STANDARDS

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

22 38.1 No facility to be utilized in the performance of the proposed grant  
23 has been listed on the EPA List of Violating Facilities;

24 38.2 It will notify COUNTY prior to award of the receipt of any  
25 communication from the Director, Office of Federal Activities, U.S. EPA,  
26 indicating that a facility to be utilized for the grant is under consideration  
27 to be listed on the EPA List of Violating Facilities; and

28 38.3 It will notify COUNTY and EPA about any known violation of the above

1 laws and regulations.

2 39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
3 FEDERAL TRANSACTIONS

4 39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law  
5 101-121 pursuant to ~~Title 31 USC~~ Section 1352, Title 31, U.S. Code ~~and the~~  
6 ~~guidelines with respect to those provisions set down by the OMB and published~~  
7 ~~in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-~~  
8 ~~52332~~. Under these laws and regulations, it is mutually understood that any  
9 contract which utilizes federal monies in excess of \$100,000 must contain, and  
10 CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR  
11 that includes the text below in Subparagraphs 39.1.1 - 39.1.1.4. ~~cites the~~  
12 ~~following:~~

13 39.1.1 The undersigned certifies to the best of his or her  
14 knowledge and belief that: ~~The definitions and prohibitions contained in the~~  
15 ~~clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to~~  
16 ~~Influence Certain Federal Transactions, included in this solicitation, are~~  
17 ~~hereby incorporated by reference in 39.1.2 of this certification.~~

18 ~~39.1.2 The offeror, by signing its offer, hereby certifies to the~~  
19 ~~best of his or her knowledge and belief as of December 23, 1989, that~~

20 ~~39.1.2.1~~ 39.1.1.1 No federal appropriated funds have  
21 been paid or will be paid, by or on behalf of the undersigned, to any person  
22 for influencing or attempting to influence an officer or employee of any agency,  
23 a Member of Congress, an officer or employee of Congress, or an employee of a  
24 Member of Congress ~~on his or her behalf~~ in connection with the awarding of any  
25 federal contract, the making of any federal grant, the making of any federal  
26 loan, the entering into of any cooperative agreement, and the extension,  
27 continuation, renewal, amendment, or modification of any federal contract,  
28 grant, loan or cooperative agreement;



1 ~~39.1.2.2~~39.1.1.2 If any funds other than federal  
 2 appropriated funds ~~(including profit or fee received under a covered federal~~  
 3 ~~transaction)~~ have been paid, or will be paid, to any person for influencing or  
 4 attempting to influence an officer or employee of any agency, a Member of  
 5 Congress, an officer or employee of Congress, or an employee of a Member of  
 6 Congress on his or her behalf in connection with this ~~solicitation~~Agreement,  
 7 grant, loan, or cooperative agreement, the ~~offeror~~undersigned shall complete  
 8 and submit ~~with its offer, OMB standard form~~Standard Form LLL, "Disclosure of  
 9 Form to Report Lobbying" ~~Activities, to the Contracting Officer~~in accordance  
 10 with its instructions; ~~and~~

11 ~~39.1.2.3~~39.1.1.3 The undersigned shall require that  
 12 the language of this certification be included in the award documents for all  
 13 subawards at all tiers (including subcontracts, subgrants, and contracts under  
 14 grants loans and cooperative agreements) and that subrecipients~~He or she will~~  
 15 ~~include the language of this certification in all subcontract awards at any~~  
 16 ~~tier and require that all recipients of subcontract awards in excess of \$100,000~~  
 17 shall certify and disclose accordingly.

18 ~~39.1.3~~39.1.2 This certification is a material representation  
 19 of fact upon which reliance was placed when this transaction was made or entered  
 20 into. Submission of this certification ~~and disclosure~~ is a prerequisite for  
 21 making or entering into this ~~Agreement~~transaction imposed by Section 1352,  
 22 Title 31, USC U.S. Code. Any person who ~~makes an expenditure prohibited under~~  
 23 ~~this provision or who~~ fails to file ~~or amend the disclosure form to be filed or~~  
 24 ~~amended by this provision,~~ the required certification shall be subject to a  
 25 civil penalty of not less than \$10,000, and not more than \$100,000, for each  
 26 such failure.

27 40. POLITICAL ACTIVITY

28 CONTRACTOR agrees that the funds provided herein shall not be used to

1 promote, directly or indirectly, any political party, political candidate, or  
2 political activity, except as permitted by law.

3 41. TERMINATION PROVISIONS

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

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

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

1           41.4 The obligations of COUNTY under this Agreement are contingent upon  
2 the availability of federal and/or State funds, as applicable, for the  
3 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
4 for the services hereunder in the budget approved by the Orange County Board of  
5 Supervisors each fiscal year this Agreement remains in effect or operation. In  
6 the event that such funding is terminated or reduced, ADMINISTRATOR may  
7 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
8 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
9 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
10 notification of such determination. CONTRACTOR shall immediately comply with  
11 ADMINISTRATOR's decision.

12           41.5 If any term, covenant, condition, or provision of this Agreement or  
13 the application thereof is held invalid, void, or unenforceable, the remainder  
14 of the provisions in this Agreement shall remain in full force and effect and  
15 shall in no way be affected, impaired, or invalidated thereby.

16       42. GOVERNING LAW AND VENUE

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

26       43. SIGNATURE IN COUNTERPARTS

27           The parties agree that separate copies of this Agreement may be signed by  
28 each of the parties, and this Agreement will have the same force and effect as

1 if the original had been signed by all the parties.

2 CONTRACTOR represents and warrants that the person executing this  
3 Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual  
4 authority to bind CONTRACTOR to each and every term, condition and obligation  
5 of this Agreement and that all requirements of CONTRACTOR have been fulfilled  
6 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: \_\_\_\_\_  
PAMELA AUSTIN CHAIRMAN  
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
FAMILY SUPPORT NETWORK COUNTY OF ORANGE, CALIFORNIA

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

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

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

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

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
FAMILY SUPPORT NETWORK

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

SUPPORT SERVICES

1. OVERVIEW

1.1 As the Wraparound Orange County (Wrap OC) Support Services provider, CONTRACTOR shall:

1.1.1 Recruit, train, and support Parent Partners in accordance with the Wrap OC model, to provide culturally responsive and linguistically appropriate services to Participants;

1.1.2 Refer qualified prospective Parent Partner candidates to the Wrap OC Provider Agencies for potential employment;

1.1.3 Develop and maintain an Information and Referral Database with up-to-date information on available resources within the County and surrounding communities;

1.1.4 Foster relationships with community businesses to obtain donated goods and services for Wrap OC; and

1.1.5 Report to ADMINISTRATOR various data received from surveys, such as the Family Satisfaction survey, for the Wraparound Fidelity Index (WFI) Summary Report.

2. SERVICE STANDARDS

2.1 CONTRACTOR shall adhere to Wrap OC Standards, which are incorporated

1 herein by reference, as determined and provided by Wraparound Oversight Group  
2 (WOG). CONTRACTOR shall participate with COUNTY and/or Wrap OC Provider  
3 Agencies in the development and delivery of ongoing Wrap OC training to Parent  
4 Partners. COUNTY shall provide continuing training to CONTRACTOR in Wrap OC  
5 Standards as deemed necessary by COUNTY.

6 2.2 CONTRACTOR shall adhere to Wrap OC Standards and additional job  
7 specific standards provided by ADMINISTRATOR when training Parent Partners.  
8 CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload standards as  
9 set forth in this Paragraph and as authorized by COUNTY, without reducing the  
10 level of service to be provided by CONTRACTOR. This agreement must be in writing.

11 2.3 CONTRACTOR shall recruit Parent Partners to work for Wrap OC  
12 Provider Agencies and train Parent Partners in accordance with Wrap OC  
13 Standards.

14 2.4 CONTRACTOR shall be required to ensure that Parent Partners are  
15 aware Wrap OC may be provided at any location in Orange County or in contiguous  
16 counties, twenty-four (24) hours a day, and on any day of the year.

17 2.5 CONTRACTOR shall provide services pursuant to this Agreement in a  
18 manner that is culturally responsive and linguistically appropriate for the  
19 population(s) served. CONTRACTOR shall continue to develop and implement  
20 policies and procedures that are culturally responsive and linguistically  
21 appropriate using standards provided by COUNTY. CONTRACTOR shall maintain  
22 documentation of such efforts, which may include, but are not limited to:

23 2.5.1 Participation in COUNTY sponsored and other applicable  
24 training;

25 2.5.2 Availability of literature in multiple languages and formats  
26 as appropriate; and

27 2.5.3 Identification of measures taken to enhance accessibility  
28 for, and sensitivity to, individuals and communities with physical, emotional,

1 behavioral, or other challenges.

2 2.6 CONTRACTOR shall recruit, hire and retain staff that can provide  
3 culturally responsive and linguistically appropriate services to the diverse  
4 population served by Wrap OC.

5 2.7 CONTRACTOR shall obtain annual updated clearances on CONTRACTOR's  
6 staff; maintain a method of obtaining timely and subsequent updated personnel  
7 records notifications including monitoring of Driver License suspensions,  
8 tickets, accidents or other vehicular violations. If any subsequent negative  
9 record information is obtained, CONTRACTOR shall immediately notify  
10 ADMINISTRATOR.

### 11 3. RECRUITMENT EXPECTATIONS

12 A Parent Partner must have a combination of life experiences in assisting  
13 children with serious emotional and/or behavioral problems, and a willingness  
14 to use personal experiences to assist others. A potential Parent Partner may  
15 possess personal experience and involvement with SSA, Probation Department,  
16 Mental Health System, Foster Care System, and/or other large governmental  
17 bureaucracy, such as Regional Center.

18 3.1 CONTRACTOR shall notify ADMINISTRATOR of the date(s) that a Parent  
19 Partner is screened and sent to a Wrap OC Provider Agency. CONTRACTOR shall  
20 recruit and refer only those prospective Parent Partners who meet the hiring  
21 expectations as provided by ADMINISTRATOR in Paragraph 3 of this Exhibit A.  
22 ADMINISTRATOR may, in its sole discretion, modify said expectations.

23 3.2 CONTRACTOR shall ensure that any potential Parent Partner possesses  
24 the following:

25 3.2.1 Experience in managing the care of an immediate family  
26 member, or being the caregiver for a child/youth who has been involved with the  
27 COUNTY'S Child Welfare Services, Probation Department, or Mental Health System  
28 because of serious emotional or behavioral problems;



1                   3.2.2     At least two (2) years of full time equivalent experience  
2 (paid or unpaid) accessing services to address serious emotional or behavioral  
3 problems;

4                   3.2.3     Familiarity with community resources; and

5                   3.2.4     Willingness to:

6                   3.2.4.1    Provide emotional support to the Participant's  
7 family for the entire period the Participant is enrolled in the Wrap OC program,  
8 through face-to-face meetings or via telephone;

9                   3.2.4.2    Be available to the Participant's family on an  
10 on-call basis;

11                  3.2.4.3    Ensure that all persons involved in the Wrap  
12 OC program treat the Participant and the Participant's family with respect;

13                  3.2.4.4    Provide resource information to the  
14 Participant's family;

15                  3.2.4.5    Assist the Participant's family in accessing  
16 strengths-based mental health, social services, educational services, and other  
17 supports as identified by the Wrap OC Child and Family Team (Wrap CFT);

18                  3.2.4.6    Assist the Participant's family in ensuring  
19 that services provided are responsive to the Participant's goals and needs, as  
20 identified by the Participant and the Wrap CFT;

21                  3.2.4.7    Assist the Participant's family in ensuring  
22 that the Wrap CFT is participating in all phases of developing and implementing  
23 the Participant's Plan of Care (POC);

24                  3.2.4.8    Assist the Participant's family in seeking new  
25 services and/or resources needed for the Participant;

26                  3.2.4.9    Participate in bimonthly Parent Partner  
27 meetings, or as directed by ADMINISTRATOR; and

28                  3.2.4.10   Communicate with Wrap OC Provider Agencies to

1 discuss all problems or issues in providing Wrap OC.

2 3.3 CONTRACTOR shall refer qualified prospective Parent Partner(s) to  
3 Wrap OC Provider Agency(ies) for potential employment.

4 3.4 CONTRACTOR shall collaborate with community support groups to  
5 identify potential Parent Partners.

6 4. TRAINING EXPECTATIONS

7 4.1 CONTRACTOR shall partner with ADMINISTRATOR, as requested, to train  
8 Wrap OC Provider Agency staff, including Parent Partners, in the usage of  
9 ADMINISTRATOR's database system.

10 4.2 CONTRACTOR shall prepare quarterly and annual reports summarizing  
11 Wrap OC trainings conducted and related information, including but not limited  
12 to: training dates, number of attendees, presenters' names and titles, and  
13 training hours. CONTRACTOR shall also conduct training evaluations and provide  
14 ADMININSTRATOR with results of all training evaluations and training hours.

15 4.3 CONTRACTOR shall be required to participate in the development of  
16 additional training and training materials for Parent Partners, Care  
17 Coordinators, Wrap OC Provider Agency staff and ADMINISTRATOR staff, as  
18 determined by COUNTY.

19 4.4 Parent Partner Training

20 4.4.1 CONTRACTOR shall train Parent Partners to assist  
21 Participants' families with the goal of providing the least-restrictive, most  
22 family-like settings possible to children/youth/Non Minor Dependents (NMDs).

23 4.4.2 CONTRACTOR shall provide certification training (i.e. New  
24 Parent Partner Training) at least two (2) times per calendar year. ADMINISTRATOR  
25 will provide Wrap OC philosophy and policies to CONTRACTOR to include in  
26 certification training. Wrap OC Provider Agencies shall require all Parent  
27 Partners to complete mandatory Wrap OC Four (4)-Day Core Training in Wrap OC  
28 philosophy and policies.

1           4.4.3     CONTRACTOR shall offer monthly Parent Partner one (1)-day  
2 trainings for all newly hired Parent Partners. In order to hold the training  
3 on a convenient date for all parties, the Parent Partner one (1)-day training  
4 may be postponed to a later date upon mutual agreement between the Parent  
5 Partner, Wrap OC Provider Agency, and CONTRACTOR.

6           4.4.4     CONTRACTOR shall retain sign-in sheets collected at each  
7 Parent Partner training to verify attendance.

8           4.4.5     CONTRACTOR shall ensure that Parent Partners are familiar  
9 with and have a detailed knowledge of the following Wrap OC program elements:

10                   4.4.5.1     Wrap OC Referral Process, including, but not  
11 limited to: source of referral, referral reason, referral date, and enrollment  
12 date;

13                   4.4.5.2     Intake Concerns, including, but not limited  
14 to: abuse/neglect by parent(s), the Participant's progress and/or behavior in  
15 the school/community, and/or the Participant's acting out, alcohol/substance  
16 use, and severe aggressiveness;

17                   4.4.5.3     Required Participant Demographics, including,  
18 but not limited to: name, gender, unique case number, address, date of birth,  
19 race, ethnicity, and primary language of Participant and family;

20                   4.4.5.4     Placement, including, but not limited to:  
21 caregiver's name and relationship to Participant, and placement at the time of  
22 Participant's referral;

23                   4.4.5.5     Medical Status;

24                   4.4.5.6     Participant's Legal Status, including, but not  
25 limited to: Ward or Dependent of the Juvenile Court and/or engaged in Family  
26 Reunification (FR), Family Maintenance (FM), Voluntary Family Services (VFS),  
27 or Adoption Assistance Program (AAP);

28                   4.4.5.7     School Status;

1 4.4.5.8 Participant's POC Elements, including, but not  
2 limited to: needs; types of services/life areas; date(s) authorized, initiated,  
3 and discontinued; progress in past month/outcome(s); continuing service(s);  
4 discontinued service(s) and reason(s); and added service(s) and reason(s);

5 4.4.5.9 Assessment(s), including, but not limited to:  
6 Participant's emotional adjustment, Participant's behavioral adjustment, and  
7 Participant's family functioning;

8 4.4.5.10 Outcome Measurements, including the  
9 Participant's emotional, behavioral, and social status;

10 4.4.5.11 Family Satisfaction Survey(s), Wraparound  
11 Fidelity Index (WFI); and

12 4.4.5.12 ADMINISTRATOR's database system, when  
13 accessible.

14 4.5 Parent Partner Professional Growth

15 4.5.1 CONTRACTOR shall provide a minimum of one (1) Parent  
16 Partner Professional Growth support group/training meeting bimonthly.

17 4.5.2 CONTRACTOR shall notify the Wrap OC Provider Agencies and  
18 ADMINISTRATOR of the location and times of all Parent Partner Professional  
19 Growth support/group training meetings.

20 4.6 Wrap OC Training Committee

21 The Wrap OC Training Committee is comprised of staff from the Wrap  
22 OC Provider Agencies, CONTRACTOR, and ADMINISTRATOR.

23 4.6.1 CONTRACTOR shall participate with the Wrap OC Training  
24 Committee in the:

25 4.6.1.1 Review and evaluation of Wrap OC training  
26 effectiveness;

27 4.6.1.2 Modification of Wrap OC training to meet  
28 population needs; and

1 4.6.1.3 Delivery of ongoing Wrap OC training.

2 4.6.2 CONTRACTOR shall participate in the Wrap OC Training  
3 Committee and help conduct and track attendance of Wrap OC trainings, as  
4 requested by ADMINISTRATOR. Training shall include, but not be limited to Wrap  
5 OC Four (4)-Day Core Training and Wrap OC Overview Training.

6 4.7 Wrap OC Four (4)-Day Core Training

7 The Wrap OC Four (4)-Day Core Training is held at least twice a  
8 year to train new Parent Partners, Care Coordinators and Youth Partners, and  
9 any other Wrap OC Provider Agency or ADMINISTRATOR staff required to receive  
10 this training as determined by ADMINISTRATOR.

11 The Wrap OC Four (4)-Day Core Training is coordinated and provided  
12 by the Wrap OC Training Committee. The training is held in the offices of one  
13 of the Wrap OC Provider Agencies or a COUNTY facility, depending upon  
14 availability. ADMINISTRATOR reserves the right to change the location of the  
15 training as may be needed.

16 4.7.1 CONTRACTOR shall participate in the development of  
17 training materials and provide training for the Wrap OC Four (4)-Day Core  
18 Training as part of the Wrap OC Training Committee.

19 4.8 Wrap OC Overview Training

20 The Wrap OC Overview Training is a mandatory introductory overview  
21 of the Wrap OC model. The training is usually held monthly for newly hired  
22 Wrap OC Provider Agency staff and COUNTY social workers, probation officers and  
23 mental health clinicians who have not had the opportunity to attend the Wrap OC  
24 Four (4)-Day Core Training. Attendees may also include staff from other Children  
25 and Family Services (CFS) programs and COUNTY staff as determined by  
26 ADMINISTRATOR.

27 The Wrap OC Overview Trainings will be held in the offices of one  
28 of the Wrap OC Provider Agencies or a COUNTY facility, as may be available.

1 ADMINISTRATOR reserves the right to change the location of the training as may  
2 be needed.

3 4.8.1 CONTRACTOR shall participate in the development of  
4 training materials and provide training for Wrap OC Overview Training as part  
5 of the Training Committee.

6 4.9 Wrap OC Institute Training

7 Wrap OC Institute is a mandatory monthly training designed to provide a  
8 forum for dissemination of training to Wraparound Review and Intake Team (WRIT)  
9 and all Wrap OC Provider Agencies on a wide range of applicable topics. The  
10 purpose of the training is to increase Wrap OC staff knowledge and skills  
11 related to the Wrap OC process and service delivery and resource linkages,  
12 enhance collaboration among providers and community partners, and strengthen  
13 positive outcomes for children/youth, young adults and families.

14 4.9.1 CONTRACTOR shall provide support for and participate in  
15 this monthly mandatory training as scheduled by ADMINISTRATOR.

16 4.9.2 Support and participation activities shall include, but  
17 not be limited to: scheduling and paying speakers, as applicable; facilitating  
18 trainings and resource fairs; obtaining and copying handouts for Participants,  
19 as applicable; and providing snacks or refreshments.

20 5. INFORMATION AND REFERRAL DATABASE EXPECTATIONS

21 5.1 CONTRACTOR shall develop and maintain an Information and Referral  
22 Database with up-to-date information on available resources within Orange County  
23 and surrounding communities, such as community-based organizations providing  
24 food assistance, housing services, children's recreational activities,  
25 counseling services, automobile repair shops, etc.

26 5.2 CONTRACTOR shall periodically verify service information with  
27 community-based organizations and resource providers to ascertain accuracy of  
28 information.

1           5.3    CONTRACTOR shall assist Wrap OC Provider Agencies to access resource  
2 services.

3           5.4    CONTRACTOR shall collect data relevant to Wrap OC Provider Agencies’  
4 usage of resources from the Information and Referral Database. Data collected  
5 shall include, but not be limited to, the following:

6                   5.4.1    Resources provided to each Wrap OC Provider Agency;

7                   5.4.2    All follow-up attempts;

8                   5.4.3    Date(s) item(s) are picked up by each Wrap OC Provider  
9 Agency; and

10                   5.4.4    Database usage.

11    6.    SURVEY EXPECTATIONS

12           6.1    CONTRACTOR shall complete Family Satisfaction Surveys of Wrap OC  
13 Participants and their families following the conclusion of Wrap OC and Provider  
14 Network Program (PNP) services.

15                   6.1.1    CONTRACTOR shall track Participants surveyed and their  
16 respective responses; document contacts, interviews, and scheduling times,  
17 including all scheduling attempts; collect complete data from Participants  
18 surveyed and enter data onto ADMINISTRATOR’s database system, as directed by  
19 ADMINISTRATOR.

20           6.2    CONTRACTOR shall assign Wraparound Fidelity Index (WFI)  
21 identification numbers to Participants, Participants’ families, Wrap CFTs as  
22 required, and Wrap OC Provider Agency staff; track those surveyed and their  
23 respective responses; document contacts, interviews, and scheduling times  
24 including all scheduling attempts; collect complete data from those surveyed,  
25 and enter data onto spreadsheets, as directed by ADMINISTRATOR.

26                   6.2.1    If a Wrap OC Provider Agency staff does not respond to  
27 CONTRACTOR’s request for WFI survey participation, CONTRACTOR shall contact the  
28 respective Wrap OC Provider Agency’s Wraparound Director to enlist the

1 director's assistance in obtaining the staff member's responses to WFI.  
2 CONTRACTOR shall document all such calls to Wraparound Directors and the results  
3 of those calls.

4 6.3 CONTRACTOR shall survey WRIT-approved commencements, which are  
5 deemed ready for survey, within ten (10) business days from the date commencement  
6 is approved by WRIT.

7 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES

8 In addition to providing the services described in Paragraphs 3 through  
9 6 of this Exhibit A, CONTRACTOR agrees to:

10 7.1 Meet regularly with WOG and WRIT to discuss trends, and to discuss  
11 and resolve any Wrap OC Program Support issues;

12 7.2 Participate with ADMINISTRATOR in the planning, design and  
13 implementation of a Quality Improvement (QI) Program. CONTRACTOR shall  
14 participate in quarterly QI meetings with ADMINISTRATOR; and

15 7.3 Participate as an active member and attend regularly scheduled  
16 meetings with ADMINISTRATOR and Wrap OC Provider Agency staff. ADMINISTRATOR  
17 may, at its sole discretion, modify these meetings to best meet the needs of  
18 the COUNTY. Meetings include but are not limited to:

19 7.3.1 Wrap OC Training Committee Meetings which meet monthly for  
20 one and a half (1½) hours to review upcoming training(s);

21 7.3.2 Wrap OC Provider Agency Meetings which are held the second  
22 Monday of each month or as determined by ADMINISTRATOR;

23 7.3.3 WRIT Meetings which are held every Wednesday, or as  
24 determined by ADMINISTRATOR, to review and discuss POCs and case assignments;  
25 and

26 7.3.4 Technical Assistance Meetings which meet as requested.  
27 Meeting dates, time and duration may vary depending on Wrap OC Provider Agency  
28 needs for technical assistance.



1           7.4 Participate in ADMINISTRATOR’s Utilization Review of Wrap OC  
2 Provider Agencies, as directed by ADMINISTRATOR.

3           8.    REPORTS

4           In addition to the reporting requirements referenced in Paragraph 36 of  
5 this Agreement, CONTRACTOR shall establish procedures, as approved by  
6 ADMINISTRATOR, to document fiscal and service delivery data regarding Wrap OC  
7 Support Services. CONTRACTOR shall submit to ADMINISTRATOR Wrap OC Support  
8 Services data in formats that include, but are not limited to, month and year-  
9 to-date summaries, fiscal and service delivery data, and the following:

10           8.1   Monthly Report

11           8.1.1 CONTRACTOR shall develop and submit to ADMINISTRATOR by  
12 the twentieth (20<sup>th</sup>) of each month, in a format approved by ADMINISTRATOR,  
13 reports providing, but not limited to, the following:

14                   8.1.1.1    The monthly costs incurred for recruiting and  
15 training Parent Partners;

16                   8.1.1.2    The following service delivery data: and  
17                           8.1.1.2.1 Description of efforts made to  
18 recruit qualified Parent Partners;

19                           8.1.1.2.2 Number of inquiries made by parties  
20 interested in enrolling in the Parent Partner training program;

21                           8.1.1.2.3 Number of enrollments in the Parent  
22 Partner training program;

23                           8.1.1.2.4 Number of individuals completing  
24 the Parent Partner training program;

25                           8.1.1.2.5 Number of potential Parent Partners  
26 screened and referred to any Wrap OC Provider Agency;

27                           8.1.1.2.6 Post-training satisfaction survey  
28 results, Family Satisfaction Surveys, and WFI survey results, including “no

1 response” data; and

2 8.1.1.2.7 Date(s) when mandatory training  
3 such as, but not limited to, the Wrap OC Four (4)-Day Core Training, the Wrap  
4 OC Overview Training, and other monthly trainings were completed.

5 8.1.1.3 The following resource development data:

6 8.1.1.3.1 Number of resources;

7 8.1.1.3.2 Types of resources;

8 8.1.1.3.3 Resource updates;

9 8.1.1.3.4 Number of requests for information  
10 and referrals;

11 8.1.1.3.5 Actual number of referrals;

12 8.1.1.3.6 Dates of the requests for  
13 information and referrals; and

14 8.1.1.3.7 Response dates.

15 8.2 Quarterly and Annual Reports

16 8.2.1 CONTRACTOR shall prepare quarterly and annual reports  
17 summarizing Wrap OC trainings conducted and related information, including but  
18 not limited to: training dates, number of attendees, title and presenters’ names  
19 and training hours.

20 8.2.2 CONTRACTOR shall develop, in a format provided or approved  
21 by ADMINISTRATOR, and submit to ADMINISTRATOR quarterly, written reports on  
22 fiscal and programmatic trends. In lieu of the quarterly written reports,  
23 CONTRACTOR may meet in person with ADMINISTRATOR’s staff to discuss fiscal and  
24 programmatic trends. Programmatic reports shall include, but not be limited,  
25 to the following:

26 8.2.2.1 Description of the CONTRACTOR’s progress in  
27 implementing the provisions of this Agreement;

28 8.2.2.2 Any pertinent facts or interim findings, staff

1 changes, and reasons for any such changes; and

2 8.2.2.3 Information as to whether the CONTRACTOR is or  
3 is not progressing satisfactorily in achieving the terms of this Agreement and  
4 if not, what steps will be taken to achieve satisfactory progress.

5 8.3 Miscellaneous Wrap OC Support Services Report(s)

6 8.3.1 CONTRACTOR shall comply with ADMINISTRATOR's request for  
7 additional reports regarding CONTRACTOR'S progress in Wrap OC Support Services.  
8 Reports shall be prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR  
9 will provide details as to the nature of the information requested in additional  
10 reports, and will allow CONTRACTOR thirty (30) calendar days to respond whenever  
11 possible.

12 9. GOALS AND OUTCOME OBJECTIVES

13 9.1 Goals

14 9.1.1 CONTRACTOR shall screen, interview, and refer as many  
15 prospective Parent Partners as needed to fill a vacancy as soon as possible,  
16 when a Wrap OC Provider Agency has an opening for the Parent Partner position.

17 9.1.1.1 CONTRACTOR shall keep a file of prospective  
18 Parent Partner candidates that can be contacted when there is a vacant Parent  
19 Partner position.

20 9.1.2 CONTRACTOR shall maintain up-to-date information on the  
21 availability of resources within the community, verify such information, and  
22 assist Wrap OC Provider Agencies' staff to access resource services.

23 9.1.3 CONTRACTOR shall complete satisfaction surveys of Wrap OC  
24 Participants and their families, including telephone interviews utilizing the  
25 WFI survey to measure the impact of Wrap OC on the Participant, family and  
26 service providers at the time of survey.

27 9.2 Outcomes

28 9.2.1 CONTRACTOR shall offer a minimum of one hundred fifty (150)

1 resource referrals per month to Wrap OC Provider Agencies.

2 9.2.2 CONTRACTOR shall provide support for and participate in a  
3 minimum of eleven (11) Wrap OC Institute trainings per year.

4 9.2.2.1 Support and participation activities shall  
5 include, but not be limited to: scheduling and paying speakers, as applicable;  
6 facilitating trainings and resource fairs; obtaining and copying handouts for  
7 Participants, as applicable; and providing snacks or refreshments.

8 9.2.3 CONTRACTOR shall track and provide evaluation results for  
9 a minimum of eleven (11) Wrap OC Institute trainings per year.

10 9.2.4 CONTRACTOR shall track and provide evaluation results for  
11 one hundred percent (100%) of Wrap OC Four (4)-Day Core Training events.

12 9.2.5 CONTRACTOR shall complete a minimum of five (5) Family  
13 Satisfaction survey attempts for each prospective survey participant per month.  
14 CONTRACTOR shall document reasonable efforts made for those families not  
15 surveyed.

16 9.2.6 CONTRACTOR shall complete a minimum of five (5) WFI survey  
17 attempts for each prospective survey participant per month. CONTRACTOR shall  
18 document reasonable efforts made for those Participants, Participants' families,  
19 and Wrap OC Provider Agency staff not surveyed.

20 10. QUALITY ASSURANCE/QUALITY CONTROL

21 10.1 Throughout the term of this Agreement, CONTRACTOR shall establish  
22 and utilize a comprehensive internal Quality Control Plan (QCP), in a format  
23 approved by ADMINISTRATOR, to monitor the level of program service and quality.  
24 The QCP shall be updated and resubmitted for ADMINISTRATOR approval when changes  
25 occur. The QCP shall include, but not be limited to, the following:

26 10.1.1 The method for ensuring the services, deliverables, and  
27 requirements defined in this Agreement are being provided at or above the level  
28 of quality per this Agreement;

1           10.1.2 The method for assuring that the professional staff  
2 rendering services under this Agreement have the necessary qualifications;

3           10.1.3 The method of identifying and preventing deficiencies in  
4 the quality of services as defined by COUNTY policy; and

5           10.1.4 The method for providing ADMINISTRATOR with a copy of  
6 CONTRACTOR case reviews, a clear description of, and corrective action taken,  
7 to resolve identified problems.

8       11. HOURS OF OPERATION

9           11.1 At a minimum, CONTRACTOR shall provide services Monday through  
10 Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by  
11 the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to  
12 provide the contracted services on holidays, whenever possible.

13           11.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
14 schedule which is as follows: New Year's Day, Martin Luther King Day, President  
15 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day,  
16 Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and  
17 Christmas Day. CONTRACTOR shall obtain prior written approval from  
18 ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours  
19 listed in Subparagraph 11.1 of this Exhibit A. Any unauthorized closure shall  
20 be deemed a material breach of this Agreement, pursuant to Paragraph 18, and  
21 shall not be reimbursed.

22       12. FACILITIES

23           Services under this Agreement shall be provided at:

24                   Family Support Network  
25                   1015 S. Placentia Ave.  
26                   Fullerton, CA 92831

27           CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the  
28 facility(ies) and location(s) where services shall be provided without changing

COUNTY's maximum obligation.

13. BUDGET

The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

Budget for the Period of July 1, 2018 through June 30, 2019

<u>SALARIES</u>	<u>FTE<sup>(1)</sup></u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
<b><u>DIRECT SERVICE POSITIONS</u></b>				
Parent Partner Coordinator	0.70	23.00 - 25.00	25.00	\$ 34,242
Data Collection Specialist (bilingual)	0.98	18.00 - 19.00	19.00	38,272
Resource Specialist (bi-lingual)	1.00	17.00 - 18.00	18.00	<u>37,440</u>
SUBTOTAL DIRECT SERVICE SALARIES				\$ 109,954
DIRECT SERVICE BENEFITS <sup>(3)</sup> (15.06% TOTAL)				16,560
TOTAL DIRECT SALARIES AND BENEFITS				<u>\$ 126,514</u>
<b><u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u></b>				
Executive Director	0.05	40.00 - 53.00	53.00	\$ 5,512
Accounting Manager	0.12	24.00 - 28.00	28.00	6,422
SUBTOTAL ADMINISTRATIVE SALARIES				\$ 11,934
ADMINISTRATIVE SERVICE BENEFITS <sup>(3)</sup> (15.39% TOTAL)				1,836
TOTAL ADMINISTRATIVE SALARIES/BENEFITS				<u>\$ 13,770</u>
TOTAL ALL SALARIES AND BENEFITS				<u>\$ 140,284</u>
<b><u>SERVICES AND SUPPLIES</u></b>				
Independent Audit				\$ 3,450
Payroll Processing				410
Office Supplies				3,146
Telephone				850
Mileage <sup>(5)</sup>				2,050
Postage				300
Advertising				600
Gift Certificates				2,000
Training				<u>10,000</u>
SUBTOTAL SERVICES AND SUPPLIES				\$ 22,806
<b><u>OPERATING EXPENSES</u></b>				

1	Facility Lease/Rental	\$ 7,060
2	Maintenance	800
3	Utilities	2,000
4	Insurance	2,050
5	SUBTOTAL OPERATING EXPENSES	<u>\$ 11,910</u>
6	TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 34,716
7	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	<u>\$ 175,000</u>
8	<b>TOTAL ANNUAL BUDGET (7/1/18- 6/30/19)</b>	<b><u>\$ 175,000</u></b>

**Budget for the Period of July 1, 2019 through June 30, 2020**

	<u>SALARIES</u>	<u>FTE<sup>(1)</sup></u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>	
<b><u>DIRECT SERVICE POSITIONS</u></b>						
11	Parent Partner Coordinator	0.70	23.00 - 25.00	25.00	\$ 34,242	
12	Data Collection Specialist (bilingual)	0.98	18.00 - 19.00	19.00	38,272	
13	Resource Specialist (bi-lingual)	1.00	17.00 - 18.00	18.00	<u>37,440</u>	
14	SUBTOTAL DIRECT SERVICE SALARIES				\$ 109,954	
15	DIRECT SERVICE BENEFITS <sup>(3)</sup> (15.11% TOTAL)				16,614	
16	TOTAL DIRECT SALARIES AND BENEFITS				<u>\$ 126,568</u>	
17	<b><u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u></b>					
18	Executive Director	0.05	40.00 - 53.00	53.00	\$ 5,512	
19	Accounting Manager	0.12	24.00 - 28.00	28.00	6,422	
20	SUBTOTAL ADMINISTRATIVE SALARIES				\$ 11,934	
21	ADMINISTRATIVE SERVICE BENEFITS <sup>(3)</sup> (15.44% TOTAL)				1,843	
22	TOTAL ADMINISTRATIVE SALARIES/BENEFITS				<u>\$ 13,777</u>	
23	TOTAL ALL SALARIES AND BENEFITS				<u>\$ 140,345</u>	
24	<b><u>SERVICES AND SUPPLIES</u></b>					
25	Independent Audit				\$ 3,450	
26	Payroll Processing				410	
27	Office Supplies				2,824	
28	Telephone				850	
	Mileage <sup>(5)</sup>				2,050	
	Postage				300	

1	Advertising	600
	Gift Certificates	2,000
2	Training	10,000
3	SUBTOTAL SERVICES AND SUPPLIES	\$ 22,484
4	<u>OPERATING EXPENSES</u>	
	Facility Lease/Rental	\$ 7,272
5	Maintenance	808
6	Utilities	2,020
7	Insurance	2,071
8	SUBTOTAL OPERATING EXPENSES	\$ 12,171
9	TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 34,655
10	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 175,000
11	<b>TOTAL ANNUAL BUDGET (7/1/19- 6/30/20)</b>	<b>\$ 175,000</b>

Budget for the Period of July 1, 2020 through June 30, 2021

	<u>SALARIES</u>	<u>FTE<sup>(1)</sup></u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
13	<b><u>DIRECT SERVICE POSITIONS</u></b>				
14					
15	Parent Partner Coordinator	0.70	23.00 - 25.00	25.00	\$ 34,242
16	Data Collection Specialist (bilingual)	0.98	18.00 - 19.00	19.00	38,272
17	Resource Specialist (bi-lingual)	1.00	17.00 - 18.00	18.00	<u>37,440</u>
18	SUBTOTAL DIRECT SERVICE SALARIES				\$ 109,954
19	DIRECT SERVICE BENEFITS <sup>(3)</sup> (15.16% TOTAL)				16,669
20	TOTAL DIRECT SALARIES AND BENEFITS				\$ 126,623
21	<b><u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u></b>				
22	Executive Director	0.05	40.00 - 53.00	53.00	\$ 5,512
23	Accounting Manager	0.12	24.00 - 28.00	28.00	<u>6,422</u>
24	SUBTOTAL ADMINISTRATIVE SALARIES				\$ 11,934
25	ADMINISTRATIVE SERVICE BENEFITS <sup>(3)</sup> (15.49% TOTAL)				1,849
26	TOTAL ADMINISTRATIVE SALARIES/BENEFITS				\$ 13,783
27	TOTAL ALL SALARIES AND BENEFITS				\$ 140,406
28	<u>SERVICES AND SUPPLIES</u>				



1	Independent Audit	\$ 3,450
	Payroll Processing	410
2	Office Supplies	2,497
	Telephone	850
3	Mileage <sup>(5)</sup>	2,050
4	Postage	300
	Advertising	600
5	Gift Certificates	2,000
6	Training	10,000
	<b>SUBTOTAL SERVICES AND SUPPLIES</b>	<b>\$ 22,157</b>
7	<b>OPERATING EXPENSES</b>	
8	Facility Lease/Rental	\$ 7,490
9	Maintenance	816
10	Utilities	2,040
	Insurance	2,091
11	<b>SUBTOTAL OPERATING EXPENSES</b>	<b>\$ 12,437</b>
12	<b>TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES</b>	<b>\$ 34,594</b>
13	<b>SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</b>	<b>\$ 175,000</b>
14	<b>TOTAL ANNUAL BUDGET (7/1/20- 6/30/21)</b>	<b>\$ 175,000</b>

Budget for the Period of July 1, 2021 through June 30, 2022

	<u>SALARIES</u>	<u>FTE<sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
17	<b><u>DIRECT SERVICE POSITIONS</u></b>			
18	<u>Parent Partner Trainer</u>	<u>0.50</u>	<u>25.00</u>	
19	<u>Data Collection Specialist (bilingual)</u>	<u>0.98</u>	<u>19.00</u>	
20	<u>Resource Specialist (bi-lingual)</u>	<u>1.00</u>	<u>18.00</u>	
21	<u>Executive Director<sup>(4)</sup></u>	<u>0.05</u>	<u>53.00</u>	
22	<b><u>SUBTOTAL SALARIES</u></b>			<b><u>\$ 133,069</u></b>
23	<b><u>BENEFITS<sup>(3)</sup></u></b>			<b><u>13,426</u></b>
24	<b><u>TOTAL SALARIES AND BENEFITS</u></b>			<b><u>\$ 146,495</u></b>
25	<b><u>TOTAL SERVICES AND SUPPLIES, <sup>(6)</sup> AND OPERATING EXPENSES<sup>(7)</sup></u></b>			<b><u>\$ 28,505</u></b>
26	<b><u>SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u></b>			<b><u>\$ 175,000</u></b>
27	<b><u>TOTAL ANNUAL BUDGET (7/1/21- 6/30/22)</u></b>			<b><u>\$175,000</u></b>

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the

1 amount of time (stated as a percentage) the position will be providing services  
2 under the terms of this Agreement. This percentage is based upon a 40-hour  
3 work week. For salaried employees, FTE is defined as the amount of time (stated  
4 as a percentage) the position will be paid for under the terms of this Agreement,  
5 regardless of the number of hours actually worked.

6 <sup>(2)</sup> Maximum hourly rate which will be permitted during the term of this  
7 Agreement; employees may be paid at less than maximum hourly rate.

8 <sup>(3)</sup> Employee Benefits include contributions to 401k or retirement plans;  
9 health insurance; dental insurance; life insurance; long-term disability  
10 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State  
11 Unemployment Tax, and Workers' Compensation Tax, based on the currently  
12 prevailing rates; and expense for accrued vacation time payout, for a separated  
13 employee, limited to the actual vacation time accrued during the fiscal year in  
14 which the expense is claimed, minus the actual vacation time used by the employee  
15 during said fiscal year. The overall benefit rate shall not exceed the  
16 percentage of the actual salary expense claimed.

17 <sup>(4)</sup> Administrative costs are defined as those costs not solely related to  
18 direct services to clients, supervision and program costs (e.g., executive  
19 director oversight, technology services, accounting, payroll, etc.) shall be  
20 held to no more than 15 percent (15%) of total gross program costs.

21 <sup>(5)</sup> Mileage is limited to the amount allowed by IRS.

22 <sup>(6)</sup> Services and Supplies include costs for independent audit; payroll  
23 processing; office supplies and telephone; mileage as limited to the amount  
24 allowed by IRS; postage; advertising; gift certificates; and training.

25 <sup>(7)</sup> Operating expenses include costs for facility lease/rental,  
26 maintenance, utilities, and insurance.

27 13.1 Expense for extra pay, including but not limited to, overtime,  
28 stipends, bonuses, staff incentives, severance pay, etc., will not be eligible

1 for reimbursement under this Agreement unless authorized in writing by  
2 ADMINISTRATOR. Such authorization shall be considered as an exception and may  
3 be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

4 13.2 CONTRACTOR and ADMINISTRATOR may mutually agree, subject to advance  
5 written notice, to add, delete or modify line items and/or amounts and/or the  
6 number and type of FTE positions without changing COUNTY's maximum obligation  
7 as stated in Subparagraph 19.1 of this Agreement or reducing the level of  
8 service to be provided by CONTRACTOR. Further, in accordance with Subparagraph  
9 41.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum  
10 obligation as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may  
11 mutually agree in writing to proportionately reduce the service goals as set  
12 forth in this Exhibit.

13 ///

14 14. RECRUITMENT AND STAFFING

15 14.1 CONTRACTOR shall use a formal recruitment plan, which complies with  
16 federal and State employment labor regulations. CONTRACTOR shall hire staff  
17 with the education, language skills, and experience necessary to appropriately  
18 perform position duties described.

19 14.2 CONTRACTOR shall provide the following described staff positions  
20 and shall submit, in a format provided and/or approved by ADMINISTRATOR, monthly  
21 staffing reports to ADMINISTRATOR. Staffing report shall report actual staff  
22 hours worked by position, and shall include the position title and monthly  
23 salary and benefits:

24 14.2.1 Parent Partner ~~Trainer~~Coordinator

25 Duties

26 14.2.1.1 Recruit potential Parent Partners.

27 14.2.1.2 Provide Wrap OC Orientation and training to  
28 Wraparound Support Service Trainers.

1 14.2.1.3 Develop and compile training materials in  
2 conjunction with the Wrap OC Training Committees.

3 14.2.1.4 Conduct training sessions for new Parent  
4 Partners.

5 14.2.1.5 Identify Wrap OC applicable training topics.

6 14.2.1.6 Ensure consistency and conformity to training  
7 protocols.

8 14.2.1.7 Disseminate new Wrap OC information to Parent  
9 Partners.

10 14.2.1.8 Conduct Wrap OC Overview, Wrap OC 4-day Core  
11 and bimonthly Parent Partner meetings.

12 14.2.1.9 Compile training statistics for all Wrap OC  
13 trainings.

14 14.2.1.10 Collaborate with staff from California  
15 Department of Social Services (CDSS), Wrap OC Provider Agencies, and local  
16 Wraparound providers to implements a variety of Wrap OC projects or trainings  
17 as determined by ADMINISTRATOR.

18 ~~14.2.1.1 Report to the Executive Director.~~

19 ~~14.2.1.2 Supervise Resource Specialist and Data~~  
20 ~~Collection Specialist staff.~~

21 ~~14.2.1.3 Review and submit fiscal and programmatic~~  
22 ~~documentation as required by ADMINISTRATOR.~~

23 ~~14.2.1.4 Monitor program outcomes.~~

24 ~~14.2.1.5 Participate in weekly administrative and staff~~  
25 ~~meetings.~~

26 ~~14.2.1.6 Attend all required training sessions.~~

27 ~~14.2.1.7 Act as Wraparound Liaison, which includes, but~~  
28 ~~is not limited to, the following duties:~~

1 ~~14.2.1.7.1 Attend WRIT and Technical~~  
2 ~~Assistance meetings as determined by ADMINISTRATOR.~~

3 ~~14.2.1.7.2 Act as CONTRACTOR'S liaison with~~  
4 ~~WRIT to discuss trends and to discuss and resolve any Wrap OC Support Services~~  
5 ~~issues.~~

6 ~~14.2.1.7.3 Attend all training sessions~~  
7 ~~required by ADMINISTRATOR and/or California Department of Social Services~~  
8 ~~(CDSS).~~

9 ~~14.2.1.7.4 Recruit potential Parent~~  
10 ~~Partners.~~

11 ~~14.2.1.7.5 Provide Wrap OC orientation and~~  
12 ~~training to Wraparound Support Service Trainers.~~

13 ~~14.2.1.8 Act as Parent Partner Trainer, which includes,~~  
14 ~~but is not limited to, the following duties:~~

15 ~~14.2.1.8.1 Develop and compile training~~  
16 ~~materials in conjunction with the Wrap OC Training Committee.~~

17 ~~14.2.1.8.2 Conduct training sessions for new~~  
18 ~~Parent Partners.~~

19 ~~14.2.1.8.3 Identify Wrap OC applicable~~  
20 ~~training topics.~~

21 ~~14.2.1.8.4 Ensure consistency and conformity~~  
22 ~~to training protocols.~~

23 ~~14.2.1.8.5 Disseminate new Wrap OC~~  
24 ~~information to Parent Partners.~~

25 ~~14.2.1.8.6 Conduct Wrap OC Overview, Wrap OC~~  
26 ~~Four (4) Day Core, and bimonthly Parent Partner meetings.~~

27 ~~14.2.1.8.7 Compile training statistics for~~  
28 ~~all Wrap OC trainings.~~

~~14.2.1.8.8 Collaborate with staff from CDSS, Wrap OC Provider Agencies, and local Wraparound providers to implement a variety of Wrap OC projects or trainings as determined by ADMINISTRATOR.~~

#### Qualifications

~~14.2.1.9~~14.2.1.11 Bachelor's degree in social work, psychology, nursing, occupational therapy, or education, from an accredited college or university;

~~14.2.1.10~~14.2.1.12 Two (2) years or more of supervision experience;

~~14.2.1.11~~14.2.1.13 One (1) year of experience working with multi-disciplinary teams in a social services or related field;

~~14.2.1.12~~14.2.1.14 One (1) year of experience in training development and public speaking;

~~14.2.1.13~~14.2.1.15 Experience working with children with special needs; and

~~14.2.1.14~~14.2.1.16 Proficiency in English.

#### 14.2.2 Data Collection Specialist

##### Duties

14.2.2.1 Conduct satisfaction surveys for all Wrap OC families when the Wrap OC Provider Agencies have submitted Commencement Notices and the Commencement Notices are approved by WRIT.

14.2.2.2 Perform the WFI survey for all consenting Wrap OC families, primarily during their fourth (4th) month in Wrap OC, and input survey data into the WFI database. Document reasonable efforts made for those families not surveyed.

14.2.2.3 Collaborate with ADMINISTRATOR to recommend changes to ADMINISTRATOR'S database system to enhance reporting capabilities.

14.2.2.4 Collect Wrap OC survey information data.

Qualifications

14.2.2.5 Bachelor's degree in a human services, or related field. from an accredited college or university is preferred;

14.2.2.6 Excellent communication skills;

14.2.2.7 Proficiency in Microsoft Word and Excel;

14.2.2.8 Proficiency in English;

14.2.2.9 Bilingual, based on community language need is preferred; and

14.2.2.10 Ability to complete all required forms.

14.2.3 Resource Specialist

Duties

14.2.3.1 Maintain an up-to-date information and referral database on the availability of resources within Orange County and surrounding communities, such as community-based organizations, as well as resource providers.

14.2.3.2 Identify and develop resources to be added to the database by utilizing telephone calls, e-mails, U.S. mail and in-person contacts within the community.

14.2.3.3 Periodically verify service information with community-based organizations and resource providers.

14.2.3.4 Assist Wrap OC Provider Agencies to access resource services.

14.2.3.5 Coordinate an annual resource fair for Wrap OC Institute Training.

Qualifications

14.2.3.6 Excellent communication skills;

14.2.3.7 Proficiency in Microsoft Word and Excel, and Internet searching;

1 14.2.3.8 Proficiency in English;

2 14.2.3.9 Bilingual, based on community language need is  
3 preferred; and

4 14.2.3.10 Knowledge of community resources.

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6 14.2.4 Executive Director

7 Duties

8 14.2.4.1 Assist in the development, supervision, and  
9 coordination of Wrap OC Support Services program; personnel policies and  
10 procedures; and the administrative systems, budgets, policies, and procedures  
11 which implement the overall agency policies.

12 14.2.4.2 Appoint and terminate contracted staff as  
13 needed.

14 14.2.4.3 Serve as liaison to the community in  
15 representing Wrap OC Support Services programs and services, as needed.

16 14.2.4.4 Serve as liaison to CONTRACTOR'S Board of  
17 Directors in representing programs and services, as needed.

18 14.2.4.5 Act as CONTRACTOR's liaison with WOG.

19 14.2.4.6 Meet weekly with CONTRACTOR'S Wrap OC  
20 administrative staff for ongoing supervision and support.

21 14.2.4.7 Provide a minimum of one (1) hour per week of  
22 individual supervision to contracted staff. Individual supervision shall  
23 include providing ongoing feedback and support regarding each employee's  
24 strengths, as well as areas requiring improvement.

25 14.2.4.8 Attend WRIT and Technical Assistance meetings  
26 as determined by ADMINISTRATOR.

27 14.2.4.9 Act as CONTRACTOR's liaison with WRIT to  
28 discuss trends and to discuss and resolve any Wrap OC Support Services issues.



1 14.2.4.10 Attend all training sessions required by  
2 ADMINISTRATOR and/or CDSS.

3 14.2.4.11 Supervise the Resource Specialist, Data  
4 Collection Specialist and Parent Partner Trainer.

5 14.2.4.12 Monitor program outcomes.

6 14.2.4.13 Participate in weekly administrative and staff  
7 meetings.

8  
9 Qualifications

10 ~~14.2.4.7~~ 14.2.4.14 Three (3) years of administrative  
11 experience in the development and delivery of a full range of mental health  
12 services; and

13 ~~14.2.4.8~~ 14.2.4.15 Three (3) years of experience in  
14 program development and supervision, personnel training and supervision, and  
15 administration, including a working knowledge of sound fiscal, accounting, and  
16 budgetary practices.

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19 14.2.5 Accounting Manager

20 Duties

21 14.2.5.1 Responsible for the day-to-day accounting  
22 functions of the program including tracking budgets, submitting modifications,  
23 tracking progress, submitting monthly reports, and compiling invoices for Wrap  
24 OC Support Services.

25 Qualifications

26 14.2.5.2 Bachelor's degree in business, accounting, or  
27 related field, from an accredited college or university;

28 14.2.5.3 Five (5) years of experience in accounting,

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finance, or related field;

14.2.5.4 Experience working with a nonprofit is preferred;

14.2.5.5 Proficiency in Microsoft Word and Excel, and accounting software such as Sage;

14.2.5.6 Excellent communication skills; and

14.2.5.7 Proficiency in English.

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EXHIBIT B  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
FAMILY SUPPORT NETWORK

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

DEFINITIONS

1. DEFINITIONS

CONTRACTOR shall be familiar with the following definitions:

1.1 Administrator's Database System: A case management database developed in a collaborative effort between Orange County IT, Social Services Agency (SSA), Health Care Agency (HCA), Probation Department and Wraparound Orange County (Wrap OC) Provider Agencies to:

1.1.1 Track Wrap OC data;

1.1.2 Create Wrap OC reports;

1.1.3 Enable more accurate monitoring of outcomes;

1.1.4 Inform decision-making;

1.1.5 Facilitate quality assurance; and

1.1.6 Improve service delivery.

1.2 Adolescent Sex Offender (ASO): Youth between the ages of twelve and seventeen (12-17) years, who commit illegal sexual acts as defined by the sex crime statutes of the jurisdiction in which the offense has occurred.

1.3 Adolescents with Sexual Behavior Problems: Youth with problematic sexual behavior which is not illegal but potentially harmful to the youth such as compulsive masturbatory behavior.

1           1.4 Adoption Assistance Program (AAP): A federally subsidized program  
2 that provides funds to encourage adoption of children with special needs and  
3 removes the financial disincentives for families to adopt. Funds are intended  
4 to benefit children in foster care by providing the security and stability of  
5 a permanent home through adoption.

6           1.5 Assembly Bill (AB) 12: AB Chapter 559, Statutes of 2010, amendment  
7 to section 17552 of the Family Code, provides transitional support to qualifying  
8 youth until age twenty-one (21).

9           1.6 Assembly Bill 3632: See Educationally-Related Mental Health  
10 Services.

11           1.7 Assignment: A term used to signify that a child/youth has been  
12 accepted as a Participant in Wrap OC, and that the child/youth and his or her  
13 family has been assigned by Wraparound Review and Intake Team (WRIT) to a Wrap  
14 OC Provider Agency.

15           1.8 CalWORKs: The acronym for the California Work Opportunity and  
16 Responsibility to Kids Act of 1997 as described in Section 11200 et seq., of  
17 the California Welfare and Institutions Code (WIC).

18           1.9 Care Coordinator: Wrap OC Provider Agency staff who is responsible  
19 for facilitating the Wrap OC Child and Family Team (Wrap CFT) meetings and  
20 guiding the evolution of a Plan of Care (POC) that is family-centered and  
21 effective in safely transitioning and/or maintaining the Participant to the  
22 least-restrictive family setting with minimal reliance on formal support  
23 systems.

24           1.10 Case Number: A unique alpha-numeric identifier established by  
25 ADMINISTRATOR for each Participant.

26           1.11 Child and Family Team (CFT): A group of committed individuals,  
27 including the Participant, that forms to address the needs of the Participant  
28 and ensures the family voice is heard, facilitates family ownership of the POC,

1 and requires that every effort shall be made to ensure family members and family  
2 representative(s) constitute a minimum of fifty percent (50%) of the Family  
3 Team:

4 1.11.1 The CFT may include:

5 1.11.1.1 Participant's parent(s);

6 1.11.1.2 Selected family members;

7 1.11.1.3 Family representative(s);

8 1.11.1.4 Resource parent(s);

9 1.11.1.5 Guardian(s);

10 1.11.1.6 Adoptive parents; and

11 1.11.1.7 Friends or other support persons who are  
12 important to the Participant.

13 1.11.2 The CFT shall include the primary jurisdictional agency  
14 representative, including:

15 1.11.2.1 Senior Social Worker (SSW);

16 1.11.2.2 Deputy Probation Officer (DPO);

17 1.11.2.3 Mental Health (MH) Therapist and/or Case  
18 Manager;

19 1.11.2.4 Relevant counseling or mental health  
20 representatives; and

21 1.11.2.5 Any other person(s) influential in the  
22 Participant's and/or Participant's family's lives who may be instrumental in  
23 supporting the Participant and/or the Participant's family.

24 1.12 CFT Member: Individuals designated by the Participant and/or  
25 Participant's family, who maintain ongoing, regular contact with the Participant  
26 and Participant's family, and exhibit the ability to access needed resources.  
27 CFT Members are the critical decision-makers and attend CFT meetings. Members  
28 may include:

- 1.12.1 Care Coordinator;
- 1.12.2 Parent Partner;
- 1.12.3 Youth Partner;
- 1.12.4 Wraparound Supervisor, as needed or invited;
- 1.12.5 Any traditional or non-traditional support system(s);
- 1.12.6 Significant other(s);
- 1.12.7 Professional supports; and
- 1.12.8 Natural supports.

1.13 Child Out-of-Home Report (COR): Information reported to the Wrap OC liaisons when Participants are out-of-home overnight or more than twenty-four (24) hours for reasons such as: absent-without-leave (AWOL), hospitalization, placement in a residential facility (including placement in a residential facility for educational needs), protective custody for dependents, or custody violations for wards.

1.14 Child Welfare Services Redesign Supportive Services (CWSRSS): See Provider Network Program.

1.15 Children and Family Services (CFS): One (1) of four (4) divisions of SSA. CFS provides services to children and families who are involved with, or at risk of involvement with, the child welfare system. The Participants' assigned SSWs are CFS employees.

1.16 Children with Sexual Behavior Problems: Children ages twelve (12) years and younger who demonstrate developmentally inappropriate or aggressive sexual behavior.

1.17 Community-Based Services: Formal and informal services available to children/youth and families in the communities where they live, provided primarily by staff from non-governmental, community-based agencies.

1.18 Concluded: The term used to signify the closure of a Wrap OC case and/or that the Participant's participation in Wrap OC has concluded.

1           1.19 Congregate Care: A placement for children/youth that includes  
2 twenty-four (24)-hour supervision in a highly-structured setting or institution.

3           1.20 Contiguous County: A California county that shares a border with  
4 Orange County (i.e., Los Angeles, Riverside, San Bernardino and San Diego  
5 Counties).

6           1.21 Cost of Doing Business (CODB): Expenses incurred as a routine part  
7 of conducting business and common to all providers engaged in providing similar  
8 services.

9           1.22 Crisis: A period of time when a Participant's emotional and/or  
10 functioning stability and/or current living situation is in jeopardy, possibly  
11 because of a breakdown in the Participant or Participant's family's ability to  
12 effectively and appropriately cope with a situation. A crisis might also  
13 include situations when Wrap OC Provider Agency staff determine that the  
14 Participant and/or the Participant's family requires immediate assistance, even  
15 though protective, physical control, and/or evaluation or safety-assessment  
16 measures do not appear to be necessary. Crisis services shall not be designed  
17 to provide a response to emergency situations. Examples of a crisis might  
18 include:

19           1.22.1 A Participant who refuses to take his/her prescribed  
20 medication; refuses to attend or remain in school; or is agitated and/or  
21 threatening, and/or may be at risk of losing his/her placement; or

22           1.22.2 A Participant's parent(s)/caregiver(s) who might have just  
23 finished managing one of the aforementioned crises and who might be in need of  
24 assistance with addressing their own emotional stability.

25           1.23 Crisis Assessment Team (CAT): A team that provides twenty-four  
26 (24)-hour mobile response services to any adult or youth experiencing a  
27 behavioral health crisis. Calls to provide crisis intervention to individuals  
28 living with mental health issues may come from law enforcement officers in the

1 field, ADMINISTRATOR staff, and concerned family members. CAT conducts risk  
2 assessments, initiates involuntary hospitalizations when necessary, provides  
3 resources and linkage, and conducts follow-up contacts for individuals assessed.

4 1.24 Crisis Plan: A written plan developed by a Provider Network Program  
5 Agency with the Participant, whenever possible, and the Participant's family to  
6 identify steps designed to prevent and/or deescalate a crisis; or, in the event  
7 additional interventions are necessary, to provide information to the  
8 Participant and/or the Participant's family to enable them to obtain appropriate  
9 supportive services in the community.

10 1.25 Cultural Competency: A responsive awareness and acceptance of  
11 cultural differences, an awareness of one's own cultural values; an  
12 understanding of the "dynamics of difference" in the helping process; a basic  
13 knowledge about each Participant and Participant's family's culture and the  
14 ability to adapt practice skills to fit the cultural needs of the children,  
15 youth and families.

16 1.26 Culturally Responsive: To display a general knowledge of cultural  
17 values and mores of individuals from diverse ethnic groups and the ability to  
18 adapt practice accordingly. A willingness and ability to recognize and interact  
19 responsively, respectfully, and effectively with people from diverse cultures,  
20 classes, races, ethnic groups, and religious backgrounds in a manner that  
21 recognizes, respects, affirms, and values the worth of individuals, families,  
22 and communities as well as protects the dignity of each person.

23 1.27 Dependent: A child/youth who is under the jurisdiction of the  
24 Orange County Juvenile Court as a result of abuse and/or neglect, and who is  
25 under the supervision of SSA.

26 1.28 Diagnosis: The nature of the Participant's medical disorder and/or,  
27 as it more generally applies to Wrap OC, the Participant's mental health  
28 disorder, per the most current edition of the Diagnostic and Statistical Manual



1 of Mental Disorders (DSM) published by the American Psychiatric Association.

2 1.29 Early and Periodic Screening, Diagnosis, and Treatment Program  
3 (EPSDT): Federal Medicaid (known in the State of California as Medi-Cal) law  
4 that permits a state to cover specific services necessary to address, correct  
5 and/or ameliorate a mental illness, even if the service is not otherwise included  
6 in the state's Medi-Cal Plan. EPSDT covers eligible persons age twenty-one (21)  
7 years and younger.

8 1.30 Educationally-Related Mental Health Services: Formerly known as AB  
9 3632; also known as Chapter 26.5; currently known as AB 114. Also referred to  
10 as Educationally-Required Mental Health Services or Educationally-Related  
11 Behavioral Services. The Individuals with Disabilities Education Act (IDEA)  
12 requires that schools provide the services necessary for a child/youth to  
13 benefit from/access his/her education. It also establishes procedures governing  
14 referrals of pupils to community mental health services and the responsibilities  
15 of those entities. Services might include, but not be limited to, the following:

16 1.30.1 Assessment and interpretation of mental health needs with  
17 integration of information in service planning;

18 1.30.2 Consultation with the student, family and staff to develop  
19 an appropriate program;

20 1.30.3 Individual, group, family and/or parent counseling  
21 provided by qualified social workers, psychologists, guidance counselors or  
22 other qualified personnel, including therapeutic counseling when required;

23 1.30.4 Teaching education rights' holders the skills to enable  
24 them to support implementation of a youth's Individualized Education Plan (IEP);

25 1.30.5 Positive behavior intervention, including 1:1 behavioral  
26 aides;

27 1.30.6 Assessment for and administration and management of  
28 medications; and

1.30.7 Residential placement.

1.31 Eligible Child/Youth/NMD: Child/youth/Non-Minor Dependents (NMD) who meet the following criteria:

1.31.1 Ages birth to eighteen (0-18) years;

1.31.2 Adjudicated as either a dependent or ward of the juvenile court pursuant to WIC Sections 300 or 602;

1.31.3 NMD pursuant to WIC Section 11400(v), which is a foster child who has attained the age of eighteen (18) years while in foster care and is younger than twenty-one (21) years;

1.31.4 Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member (NREFM) or resource parent (formerly known as foster parent) who has agreed to participate in Wrap OC; or

1.31.5 In placement or at risk of placement in a congregate care setting, including Group Home (RCL 10-16), STRTPs, or Juvenile Detention Facilities. These congregate care settings focus on care for Participants who exhibit significant emotional/behavioral disturbance and who require a highly-structured environment and/or specialized treatment, and/or exhibit one or more behaviors, such as, but not limited to, the following:~~At risk of or placed in congregate care that is licensed by California Department of Social Services (CDSS), formerly at a Rate Classification Level (RCL) of ten to sixteen (10-16) or higher, and that focuses on care for children/youth/NMD who:~~

1.31.5.1 Exhibit the following behaviors, frequent running away, gang involvement, tagging, property destruction, self-harming, possession of deadly weapon(s), adjudicated sex offenders, possession of alcohol and/or drugs for use or sale, juvenile perpetrator, substance abuse disorder, fire-starter, sexualized behavior, sexual exploitation, multiple placements, minor criminal behavior, oppositional/defiant behavior, aggression, assaultive

1 toward others, educational deficiencies, habitual school truancy and/or other  
 2 school-related behavior problems, post-traumatic stress, behaviors beyond  
 3 control of parent(s) or primary caregiver(s), recognized mild developmental  
 4 disorder, significant mental health disorders, one or more hospitalizations in  
 5 a mental health facility, and/or Participants who may have previously received  
 6 other intensified services. In addition, Participants may have been raised in  
 7 families with multi-generational criminal justice involvement, social services  
 8 involvement, and/or mental health disorders; and/or;~~Exhibit significant~~  
 9 ~~emotional and/or behavioral disturbance;~~

10 ~~1.31.5.2 — Require highly structured environments;~~

11 ~~1.31.5.3 — Require specialized treatment;~~

12 ~~1.31.5.2 Exhibit behavior including, but not limited~~  
 13 ~~to, one or more of the following behaviors: frequent running away/AWOL, gang~~  
 14 ~~involvement, tagging, property destruction, self-harming, possession of deadly~~  
 15 ~~weapons, adjudicated sex offenders, possession of alcohol and drugs for use or~~  
 16 ~~sales, juvenile perpetrator, substance abuse disorder, fire starter, sexualized~~  
 17 ~~behavior, sexual exploitation, multiple placements, minor criminal behavior,~~  
 18 ~~oppositional defiant behavior, aggression, assaultive toward others,~~  
 19 ~~educational deficiencies, habitual school truancy and/or other school-related~~  
 20 ~~behavior problems, post-traumatic stress, behaviors beyond the control of~~  
 21 ~~parent(s) and/or primary caregiver(s), recognized mild developmental disorder,~~  
 22 ~~significant mental health disorders, one (1) or more hospitalizations in a~~  
 23 ~~mental health facility, or child/youth/NMD has previously received other~~  
 24 ~~intensified services. In addition, child/youth/NMD may have been raised in~~  
 25 ~~families with multi-generational criminal justice involvement, social services~~  
 26 ~~involvement, and/or mental health disorders.~~

27 1.31.6 Referred by the County of Orange Health Care Agency (HCA)  
 28 and/or the Multi-Disciplinary Consultation Team (MDCT) due to having mental

1 [and/or behavioral health needs that may result in placement outside the home if](#)  
2 [Wraparound is not involved.](#)

3 1.32 Emergency: A period of time when a Participant's immediate  
4 situation is physically threatening and medical, protective (Child Abuse  
5 Registry), law enforcement (police), and/or psychiatric evaluation measures are  
6 required. Such emergencies would include situations in which the Participant  
7 or the Participant's family member(s) become physically aggressive, suicidal,  
8 and/or report aggressive command hallucinations, etc.

9 1.33 Emergency CFT Meeting: May be held to address Participant's safety  
10 issues and placement concerns but must occur within twenty-four (24) hours of  
11 the incident that triggers the need for the meeting and/or change of  
12 circumstances.

13 1.34 Emergency Fund: Funds reserved to deal with any unanticipated  
14 emergencies experienced by individual Participants and/or Participants'  
15 families.

16 1.35 Emergency Response (ER): A program in CFS in which social workers  
17 respond to Child Abuse Registry (CAR) referrals that are determined to meet the  
18 legal definition for suspected child abuse and/or neglect. ER social workers  
19 investigate allegations of child maltreatment, assess risk and child safety,  
20 and determine whether preventative services or protective custody interventions  
21 are required.

22 1.36 Enrollment Date: The date a child/youth/NMD is enrolled in a Wrap  
23 OC referral SB 163 slot.

24 1.37 Extended Foster Care (EFC) Program: Under the provision of AB 12,  
25 this program allows foster youth to remain in foster care and continue to receive  
26 foster care payment benefits (AFDC-FC payments) and services beyond age eighteen  
27 (18), as long as the foster youth meets all of the following requirements:

28 1.37.1 Meeting one (1) of five (5) participation requirements;

1 1.37.2 Living in an approved or licensed home or facility; and

2 1.37.3 Meeting other eligibility requirements.

3 1.38 Family(ies): Participant's parent(s), siblings and other relatives  
4 related to the Participant by blood, marriage, or non-relative extended family  
5 connection. Families include the adult(s) committed to a Participant and/or  
6 able to meet the Participant's needs. In most cases, the family will be the  
7 Participant's birth family or kin. In some cases, it might include a step-  
8 parent or blended family that has a significant healthy attachment. In other  
9 cases, it will be an adoptive family or a foster resource family with the  
10 potential to become a permanent family for the Participant. In rare  
11 circumstances, a family must be developed. In most cases, the Participant will  
12 be able to identify the family that has a commitment to the Participant or that  
13 has the potential to develop a commitment. This may include extended family or  
14 others who are seen by the Participant as significant and supportive.

15 1.39 Family-Centered: The needs of children addressed in the context of  
16 their families. Parent(s) or primary caregiver(s) will participate in all  
17 aspects of the development and implementation of the POC, support, and services,  
18 to the degree they are able and to the extent permitted by any outstanding  
19 orders of the court.

20 1.40 Family Maintenance Collaborative Services (FMCS): A voluntary CFS  
21 program for time-limited preventative services designed to: stabilize and  
22 maintain non-dependent children, who have been determined to be at high-risk of  
23 child abuse or neglect, in their homes/families; promote child safety; link  
24 families to community-based resources; and reduce the need for protective  
25 custody.

26 1.41 Family Representative: Anyone who has a meaningful connection with  
27 the Participant and is seen by the Participant as significant and supportive.  
28 A family representative may include family member(s), relative(s), neighbor(s),

1 or others who are involved with and important to the Participant, such as a  
2 football coach or school teacher.

3 1.42 Family Review Process: The method of ensuring a system of care  
4 support, quality assurance, and continuous system improvement that provides  
5 family collaboration, facilitates quality assurance and continuous system  
6 improvement, involves periodic reviews and monitoring of individual POCs and  
7 outcomes, provides systemic support at both the Participant and Participant's  
8 family's level and the system-practice level. This includes consultation  
9 between the Wrap OC Provider Agency and WRIT or its designee.

10 1.43 Family Setting: A living arrangement, which includes or will  
11 include the Participant and one or more relatives or caregivers, who are willing  
12 to participate in a strength-based process and willing to work toward  
13 permanency. This might include parents, relative placements, NREFM placements,  
14 guardianships, resource families, or adoptive parents.

15 1.44 Flex Funds: Term used to identify the flexible use of State and  
16 County foster care funds and AAP funds needed to:

17 1.44.1 Facilitate family self-sufficiency;

18 1.44.2 Assist the family in meeting their basic needs to enable  
19 the Participant to remain with or be transitioned to their respective families  
20 or family-like settings;

21 1.44.3 Aid the Participant and/or Participant's family members in  
22 developing and implementing more appropriate coping skills and behavior; and

23 1.44.4 Enable funding to be used for individualized, intensive  
24 Wrap OC interventions and services, which include the creative use of funding  
25 to enable Participants to remain safely in the least-restrictive setting,  
26 ideally with their respective families or in family-like settings.

27 1.45 Formal Supports: System-based services and supports provided by  
28 professionals (or other individuals who are paid to care) that include a

1 structure of requirements for which there is oversight by state or federal  
2 agencies, national professional associations, and/or the general public.

3 1.46 Health Care Agency (HCA): County of Orange Agency authorized by  
4 the State of California Medi-Cal Program to provide services, submit claims,  
5 and receive payments for Medi-Cal reimbursable activities.

6 1.47 Individual Service Report (ISR): A flex fund expenditure report,  
7 generated monthly by each Wrap OC Provider Agency, that identifies Youth  
8 Partner, Parent Partner, Care Coordinator, and all other case-specific Wrap OC  
9 costs incurred each month.

10 1.48 Individualized Services: Services tailored to the specific, unique  
11 needs of the Participant and/or Participant's family; incorporating a flexible,  
12 creative approach to treatment planning based on an assessment of needs,  
13 resources, and family strengths; and including the use of formal and informal  
14 supports and services.

15 1.49 Informal Supports: Community-based services and supports provided  
16 by individuals and/or organizations that exist or can be developed in the  
17 Participant/Participant's family's community, kinship, social and/or spiritual  
18 networks. Interventions and/or activities that utilize friends, extended family  
19 members, clergy and/or other faith-based mentors, neighbors, educators, coaches,  
20 local business persons, other persons who are not paid to care, and so forth.

21 1.50 In-Home Safety Aide (IHSA): Provider Network Program Agency  
22 paraprofessional staff who provides direct behaviorally-based, in-home parental  
23 aid, and in-home monitoring services to Participants and Participants'  
24 parent/caregiver(s).

25 1.51 Intake Referral: A completed referral form, with all supporting  
26 documentation, initialed by a SSW, DPO, or MH Therapist/Case Manager to enroll  
27 a child/youth/NMD in Wrap OC.

28 1.52 Licensed Therapist: A mental health care professional who is

1 licensed as a Licensed Clinical Social Worker (LCSW), Marriage and Family  
2 Therapist (MFT), or Psychologist Ph.D.

3 1.53 Life Area: Areas of basic human needs including: Family  
4 Relationships; Living Environment; Educational; Vocational/Work;  
5 Social/Recreational; Financial; Cultural; Emotional/Psychological;  
6 Medical/Health; Spiritual; Safety; and Legal. At its sole discretion,  
7 ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or  
8 modify the identified life areas.

9 1.54 Linkages: Relationships between CONTRACTOR and services in the  
10 community to the benefit of Participants and Participants' families.

11 1.55 Medical Home: A team-based health care delivery model of primary  
12 care to patients with a goal to obtain maximal health outcomes. Also known as  
13 the Patient-Centered Medical Home (PCMH) and typically is a Primary Care  
14 Physician, Pediatrician, or Group.

15 1.56 Multi-Disciplinary Consultation Team (MDCT): A team collaboration  
16 including representatives from SSA and HCA, and may include representatives from  
17 Probation and/or Orange County Department of Education. MDCT serves as a  
18 resource to assist families with non-dependent children/youth who are at-risk  
19 for maltreatment. It is designed to reduce the need for protective custody and  
20 out-of-home placement, and to stabilize and strengthen the family through a  
21 coordination of available community-based resources and services.

22 1.57 Non-Minor Dependent (NMD): A foster child who has attained the age  
23 of eighteen (18) years while in foster care and is younger than twenty-one (21)  
24 years, pursuant to WIC Section 11400(v). The NMD must meet at least one (1) of  
25 the AB 12 participation requirements and must participate in a Transitional  
26 Independent Living Plan (TILP) under the support of SSA.

27 1.58 Out-of-County: Any California county other than Orange County. May  
28 also be extended to include out-of-state as deemed necessary.



1           1.59 Parent Partner: Wrap OC Provider Agency staff who provides support  
2 to the Family Team, and the Participant's parent(s)/caregiver(s) in particular.  
3 The Parent Partner shall have personal experience (ideally as a parent) with  
4 services provided through the COUNTY's Child Welfare Services, Probation, or  
5 Mental Health System for a minor child(ren) or person(s) who may be  
6 emotionally/behaviorally disturbed.

7           1.60 Participant: A child/youth/NMD who meets the criteria for an  
8 Eligible Child as defined in this Exhibit B and has been accepted into a Pre-  
9 Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.

10           1.61 Plan Of Care (POC): A written plan, which might also include items  
11 to help the Participant and/or the Participant's family comply with any orders  
12 of the Juvenile Court (dependency and/or Probation), and developed and signed  
13 by the Family Team. POC shall include the following elements:

14                   1.61.1 Participant and Participant's family's statement of overall  
15 goal(s) or vision;

16                   1.61.2 Strengths of the Participant and Participant's family  
17 member(s);

18                   1.61.3 Needs, as defined by specific life areas that must be met  
19 to achieve the goal(s) of the Participant and Participant's family;

20                   1.61.4 Proactive and reactive Safety Plans;

21                   1.61.5 Type, frequency, and duration of intervention strategies and  
22 activities;

23                   1.61.6 Identification of financial responsibility for all POC  
24 components; and

25                   1.61.7 Desired outcomes of Wrap OC.

26           1.62 Pre-Enrollment Date: The date the Participant is assigned to a Wrap  
27 OC Provider Agency to begin Wrap OC Program, but prior to the enrollment date.

28           1.63 Provider Network Program (PNP): A network of agencies contracted to

1 provide diverse and tailored services through a fee-for-service and outcome-  
2 based approach, for children and families served in Wrap OC by SSA in partnership  
3 with HCA and Probation. This program is also known as Child Welfare Services  
4 Redesign Supportive Services (CWSRSS).

5 1.64 Post-Enrollment Date: The date the Participant is removed from an  
6 Enrolled Wrap OC referral slot. Participant and Participant's family may  
7 continue to be involved in Wrap OC with the Wrap OC Provider Agency for the  
8 duration of the POC in effect, up to three (3) months, after which the  
9 Participant will conclude from Wrap OC. The length of the post-enrollment  
10 period is set in the Participant's POC and must be approved by a Wrap OC liaison  
11 (or designee).

12 1.65 Quality Assurance (QA): The methods, including the use of  
13 interdisciplinary teams, established by ADMINISTRATOR to review processes,  
14 performance, and outcome measures, and identify opportunities for improvement.

15 1.66 Rate Classification Level (RCL): Formerly the level established by  
16 CDSS for a residential treatment or group home using a point system to measure  
17 the level or intensity of care and supervision required and provided. Points  
18 were based on the number of hours per child, per month, of services provided in  
19 Child Care and Supervision, Social Work Activities, and Mental Health Treatment  
20 Services.

21 1.67 Referral Slot: An allotted place in Wrap OC Program that includes  
22 an alpha-numeric identifier, which identifies the referring Agency and funding  
23 status of a case, and is assigned to each Participant.

24 1.68 Senate Bill (SB) 163: A bill that allows counties the flexible use  
25 of State foster care dollars designed to provide eligible children with family-  
26 based service alternatives to group home care and also known as Wraparound  
27 Services project; uses Wraparound as the process for creating individualized  
28 services and supports for Participants and their respective families; and serves

1 children/youth/NMDs who are currently residing in, or at risk of being placed  
2 in, a group home which was formerly licensed at an RCL of ten to sixteen (10-  
3 16).

4 1.69 Safety Plan: A plan developed by the Wrap CFT, which includes the  
5 Participant and the Participant's family and/or caregiver(s), in conjunction  
6 with the POC. The Safety Plan provides the Participant and Participant's family  
7 with actions, contacts, responses, and responsibilities to respond to crises,  
8 which a child/youth/NMD or family can reasonably predict, while in Wrap OC. It  
9 also plans for Participants with histories of violence, sexual acting out,  
10 delinquency, and family members with histories of substance abuse and/or other  
11 problems. The Safety Plan shall address specific, identified behavioral issues  
12 and triggers to ensure these behaviors/triggers are mitigated and/or controlled.  
13 It also shall inform the Participant's family, all Wrap CFT members and all  
14 Wrap OC service providers, as appropriate, of these plans to ensure they are  
15 aware of and knowledgeable about how to implement the crisis management strategy  
16 and how to contact the Wrap OC Provider Agency.

17 1.70 Satisfaction Surveys: Surveys that measure Participant's,  
18 Participant's families, and the referring Wrap OC Provider Agency's overall  
19 satisfaction with Wrap OC and its specific aspects in order to recognize  
20 strengths, and identify problems and opportunities for improvement.

21 1.71 Self-Sufficiency: The ability to secure the services and supports  
22 each Participant and Participant's family needs to meet the needs of the family  
23 and its individual members, without continued assistance of Wrap OC.

24 1.72 Special Incident: A significant event in Participant's life.  
25 Events may include, but are not limited to: Participant or Participant's family  
26 member's serious injury or death, occurrence of child/youth/NMD or dependent  
27 adult or elder maltreatment, hospitalization, delinquent acts, violence,  
28 property damage, Absent Without Leave (AWOL)/runaway episodes, illegal activity,

1 and involvement with law enforcement.

2 1.73 Short-Term Residential Therapeutic Program (STRTP): A residential  
3 facility operated by a public agency or private organization and licensed by  
4 CDSS pursuant to Section 1562.01 that provides an integrated program of  
5 specialized and intensive care and supervision, services and supports,  
6 treatment, and short-term 24-hour care and supervision to children with the aim  
7 of moving the youth to a less restrictive environment within six months. The  
8 care and supervision provided by a short-term residential therapeutic program  
9 shall be nonmedical, except as otherwise permitted by law. Private short-term  
10 residential therapeutic programs shall be organized and operated on a nonprofit  
11 basis.

12 1.74 Success: The measures that determine the overall impact of Wrap OC  
13 involvement with the Participant and the Participant's family at the time of  
14 closure. Measures may include, but are not limited to: Participant's increased  
15 school attendance, Participant's improved academics, Participant residing in a  
16 family setting, decreased problematic behaviors, increased use of appropriate  
17 coping skills by the Participant and/or the Participant's family, and increased  
18 perception of met needs by the Participant and/or the Participant's family.

19 1.75 Supervised Independent Living Placement (SILP): The type of foster  
20 care placement for young adults who are developmentally ready to live in a less-  
21 restrictive environment that is intended to provide an opportunity for  
22 independent living experiences while receiving a safety net of support and  
23 services.

24 1.76 Technical Assistance Meeting: A structured meeting with WRIT, the  
25 referring party, and the Wrap OC Provider Agency that is requested when a Wrap  
26 OC Team has reached a challenge in the Wrap OC process with a particular family.  
27 The meeting is facilitated by WRIT and is designed to provide support and  
28 assistance in moving the Wrap OC team, including the Participant and the

1 Participant's family, forward. It shall be attended by the referring party and  
2 his or her supervisor, the Wrap OC Team's Care Coordinator, Parent Partner,  
3 Youth Partner, Supervisor, and members of WRIT.

4 1.77 Trauma-Informed Practice: A strengths-based framework grounded in  
5 an understanding of and responsiveness to the impact of trauma, that emphasizes  
6 physical, psychological, and emotional safety for both survivors (Participants  
7 and Participants' families) and providers, and that creates opportunities for  
8 survivors and their families to rebuild a sense of control and empowerment.  
9 Professionals who provide trauma-informed care and practice to children/youth  
10 and families involved with the child welfare system and/or the probation system,  
11 must understand the impact of trauma on child development and learn how to  
12 effectively minimize its effects without causing additional trauma.

13 1.78 Treatment Foster Care Oregon - Orange County (TFCO-OC): An  
14 evidence-based treatment model used to serve youth who exhibit high needs by  
15 providing an alternative to congregate care for youth who meet the following  
16 requirements: eligible for Wrap OC, have an identified family with whom to live  
17 following the Participant's involvement in TFCO-OC. TFCO-OC includes the use  
18 of treatment foster homes, which are located in the community, and a clinical  
19 team to help stabilize the TFCO-OC Participant's behavior. It also prepares  
20 the Participant's after-care family to receive the Participant into their home,  
21 typically within six to twelve (6-12) months.

22 1.79 TFCO-OC Youth Partner: Wrap OC Provider Agency staff who provide  
23 consistent, reinforcing support to Participants in TFCO-OC by helping  
24 Participants learn, practice, and demonstrate pro-social behavior, problem-  
25 solving, and appropriate coping skills.

26 1.80 Tutor: PNP Agency staff with demonstrated proficiency in the  
27 subject matter assigned, who assists students with queries and difficulties  
28 relating to the subject matter, and who has received additional training in

1 tutoring children with emotional and behavioral problems.

2 1.81 Tutoring: One-to-one instruction and academic coaching in one (1)  
3 or more academic subject(s).

4 1.82 Ward(s): A person who is under the age of eighteen (18) years,  
5 when he or she violates any law which is defined as a crime of the State of  
6 California and is within the jurisdiction of the Juvenile Court, which may  
7 adjudge such person to be a ward of the court and may place the person under  
8 supervision by the Probation Department, pursuant to WIC Section 602.

9 1.83 Wraparound Fidelity Index (WFI): The survey process that measures  
10 eleven (11) elements of the Wrap OC process for Wrap OC Participant(s),  
11 Participant's primary caregiver, Parent Partner, Youth Partner and Care  
12 Coordinator. The process is completed through brief, confidential telephone  
13 interviews with families who agree to participate, and it is administered by a  
14 neutral third party.

15 1.84 Wraparound Orange County (Wrap OC): A program authorized by SB 163  
16 that allows the flexible use of State foster care dollars to provide eligible  
17 children/youth with family-based service alternatives to congregate care. It  
18 is administered by SSA in partnership with HCA and Probation, and it provides  
19 a collaborative, highly-individualized process for creating specific, unique  
20 resources and services to engage Participants and their families. It is designed  
21 to maximize the capacity of each family to meet the child/youth's needs and to  
22 prevent or reduce the need for residential placement.

23 1.85 Wrap OC Child and Family Team (Wrap CFT): Group that forms to meet  
24 the needs of an eligible child/youth/NMD through whatever means possible. In  
25 order to ensure family voice and ownership in the POC, every effort shall be  
26 made to ensure family members and family representative(s) constitute a minimum  
27 of fifty percent (50%) of the Wrap CFT. This team includes the Participant  
28 and:

1 1.85.1 Participant's parent(s) and/or selected family members,  
2 family representative, resource parent or guardian;

3 1.85.2 The appropriate representative of the primary  
4 jurisdictional agency (SSW, DPO, MH Clinician, etc.);

5 1.85.3 Relevant counseling or mental health representatives; and

6 1.85.4 Any other person(s) influential in the Participant's  
7 and/or Participant's family's lives who may be instrumental in developing  
8 effective services and/or whomever the Participant's family wants to  
9 participate.

10 1.86 Wrap CFT Member: Participant, Participant's Family, Care  
11 Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional  
12 or non-traditional support system, significant other, professional, or natural  
13 support designated by the Participant and/or Participant's Family. Wrap CFT  
14 members are the critical decision-makers, attend Wrap CFT meetings, have regular  
15 contact with the Participant and Participant's Family, and are able to access  
16 needed resources.

17 1.87 Wrap OC Model: The Wrap OC model, which was approved by the County  
18 of Orange Board of Supervisors and the CDSS, details the COUNTY's plan to use  
19 Wraparound funding to provide eligible children/youth with family-based service  
20 alternatives to congregate care. The Wrap OC model utilizes a combination of  
21 funding from both child welfare services and Medi-Cal funds approved by HCA, as  
22 the County's Mental Health provider. Child welfare services funding enables  
23 Wrap OC to provide more strength-based, flexible services and supports to  
24 Participants and their families; whereas Medi-Cal funding, by definition, is  
25 more deficit-based and requires extensive documentation to ensure services meet  
26 medical necessity, all Medi-Cal guidelines, and claiming requirements.

27 1.88 Wrap OC Provider Agency: A community-based organization under  
28 contract with COUNTY to implement Wrap OC to a specific number of Participants

1 and their respective families, including siblings and parent(s)/caregiver(s).

2 1.89 Wraparound Oversight Group (WOG): A group that includes the  
3 Executive Director or Deputy Director-level representatives from SSA/CFS,  
4 HCA/Behavioral Health Services, and Probation. WOG receives reports from  
5 ADMINISTRATOR regarding program, fiscal, contract, evaluation, and training;  
6 ensures collaboration between agencies; and develops policy recommendations in  
7 keeping with Wraparound OC Plan, as approved by the County of Orange Board of  
8 Supervisors. WOG directs the reinvestment of any cost savings that may accrue  
9 as a result of Wrap OC.

10 1.90 Wraparound Review and Intake Team (WRIT): A group that includes a  
11 parent representative and representatives from SSA/CFS, HCA/Behavioral Health  
12 Services, Probation, CONTRACTOR, and Orange County Department of Education.  
13 WRIT reviews eligibility for Wrap OC, establishes the Wraparound rate per CDSS  
14 directives, and provides consultation to Wrap OC Provider Agencies in the Family  
15 Review Process.

16 1.91 Youth Partner: Wrap OC Provider Agency staff that provides  
17 consistent, reinforcing support to Participant. Youth Partner shall assist  
18 Participant(s) in learning, practicing, and exhibiting pro-social behaviors,  
19 problem solving, and appropriate coping skills; mentor youth by modeling pro-  
20 social behavior, and encourage Participants to complete their Probation  
21 requirements, as may be applicable.

22 1.92 Child and Adolescent Needs and Strengths (CANS) Assessment Tool: A  
23 child welfare assessment tool for children ages birth to twenty-one (21) adopted  
24 by the CDSS. The assessment includes the Core 50 and Trauma domain, used by  
25 CFT members to recognize trauma experienced by the family.

26 ~~1.91~~ 1.93 Resource Parent: Formerly known as foster parent(s) provide  
27 care for children who cannot live with their parents, and play a supportive  
28 role in reunification. Resource Parents support the many needs of children and



1 | [youth involved in out-of-home care.](#)

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