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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

\_\_\_\_\_  
FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY  
PROVIDER NETWORK PROGRAM SERVICES

This AGREEMENT, entered into this first 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 \_\_\_\_\_, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency (SSA) 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 group home care or Short-Term Residential Therapeutic Program through the development of expanded family-based interventions; and

WHEREAS COUNTY desires to contract with CONTRACTOR for the provision of Wraparound Orange County Provider Network Programs described herein; 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 California Welfare and Institutions Code Section 18250 et seq. which defines and describes the standards of the Wraparound Program for children covered by

1 the State Mental Health System of Care; and

2 WHEREAS, the amended Wraparound Orange County Plan and Memorandum of  
3 Understanding between SSA and the California Department of Social Services was  
4 approved by COUNTY on November 19, 2002, for the purpose of delivering Wraparound  
5 Services in Orange County; and

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

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

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EXHIBIT A

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EXHIBIT C

- 1. TUTORING SERVICES ..... 1
- 2. COMPENSATION ..... 5
- 3. STAFFING ..... ~~6~~<sup>7</sup>

1           1.    TERM

2           The term of this Agreement shall commence on July 1, 2018, and terminate  
3           on June 30, ~~2021~~2022, unless earlier terminated pursuant to the provisions of  
4           Paragraph 40 of this Agreement; however, CONTRACTOR shall be obligated to  
5           perform such duties as would normally extend beyond this term, including, but  
6           not limited to, obligations with respect to indemnification, audits, reporting  
7           and accounting. This Agreement may be renewed thereafter for one (1) additional  
8           one-year term upon mutual agreement of both Parties. The COUNTY does not have  
9           to provide a reason if it elects not to renew this Agreement.

10          2.    ALTERATION OF TERMS

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

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

21          3.    STATUS OF CONTRACTOR

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

1 to be provided during the course and scope of their employment.

2 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any  
3 rights and/or privileges of COUNTY employees, and shall not be considered in  
4 any manner to be COUNTY employees.

5 4. DESCRIPTION OF SERVICES AND STAFFING

6 4.1 CONTRACTOR agrees to provide those services, facilities, equipment,  
7 and supplies, as described in the Exhibit(s) A through C to the Agreement  
8 between County of Orange and \_\_\_\_\_, attached hereto and incorporated  
9 herein by reference: Exhibit A (Wraparound Orange County (Wrap OC) Provider  
10 Network Program (PNP) Services) which include general requirements for all  
11 Service Components; Exhibit B (Wrap OC PNP Sexual Behavior Treatment (SBT)  
12 Services); and Exhibit C (Wrap OC PNP Tutoring Services).

13 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR  
14 may require changes in staffing allocations to reflect current workload demands  
15 or service needs as long as COUNTY's maximum obligation, as set forth in this  
16 Agreement, is not exceeded.

17 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
18 staff to attend an orientation session and subsequent training sessions given  
19 by COUNTY.

20 5. LICENSES AND STANDARDS

21 5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
22 required by the laws of the United States, State of California (hereinafter  
23 referred to as "State"), County of Orange, and all other appropriate  
24 governmental agencies to perform the services described in this Agreement, and  
25 agrees to maintain these licenses and permits in effect for the duration of  
26 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct  
27 themselves in compliance with such laws and licensure requirements, including,  
28 without limitation, compliance with laws applicable to sexual harassment and

1 ethical behavior.

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

11 5.2.1 For federally funded Agreements in the amount of \$25,000  
12 or more, CONTRACTOR certifies that its officers and/or principals are not  
13 debarred or suspended from federal financial assistance programs and/or  
14 activities.

15 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16 6.1 Delegation and Assignment

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

26 6.1.2 COUNTY reserves the right to immediately terminate the  
27 Agreement in the event COUNTY determines that the assignee is not qualified or  
28 otherwise acceptable to COUNTY for the provision of services under the

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1 Agreement.

2 6.2 Change of Ownership

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

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9 6.26.3 Subcontracts

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

16 7. FORM OF BUSINESS ORGANIZATION

17 7.1 Form of Business Organization

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

22 7.1.1 The form of CONTRACTOR's business organization, ~~i.e.~~ e.g.,  
23 proprietorship, partnership, corporation, etc.

24 7.1.2 A detailed statement indicating the relationship of  
25 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
26 individual.

27 7.1.3 A detailed statement indicating the relationship of  
28 CONTRACTOR to any subsidiary business organization or to any individual who may



1 be providing services, supplies, material, or equipment to CONTRACTOR or in any  
2 manner does business with CONTRACTOR under this Agreement.

3 7.2 Change in Form of Business Organization

4 If, during the term of this Agreement, the form of CONTRACTOR's  
5 business organization changes, or the ownership of CONTRACTOR changes, or when  
6 changes occur between CONTRACTOR's and other business that could impact services  
7 provided through ~~relationship to other businesses dealing with CONTRACTOR under~~  
8 this Agreement ~~changes~~, CONTRACTOR shall promptly notify ADMINISTRATOR, in  
9 writing, detailing such changes. A change in the form of business organization  
10 may, at COUNTY's sole discretion, be treated as an attempted assignment of  
11 rights or delegation of duties of this Agreement.

12 7.3 Name Changes

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

18 8. NON-DISCRIMINATION

19 8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
20 shall not engage nor employ any unlawful discriminatory practices in the  
21 admission of clients, provision of services or benefits, assignment of  
22 accommodations, treatment, evaluation, employment of personnel, or in any other  
23 respect, on the basis of race, religious creed, color, national origin,  
24 ancestry, physical disability, mental disability, medical condition, genetic  
25 information, marital status, sex, gender, gender identity, gender expression,  
26 age, sexual orientation, military and veteran status, or any other protected  
27 group, in accordance with the requirements of all applicable federal or State  
28 laws.

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1           8.2 CONTRACTOR shall furnish any and all information requested by  
2 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
3 books, records, and accounts in order to ascertain CONTRACTOR's compliance with  
4 Paragraph 8 et seq.

5           8.3 Non-Discrimination in Employment

6           8.3.1 CONTRACTOR shall comply with Executive Order 11246,  
7 entitled "Equal Employment Opportunity," as amended by Executive Order 11375  
8 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

9           8.3.2 All solicitations or advertisements for employees placed  
10 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
11 receive consideration for employment without regard to race, religious creed,  
12 color, national origin, ancestry, physical disability, mental disability,  
13 medical condition, genetic information, marital status, sex, gender, gender  
14 identity, gender expression, age, sexual orientation, military and veteran  
15 status, or any other protected group, in accordance with the requirements of  
16 all applicable federal or State laws. Notices describing the provisions of the  
17 equal opportunity clause shall be posted in a conspicuous place for employees  
18 and job applicants.

19           8.3.3 CONTRACTOR shall refer any and all employees desirous of  
20 filing a formal discrimination complaint to:

21           California Department of ~~Social Services-Fair Employment~~  
22           ~~Public Inquiry and Response Bureau~~  
23           ~~P.O. Box 944243, M.S. 8-4-23~~ 2218 Kausen Drive, Suite 100  
24           ~~Sacramento~~Elk Grove, CA 95814758

25           Telephone: (800) ~~952884-5253~~1684

26                           (800) ~~952700-8349~~2320 (~~For the hard of hearing~~TTY)

27           8.4 Non-Discrimination in Service Delivery

28           8.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil

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

22 8.4.2 CONTRACTOR shall provide any and all clients desirous of  
 23 filing a formal complaint any and all information as appropriate:

24 8.4.2.1 Pamphlet: "Your Rights Under California  
 25 Welfare Programs" (PUB 13)

26 8.4.2.2 Discrimination Complaint Form

27 8.4.2.3 Civil Rights Contacts:

28 County Civil Rights Contact:

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Orange County Social Services Agency  
Program Integrity

Attn: Civil Rights Coordinator  
P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services  
Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services  
Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.2 All notices shall be deemed effective when in writing and deposited

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

7 10. NOTICE OF DELAYS

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

13 11. INDEMNIFICATION

14 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
15 writing by COUNTY, and hold U.S. Department of Health and Human Services, the  
16 State, COUNTY, and their elected and appointed officials, officers, employees,  
17 agents, and those special districts and agencies which COUNTY's Board of  
18 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from  
19 any claims, demands, or liability of any kind or nature, including, but not  
20 limited to, personal injury or property damage arising from or related to the  
21 services, products, or other performance provided by CONTRACTOR pursuant to  
22 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court  
23 of competent jurisdiction because of the concurrent active negligence of COUNTY  
24 or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be  
25 apportioned as determined by the court. Neither party shall request a jury  
26 apportionment.

27 12. INSURANCE

28 12.1 Prior to the provision of services under this Agreement, CONTRACTOR

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

9 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
10 behalf of CONTRACTOR pursuant to this Agreement shall be covered under  
11 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject  
12 to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR  
13 shall not allow subcontractors to work if subcontractors have less than the  
14 level of coverage required by COUNTY from CONTRACTOR under this Agreement. It  
15 is the obligation of CONTRACTOR to provide notice of the insurance requirements  
16 to every subcontractor and to receive proof of insurance prior to allowing any  
17 subcontractor to begin work. Such proof of insurance must be maintained by  
18 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY  
19 representative(s) at any reasonable time.

20 12.3 All self-insured retentions (SIRs) shall be clearly stated on the  
21 Certificate of Insurance. Any self-insured retention (SIR) in an amount in  
22 excess of fifty thousand dollars (\$50,000) shall specifically be approved by  
23 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current  
24 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in  
25 addition to, and without limitation of, any other indemnity provision(s) in the  
26 Agreement, agrees to all of the following:

27 12.3.1 In addition to the duty to indemnify and hold COUNTY  
28 harmless against any and all liability, claim, demand or suit resulting from

1 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this  
 2 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with  
 3 counsel approved by Board of Supervisors against same; and

4 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be  
 5 absolute and irrespective of any duty to indemnify or hold harmless; and

6 12.3.3 The provisions of California Civil Code Section 2860 shall  
 7 apply to any and all actions to which the duty to defend stated above applies,  
 8 and CONTRACTOR'S SIR provisions shall be interpreted as though CONTRACTOR was  
 9 an insurer and COUNTY was the insured.

10 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
 11 the full term of this Agreement, COUNTY may terminate this Agreement.

12 12.5 Qualified Insurer

13 12.5.1 The policy or policies of insurance required herein must  
 14 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating)  
 15 and VIII (Financial Size Category as determined by the most current edition of  
 16 the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It  
 17 is preferred, but not mandatory, that the insurer be licensed to do business in  
 18 the state of California (California Admitted Carrier).

19 12.6 If the insurance carrier does not have an A.M. Best Rating of A-  
 20 /VIII, the CEO/Office of Risk Management retains the right to approve or reject  
 21 a carrier after a review of the company's performance and financial rating.

22 12.7 The policy or policies of insurance maintained by CONTRACTOR shall  
 23 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
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence

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

#### 8       12.8 Required Coverage Forms

9           12.8.1 Commercial General Liability coverage shall be written on  
10 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing  
11 liability coverage at least as broad.

12           12.8.2 Business Auto Liability coverage shall be written on ISO  
13 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing  
14 coverage at least as broad.

#### 15       12.9 Required Endorsements

16           12.9.1 Commercial General Liability policy shall contain the  
17 following endorsements, which shall accompany the Certificate of Insurance:

18           12.9.1.1 An Additional Insured endorsement using ISO  
19 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,  
20 its elected and appointed officials, officers, agents and employees, as  
21 Additional Insureds or provide blanket coverage, which will state AS REQUIRED  
22 BY WRITTEN CONTRACT.

23           12.9.1.2 A primary non-contributing endorsement using  
24 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's  
25 insurance is primary and any insurance or self-insurance maintained by the  
26 County of Orange shall be excess and non-contributing.

27           12.9.2 The Network Security and Privacy Liability policy shall  
28 contain the following endorsements which shall accompany the Certificate of



1 Insurance.

2                   12.9.2.1       An Additional Insured endorsement naming the  
3 County of Orange, its elected and appointed officials, officers, agents and  
4 employees as Additional Insureds for its vicarious liability.

5                   12.9.2.2       A primary and non-contributing endorsement  
6 evidencing that the CONTRACTOR's insurance is primary and any insurance or self-  
7 insurance maintained by the County of Orange shall be excess and non-  
8 contributing.

9                   12.10 The Workers' Compensation policy shall contain a waiver of  
10 subrogation endorsement waiving all rights of subrogation against the County of  
11 Orange, its elected and appointed officials, officers, agents and employees or  
12 provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13                   12.11 All insurance policies required by this Agreement shall waive all  
14 rights of subrogation against the County of Orange, its elected and appointed  
15 officials, officers, agents and employees when acting within the scope of their  
16 appointment or employment.

17                   12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days  
18 of any policy cancellation and ten (10) days for non-payment of premium and  
19 provide a copy of the cancellation notice to COUNTY. Failure to provide written  
20 notice of cancellation may constitute a material breach of the contract, upon  
21 which the COUNTY may suspend or terminate this Agreement.

22                   12.13 If CONTRACTOR's Professional Liability, and/or Network Security &  
23 Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to  
24 maintain Professional Liability, and/or Network Security & Privacy Liability  
25 coverage for two (2) years following completion of this Agreement.

26                   12.14 The Commercial General Liability policy shall contain a severability  
27 of interests clause also known as a "separation of insureds" clause (standard  
28 in the ISO CG 0001 policy).

1           12.15 Insurance certificates should be mailed to COUNTY at the address  
2 indicated in Paragraph 9 of this Agreement.

3           12.16 If CONTRACTOR fails to provide the insurance certificates and  
4 endorsements within seven (7) days of notification by CEO/County Procurement  
5 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

6           12.17 COUNTY expressly retains the right to require CONTRACTOR to increase  
7 or decrease insurance of any of the above insurance types throughout the term  
8 of this Agreement. Any increase or decrease in insurance will be as deemed by  
9 County of Orange Risk Manager as appropriate to adequately protect COUNTY.

10           12.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
11 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
12 certificates of insurance and endorsements with COUNTY incorporating such  
13 changes within thirty (30) days of receipt of such notice, this Agreement may  
14 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled  
15 to all legal remedies.

16           12.19 The procuring of such required policy or policies of insurance shall  
17 not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the  
18 indemnification provisions and requirements of this Agreement, nor act in any  
19 way to reduce the policy coverage and limits available from the insurer.

20 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

23           13.1 Any accident or incident relating to services performed under this  
24 Agreement that involves injury or property damage which may result in the filing  
25 of a claim or lawsuit against CONTRACTOR and/or COUNTY.

26           13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
27 from or relating to services performed by CONTRACTOR under this Agreement.

28           13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY

1 property.

2 13.4 Any loss, disappearance, destruction, misuse or theft of any kind  
3 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR  
4 under the term of this Agreement.

5 14. CONFLICT OF INTEREST

6 14.1 ~~The~~ CONTRACTOR shall exercise reasonable care and diligence to  
7 prevent any actions or conditions that could result in a conflict with ~~the best~~  
8 ~~interests of~~ COUNTY interests. In addition to the CONTRACTOR, this obligation  
9 shall apply to ~~CONTRACTOR~~, CONTRACTOR's employees, agents, and subcontractors  
10 associated with the provision of goods and services provided under this  
11 Agreement ~~accomplishing work and services hereunder~~. The CONTRACTOR's efforts  
12 shall include, but not be limited to, establishing rules and procedures  
13 ~~precautions to~~ preventing its employees, agents, and subcontractors from  
14 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 in the performance of their duties ~~from acting in the~~  
17 ~~best interests of~~ COUNTY.

18 14.2 CONTRACTOR shall notify COUNTY, in writing of any potential  
19 conflicts of interests between CONTRACTOR and COUNTY that may arise prior to,  
20 or during the period of, Agreement performance. While CONTRACTOR will be  
21 required to provide this information without prompting from COUNTY any time  
22 there is a change regarding conflict of interest, CONTRACTOR must also provide  
23 an update to COUNTY whenever requested by COUNTY

24 15. ANTI-PROSELYTISM PROVISION

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

1       16. SUPPLANTING GOVERNMENT FUNDS

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

11       17. EQUIPMENT

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

21               CONTRACTOR further agrees to the following:

22               17.1.1 To maintain all items of Capital Equipment in good working  
23 order and condition, normal wear and tear excepted.

24               17.1.2 To label all items of Capital Equipment, do periodic  
25 inventories as required by ADMINISTRATOR, and to maintain an inventory list  
26 showing where and how the Capital Equipment is being used, in accordance with  
27 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
28 ADMINISTRATOR within ten (10) days of any request therefore.

1           17.1.3 To report in writing to ADMINISTRATOR immediately after  
2 discovery, the loss or theft of any items of Capital Equipment. For stolen  
3 items, the local law enforcement agency must be contacted and a copy of the  
4 police report submitted to ADMINISTRATOR.

5           17.1.4 To purchase a policy or policies of insurance covering  
6 loss or damage to any and all Capital Equipment purchased under this Agreement,  
7 in the amount of the full replacement value thereof, providing protection  
8 against the classification of fire, extended coverage, vandalism, malicious  
9 mischief, and special extended perils (all risks) covering the parties'  
10 interests as they appear.

11           17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
12 requested in writing, shall require the prior written approval of ADMINISTRATOR,  
13 and shall fulfill the provisions of this Agreement which are appropriate and  
14 directly related to CONTRACTOR's service or activity under the terms of this  
15 Agreement. COUNTY may refuse reimbursement for any costs resulting from Capital  
16 Equipment purchased which are incurred by CONTRACTOR, if prior written approval  
17 has not been obtained from ADMINISTRATOR.

18           17.3 Personal Computer Equipment

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

27           18. BREACH SANCTIONS

28           18.1 Failure by CONTRACTOR to comply with any of the provisions,

1 covenants, or conditions of this Agreement shall be a material breach of this  
2 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate  
3 termination and any other remedies available at law, in equity, or otherwise  
4 specified in this Agreement:

5 18.1.1 Afford CONTRACTOR a time period within which to cure the  
6 breach, which period shall be established by ADMINISTRATOR; and/or

7 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the  
8 period in which CONTRACTOR is in breach, which reimbursement shall not be  
9 entitled to later recovery; and/or

10 18.1.3 Offset against any monies billed by CONTRACTOR but yet  
11 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

12 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
13 pursuant to this Paragraph, which notice shall be deemed served on the date of  
14 mailing.

15 19. PAYMENTS

16 19.1 Maximum Contractual Funding Obligation

17 The maximum funding obligation of COUNTY under this Agreement shall  
18 not exceed the amount of \$1,600,000, or actual allowable costs, whichever is  
19 less. The estimated annual amount for each twelve (12) months period is as  
20 follows:

21 19.1.1 \$400,000 for July 1, 2018 through June 30, 2019

22 19.1.2 \$400,000 for July 1, 2019 through June 30, 2020

23 19.1.3 \$400,000 for July 1, 2020 through June 30, 2021

24 19.1.4 \$400,000 for July 1, 2021 through June 30, 2022

25 ~~19.1~~ 19.2 Allowable Costs and Usage

26 During the term of this Agreement, COUNTY shall pay CONTRACTOR  
27 monthly in arrears, in accordance with the compensation structure outlined in  
28 Paragraph 3 of Exhibit B, and Paragraph 2 of Exhibit C, of this Agreement for

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1 each referral subject to any exclusions or limitations specified in each  
 2 Exhibit. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this  
 3 Agreement. CONTRACTOR agrees to supply the services at the unit price referenced  
 4 above, regardless of the number of referrals from COUNTY.

5 ~~19.2~~ 19.3 Claims

6 ~~19.2.1~~ 19.3.1 CONTRACTOR shall submit monthly claims to be  
 7 received by ADMINISTRATOR no later than the fifteenth (15<sup>th</sup>) calendar day of the  
 8 month for expenses incurred in the preceding month, except as detailed below in  
 9 Subparagraph 19.3.4. In the event the fifteenth (15<sup>th</sup>) calendar day falls on  
 10 a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business  
 11 day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day,  
 12 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
 13 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
 14 Thanksgiving Day, and Christmas Day.

15 ~~19.2.2~~ 19.3.2 All claims must be submitted on a form approved  
 16 by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
 17 source documents with the monthly claim, including, inter alia, a monthly  
 18 statement of services, general ledgers, supporting journals, time sheets,  
 19 invoices, canceled checks, receipts, and receiving records, some of which may  
 20 be required to be copied. Source documents that CONTRACTOR must submit shall  
 21 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
 22 shall retain all financial records in accordance with Paragraph 23 of this  
 23 Agreement.

24 ~~19.2.3~~ 19.3.3 Payments should be released by COUNTY within a  
 25 reasonable time period of approximately thirty (30) days after receipt of a  
 26 correctly completed claim form and required supporting documentation.

27 ~~19.2.4~~ 19.3.4 Year End and Final Claims

28 ~~19.2.4.1~~ 19.3.4.1 During each COUNTY fiscal year, July 1

1 through June 30, covered under the term of this Agreement, COUNTY may establish  
2 two (2) billing periods (June 1<sup>st</sup> through June 15<sup>th</sup> and June 16<sup>th</sup> through June  
3 30<sup>th</sup>) for the month of June which shall require CONTRACTOR submit separate  
4 invoice claims for each billing period. In the event COUNTY determines a need  
5 for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will  
6 provide written notification to CONTRACTOR by the 15<sup>th</sup> of May of each  
7 corresponding fiscal year, which will inform CONTRACTOR of applicable invoice  
8 claim deadlines.

9 ~~19.2.4.2~~19.3.4.2 CONTRACTOR shall submit a final claim for  
10 each COUNTY fiscal year, July 1 through June 30, covered under the term of this  
11 Agreement, as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each  
12 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
13 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
14 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim  
15 per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

16 ~~19.2.4.3~~19.3.4.3 The basis for final settlement shall be the  
17 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred  
18 and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the  
19 maximum obligation of COUNTY. In the event that any overpayment has been made,  
20 COUNTY may offset the amount of the overpayment against the final payment. In  
21 the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY  
22 all such sums within five (5) business days of notice from COUNTY. Nothing  
23 herein shall be construed as limiting the remedies of COUNTY in the event an  
24 overpayment has been made.

25 20. OVERPAYMENTS

26 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
27 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in  
28 accordance with any applicable regulations and/or policies in effect during the



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

11 21. OUTSTANDING DEBT

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

15 22. FINAL REPORT

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

22 23. RECORDS, INSPECTIONS, AND AUDITS

23 23.1 Financial Records

24 23.1.1 CONTRACTOR shall prepare and maintain accurate and  
25 complete financial records. Financial records shall be retained by CONTRACTOR  
26 for a minimum of five (5) years from the date of final payment under this  
27 Agreement, or until all pending COUNTY, State, and federal audits are completed,  
28 whichever is later.

1           23.1.2 CONTRACTOR shall establish and maintain reasonable  
2 accounting, internal control, and financial reporting standards in conformity  
3 with generally accepted accounting principles established by the American  
4 Institute of Certified Public Accountants and to the satisfaction of  
5 ADMINISTRATOR.

6           23.2 Client Records

7           23.2.1 CONTRACTOR shall prepare and maintain accurate and  
8 complete records of clients served and dates and type of services provided under  
9 the terms of this Agreement in a form acceptable to ADMINISTRATOR.

10          23.2.2 CONTRACTOR shall keep all COUNTY data provided to  
11 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years  
12 from the date of final payment under this Agreement, or until all pending  
13 COUNTY, State, and federal audits are completed, whichever is later. These  
14 records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY  
15 provides written approval for the right to store the records in another county.  
16 Notwithstanding anything to the contrary, upon termination of this Agreement,  
17 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
18 accordance with Subparagraph 40.2.

19          23.2.3 COUNTY may refuse payment for a claim if client records  
20 are determined by COUNTY to be incomplete or inaccurate. In the event client  
21 records are determined to be incomplete or inaccurate after payment has been  
22 made, COUNTY may treat such payment as an overpayment within the provisions of  
23 this Agreement.

24          23.3 Public Records

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

1           23.4 Inspections and Audits

2           23.4.1 The U.S. Department of Health and Human Services,  
3 Comptroller General of the United States, Director of CDSS, State Auditor-  
4 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
5 Department, or any of their authorized representatives, shall have access to  
6 any books, documents, papers, and records, including medical records, of  
7 CONTRACTOR which any of them may determine to be pertinent to this Agreement.  
8 Further, all the above mentioned persons have the right at all reasonable times  
9 to inspect or otherwise evaluate the work performed or being performed under  
10 this Agreement and the premises in which it is being performed.

11           23.4.2 CONTRACTOR shall make its books and records available  
12 within the borders of Orange County within ten (10) days of receipt of written  
13 demand by ADMINISTRATOR.

14           23.4.3 In the event CONTRACTOR does not make available its books  
15 and financial records within the borders of Orange County, CONTRACTOR agrees to  
16 pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
17 designee, necessary to obtain CONTRACTOR's books and records.

18           23.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
19 liability to the State or Federal Government or any agency thereof resulting  
20 from any disallowances or other audit exceptions to the extent that such  
21 liability is attributable to CONTRACTOR's failure to perform under this  
22 Agreement.

23           23.5 Evaluation Studies

24           23.5.1 CONTRACTOR shall participate, as requested by COUNTY, in  
25 research and/or evaluative studies designed to show the effectiveness and/or  
26 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
27 project.

28           24. PERSONNEL DISCLOSURE

1           24.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
2 all personnel providing services hereunder, including résumés and job  
3 applications. Changes to the list will be immediately provided to  
4 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application.

5 The list shall include:

6           24.1.1 Names and dates of birth of all full or part-time personnel  
7 by title, including volunteer personnel, whose direct services are required to  
8 provide the programs described herein;

9           24.1.2 A brief description of the functions of each position and  
10 the hours each person works each week, or for part-time personnel, each day or  
11 month, as appropriate;

12           24.1.3 The professional degree, if applicable, and experience  
13 required for each position; and

14           24.1.4 The language skill, if applicable, for all personnel.

15           24.2 Where authorized by law, and in a manner consistent with California  
16 Government Code §12952, CONTRACTOR shall require prospective employees to  
17 provide detailed information regarding the conviction of a crime by any court  
18 for offenses other than minor traffic offenses. Information discovered  
19 subsequent to the hiring or promotion of any prospective employee shall be cause  
20 for termination from the performance of services under this Agreement.

21           24.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
22 COUNTY, a clearance on the following public websites of the names and dates of  
23 birth for all employees and/or volunteers who will have direct, interactive  
24 contact with clients served through this Agreement: U.S. Department of Justice  
25 National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
26 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

27           24.4 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 24.5 CONTRACTOR shall ensure that clearances and background checks  
9 described in Subparagraphs 24.3 and 24.4 are completed prior to CONTRACTOR's  
10 personnel providing services under this Agreement.

11 24.6 In the event a record is revealed through the processes described  
12 in Subparagraphs 24.3 and 24.4, COUNTY will be available to consult with  
13 CONTRACTOR on appropriateness of personnel providing services through this  
14 Agreement.

15 24.7 CONTRACTOR warrants that all persons employed or otherwise assigned  
16 by CONTRACTOR to provide services under this Agreement have satisfactory past  
17 work records and/or reference checks indicating their ability to perform the  
18 required duties and accept the kind of responsibility anticipated under this  
19 Agreement. CONTRACTOR shall maintain records of background investigations and  
20 reference checks undertaken and coordinated by CONTRACTOR for each employee  
21 and/or volunteer assigned to provide services under this Agreement, for a  
22 minimum of five (5) years from the date of final payment under this Agreement,  
23 or until all pending COUNTY, State, and federal audits are completed, whichever  
24 is later, in compliance with all applicable laws.

25 24.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
26 arrest and/or subsequent conviction, for offenses, other than minor traffic  
27 offenses, of any paid employee and/or volunteer staff performing services under  
28 this Agreement, when such information becomes known to CONTRACTOR.

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

6 24.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
7 staff performing work hereunder, and any proposed changes in CONTRACTOR's staff.

8 24.10 COUNTY shall have the right to require CONTRACTOR to remove any  
9 employee from the performance of services under this Agreement. At the request  
10 of COUNTY, CONTRACTOR shall immediately replace said personnel.

11 24.11 CONTRACTOR shall notify COUNTY immediately when staff is terminated  
12 for cause from working on this Agreement.

13 24.12 Disqualification, if any, of CONTRACTOR staff, pursuant to Paragraph  
14 24, shall not relieve CONTRACTOR of its obligation to complete all work in  
15 accordance with the terms and conditions of this Agreement.

16 25. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 agents, officers and employees from employer sanctions and any other liability  
2 which may be assessed against CONTRACTOR or COUNTY or both in connection with  
3 any alleged violation of any federal or State statutes or regulations pertaining  
4 to the eligibility for employment of any persons performing work under this  
5 Agreement.

6 26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

7 26.1 CONTRACTOR certifies it is in full compliance with all applicable  
8 federal and State reporting requirements regarding its employees and with all  
9 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments  
10 and will continue to be in compliance throughout the term of the Agreement with  
11 the County of Orange. Failure to comply shall constitute a material breach of  
12 the Agreement and failure to cure such breach within sixty (60) calendar days  
13 of notice from the COUNTY shall constitute grounds for termination of the  
14 Agreement.

15 26.2 In the case of an individual contractor or contractor doing business  
16 in a form other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR  
17 within thirty (30) days of the award of this Agreement:

18 26.2.1 His/her name, date of birth, Social Security Number, and  
19 residence address; or

20 26.2.2 In the case of a contractor doing business in a form other  
21 than as an individual, the name, date of birth, Social Security Number, and  
22 residence address of each individual who owns an interest of ten percent (10%)  
23 or more in the contracting entity.

24 26.3 It is expressly understood that this data will be transmitted to  
25 governmental agencies charged with the establishment and enforcement of child  
26 support orders, and for no other purpose.

27 27. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

28 27.1 Effective January 1, 2001, COUNTY is required to file Federal Form

1 1099-Misc for services received from a "service provider" to whom COUNTY pays  
2 \$600 or more or with whom COUNTY enters into a contract for \$600 or more within  
3 a single calendar year. The purpose of this reporting requirement is to increase  
4 child support collection by helping to locate parents who are delinquent in  
5 their child support obligations.

6 27.2 The term "service provider" is defined in California Unemployment  
7 Insurance Code Section 1088.8, Subparagraph (b)(2) as, "An individual who is  
8 not an employee of the service recipient for California purposes and who received  
9 compensation or executes a contract for services performed for that service  
10 recipient within or without the state." The term is further defined by the  
11 California Employment Development Department to refer specifically to  
12 independent contractors. An independent contractor is defined as, "An  
13 individual who is not an employee of the ... government entity for California  
14 purposes and who receives compensation or executes a contract for services  
15 performed for that ... government entity either in or outside of California."

16 27.3 The reporting requirement does not apply to corporations, general  
17 partnerships, limited liability partnerships, and limited liability companies.

18 27.4 Additional information on this reporting requirement can be found  
19 at the California Employment Development Department web site located at  
20 [www.edd.ca.gov/Payroll\\_Taxes/FAQ - California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm).

21 To comply with the reporting requirements, COUNTY procedures for contracting  
22 with independent contractors mandate that the following information be completed  
23 and forwarded to ADMINISTRATOR immediately upon request:

- 24 27.4.1 First name, middle initial, and last name;
- 25 27.4.2 Social Security Number;
- 26 27.4.3 Address;
- 27 27.4.4 Start and expiration dates of contract; and
- 28 27.4.5 Amount of contract.



1           27.5 The failure of CONTRACTOR to timely submit the requested data shall  
2 constitute a material breach and grounds for termination of this Agreement.

3 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

22 30. CONFIDENTIALITY

23           30.1 CONTRACTOR agrees to maintain the confidentiality of its records  
24 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
25 and all other provisions of law, and regulations promulgated thereunder relating  
26 to privacy and confidentiality, as each may now exist or be hereafter amended.

27           30.2 All records and information concerning any and all persons referred  
28 to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept

1 confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors,  
2 and all other individuals performing services under this Agreement. CONTRACTOR  
3 shall require all of its employees, agents, subcontractors, and all other  
4 individuals performing services under this Agreement to sign an agreement with  
5 CONTRACTOR before commencing the provision of any such services, agreeing to  
6 maintain confidentiality pursuant to State and federal law and the terms of  
7 this Agreement.

8 30.3 CONTRACTOR shall inform all of its employees, agents,  
9 subcontractors, and all other individuals performing services under this  
10 Agreement of this provision and that any person violating the provisions of  
11 said California state law may be guilty of a crime.

12 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
13 be subject to the confidentiality requirements of this Agreement.

14 30.5 CONTRACTOR agrees to maintain the confidentiality of its records  
15 with respect to Juvenile Court matters, in accordance with WIC Section 827, all  
16 applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding  
17 Confidentiality, as it now exists or may hereafter be amended.

18 30.5.1 No access, disclosure, or release of information regarding  
19 a child who is the subject of Juvenile Court proceedings shall be permitted  
20 except as authorized. If authorization is in doubt, no such information shall  
21 be released without the written approval of a Judge of the Juvenile Court.

22 30.5.2 CONTRACTOR must receive prior written approval of the  
23 Juvenile Court before allowing any child to be interviewed, photographed, or  
24 recorded by any publication or organization, or to appear on any radio,  
25 television, or internet broadcast or make any other public appearance. Such  
26 approval shall be requested through child's Social Worker.

27 31. SECURITY

28 31.1 Security Requirements

1                   31.1.1 CONTRACTOR agrees to maintain the confidentiality of all  
2 COUNTY and COUNTY-related records and information pursuant to all statutory  
3 laws relating to privacy and confidentiality that currently exists or exists at  
4 any time during the term of this Agreement. CONTRACTOR represents and warrants  
5 that it has implemented and will maintain during the term of this Agreement  
6 administrative, physical, and technical safeguards to reasonably protect private  
7 and confidential client information, to protect against anticipated threats to  
8 the security or integrity of COUNTY data, and to protect against unauthorized  
9 physical or electronic access to or use of COUNTY data. Such safeguards and  
10 controls shall include at a minimum:

11                   31.1.1.1 Storage of confidential paper files that  
12 ensures records are secured, handled, transported, and destroyed in a manner  
13 that prevents unauthorized access.

14                   31.1.1.2 Control of access to physical and electronic  
15 records to ensure COUNTY data is accessed only by individuals with a need to  
16 know for the delivery of contract services.

17                   31.1.1.3 Control to prevent unauthorized access and to  
18 prevent CONTRACTOR employees from providing COUNTY data to unauthorized  
19 individuals.

20                   31.1.1.4 Firewall protection.

21                   31.1.1.5 Use of encryption methods of electronic COUNTY  
22 data while in transit from CONTRACTOR networks to external networks, when  
23 applicable.

24                   31.1.1.6 Measures to securely store all COUNTY data,  
25 including, but is not be limited to, encryption at rest and multiple levels of  
26 authentication and measures to ensure COUNTY data shall not be altered or  
27 corrupted without COUNTY's prior written consent. CONTRACTOR further represents  
28 and warrants that it has implemented and will maintain during the term of this

1 Agreement administrative, technical, and physical safeguards and controls  
2 consistent with State and federal security requirements.

3 31.2 Security Breach Notification

4 31.2.1 CONTRACTOR shall have policies and procedures in place for  
5 the effective management of Security Breaches, as defined below. In the event  
6 of any actual, attempted, suspected, threatened, or reasonably foreseeable  
7 circumstance CONTRACTOR experiences or learns of that either compromises or  
8 could reasonably be expected to comprise COUNTY data through unauthorized use,  
9 disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall  
10 immediately notify COUNTY of its discovery. After such notification, CONTRACTOR  
11 shall, at its own expense, immediately:

12 31.2.1.1 Investigate to determine the nature and extent  
13 of the Security Breach.

14 31.2.1.2 Contain the incident by taking necessary  
15 action, including, but is not limited to, attempting to recover records,  
16 revoking access, and/or correcting weaknesses in security.

17 31.2.1.3 Report to COUNTY the nature of the Security  
18 Breach, the COUNTY data used or disclosed, the person who made the unauthorized  
19 use or received the unauthorized disclosure, what CONTRACTOR has done or will  
20 do to mitigate any harmful effect of the unauthorized use or disclosure, and  
21 the corrective action CONTRACTOR has taken or will take to prevent future  
22 similar unauthorized use or disclosure.

23 31.2.2 The COUNTY, at its sole discretion and on a case-by-case  
24 basis, will determine what actions are necessary in response to the Security  
25 Breach and who will perform these actions. Actions may include, but are not  
26 limited to: notifications; investigation and remediation costs, including  
27 notification of all whose personal information was disclosed; outside  
28 investigation; forensics; counsel; crisis management; and credit monitoring.

1 In the event COUNTY determines CONTRACTOR will conduct additional action(s),  
2 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional  
3 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR  
4 shall reimburse COUNTY for costs associated to legally required actions.

5 32. COPYRIGHT ACCESS

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

10 33. WAIVER

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

18 34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

19 34.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.  
20 The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose,  
21 including commercial advertisement, promotional purposes, announcements,  
22 displays, or press releases, without COUNTY's prior written consent is expressly  
23 prohibited.

24 34.2 CONTRACTOR may develop and publish information related to this  
25 Agreement where all of the following conditions are satisfied:

26 34.2.1 ADMINISTRATOR provides its written approval of the content  
27 and publication of the information at least thirty (30) days prior to CONTRACTOR  
28 publishing the information, unless a different timeframe for approval is agreed

1 upon by the ADMINISTRATOR;

2 34.2.2 Unless directed otherwise by ADMINISTRATOR, the  
3 information includes a statement that the program, wholly or in part, is funded  
4 through County, State, and Federal Government funds;

5 34.2.3 The information does not give the appearance that the  
6 COUNTY, its officers, employees, or agencies endorse:

7 34.2.3.1 Any commercial product or service; and.

8 34.2.3.2 Any product or service provided by CONTRACTOR,  
9 unless approved in writing by ADMINISTRATOR; and

10 34.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter,  
11 YouTube, or other publicly available social media sites) to publish information  
12 related to this Agreement, CONTRACTOR shall develop social media policies and  
13 procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply  
14 with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
15 media developed in support of the services described within this Agreement.  
16 The policy is available on the Internet at  
17 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

18 35. REPORTS

19 35.1 CONTRACTOR shall provide information deemed necessary by  
20 ADMINISTRATOR to complete any State-required reports related to the services  
21 provided under this Agreement.

22 35.2 CONTRACTOR shall maintain records and submit reports containing  
23 such data and information regarding the performance of CONTRACTOR's services,  
24 costs, or other data relating to this Agreement, as may be requested by  
25 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify  
26 the provisions of this Paragraph upon written notice to CONTRACTOR.

27 36. ENERGY EFFICIENCY STANDARDS

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

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

3 37. ENVIRONMENTAL PROTECTION STANDARDS

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

9 37.1 No facility to be utilized in the performance of the proposed grant  
10 has been listed on the EPA List of Violating Facilities;

11 37.2 It will notify COUNTY prior to award of the receipt of any  
12 communication from the Director, Office of Federal Activities, U.S. EPA,  
13 indicating that a facility to be utilized for the grant is under consideration  
14 to be listed on the EPA List of Violating Facilities; and

15 37.3 It will notify COUNTY and EPA about any known violation of the above  
16 laws and regulations.

17 38. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
18 FEDERAL TRANSACTIONS

19 38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law  
20 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect  
21 to those provisions set down by the OMB and published in the Federal Register  
22 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws  
23 and regulations, it is mutually understood that any contract which utilizes  
24 federal monies in excess of \$100,000 must contain, and CONTRACTOR must certify  
25 compliance utilizing a form provided by ADMINISTRATOR that cites the following:

26 38.1.1 The definitions and prohibitions contained in the clause  
27 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence  
28 Certain Federal Transactions, included in this solicitation, are hereby

1 incorporated by reference in Subparagraph B of this certification.

2 38.1.2 The offeror, by signing its offer, hereby certifies to the  
3 best of his or her knowledge and belief as of December 23, 1989, that

4 38.1.2.1 No federal appropriated funds have been paid  
5 or will be paid to any person for influencing or attempting to influence an  
6 officer or employee of any agency, a Member of Congress, an officer or employee  
7 of Congress, or an employee of a Member of Congress on his or her behalf in  
8 connection with the awarding of any federal contract, the making of any federal  
9 grant, the making of any federal loan, the entering into of any cooperative  
10 agreement, and the extension, continuation, renewal, amendment, or modification  
11 of any federal contract, grant, loan or cooperative agreement;

12 38.1.2.2 If any funds other than federal appropriated  
13 funds (including profit or fee received under a covered federal transaction)  
14 have been paid, or will be paid, to any person for influencing or attempting to  
15 influence an officer or employee of any agency, a Member of Congress, an officer  
16 or employee of Congress, or an employee of a Member of Congress on his or her  
17 behalf in connection with this solicitation, the offeror shall complete and  
18 submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities,  
19 to the Contracting Officer; and

20 38.1.2.3 He or she will include the language of this  
21 certification in all subcontract awards at any tier and require that all  
22 recipients of subcontract awards in excess of \$100,000 shall certify and  
23 disclose accordingly.

24 38.1.3 Submission of this certification and disclosure is a  
25 prerequisite for making or entering into this Agreement imposed by Section 1352,  
26 Title 31, USC. Any person who makes an expenditure prohibited under this  
27 provision or who fails to file or amend the disclosure form to be filed or  
28 amended by this provision, shall be subject to a civil penalty of not less than



1 \$10,000, and not more than \$100,000, for each such failure.

2 39. POLITICAL ACTIVITY

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

6 40. TERMINATION PROVISIONS

7 40.1 ADMINISTRATOR may terminate this Agreement without penalty,  
8 immediately with cause or after thirty (30) days written notice without cause,  
9 unless otherwise specified. Notice shall be deemed served on the date of  
10 mailing. Cause shall include, but not be limited, to any breach of contract,  
11 any partial misrepresentation whether negligent or willful, fraud on the part  
12 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's  
13 reasonable control, and repeated or continued violations of COUNTY ordinances  
14 unrelated to performance under this Agreement that, in the reasonable opinion  
15 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and  
16 regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement  
17 shall relieve COUNTY of all further obligations under this Agreement.

18 40.2 For ninety (90) calendar days prior to the expiration date of this  
19 Agreement, or upon notice of termination of this Agreement ("Transition  
20 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly  
21 transfer of service responsibilities, case records, and pertinent documents.  
22 The Transition Period may be modified as agreed upon in writing by the parties.  
23 During the Transition Period, service and data access shall continue to be made  
24 available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in  
25 extracting and/or transitioning all data in the format determined by COUNTY.

26 40.3 In the event of termination of this Agreement, cessation of business  
27 by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to  
28 provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for

1 any reason, to promptly provide to COUNTY the COUNTY data if requested to do so  
2 on such media as reasonably requested by COUNTY, even if COUNTY is then or is  
3 alleged to be in breach of this Agreement.

4 40.4 The obligations of COUNTY under this Agreement are contingent upon  
5 the availability of federal and/or State funds, as applicable, for the  
6 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
7 for the services hereunder in the budget approved by the Orange County Board of  
8 Supervisors each fiscal year this Agreement remains in effect or operation. In  
9 the event that such funding is terminated or reduced, ADMINISTRATOR may  
10 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
11 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
12 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
13 notification of such determination. CONTRACTOR shall immediately comply with  
14 ADMINISTRATOR's decision.

15 40.5 If any term, covenant, condition, or provision of this Agreement or  
16 the application thereof is held invalid, void, or unenforceable, the remainder  
17 of the provisions in this Agreement shall remain in full force and effect and  
18 shall in no way be affected, impaired, or invalidated thereby.

19 41. GOVERNING LAW AND VENUE

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

42. SIGNATURE IN COUNTERPARTS

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

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

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

By: _____	By: _____
NAME	CHAIRMAN
TITLE	OF THE BOARD OF SUPERVISORS
AGENCY NAME	COUNTY OF ORANGE, CALIFORNIA

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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: \_\_\_\_\_

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND

7  
8 FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY  
9 PROVIDER NETWORK PROGRAM SERVICES  
10 GENERAL REQUIREMENTS FOR ALL SERVICE COMPONENTS

11  
12 1. WRAPAROUND ORANGE COUNTY GENERAL INFORMATION

13 1.1 CONTRACTOR shall provide family-centered services that facilitate  
14 the development and implementation of coordinated, highly-individualized  
15 interventions and activities designed to meet the needs of children, youth, and  
16 Non-Minor Dependent (NMD) youth (collectively referred to as "Participants")  
17 who have been placed, or are at risk of being placed, in residential treatment  
18 that provides an intensive level of structure and care. CONTRACTOR's  
19 interventions shall consider safety concerns, build upon the strengths of the  
20 Participants and Participant's family, and offer services tailored to address  
21 each family's unique and changing needs. CONTRACTOR understands and shall  
22 provide services that meet the needs of participants who may exhibit behaviors  
23 and/or emotional challenges, and are dependents, probation wards, and/or  
24 receiving mental health services through Health Care Agency's (HCA) Children  
25 and Youth Behavioral Health Services (BHS). CONTRACTOR's primary goals shall  
26 be to enable Participants to live safely in family or family-like settings and  
27 to achieve positive outcomes for the Participants and Participant's family as  
28 an alternative to placement in residential treatment care. Wrap OC utilizes

1 traditional methods, such as counseling, parenting classes, in-home services,  
2 and/or non-traditional methods, such as recreational activities and/or mentoring  
3 services. CONTRACTOR shall promote increased competency and decreased reliance  
4 on formal supports for the Participant and Participant's family.

5 1.2 CONTRACTOR shall deliver diverse and tailored services through an  
6 outcome-based approach which seeks to maximize the abilities of the Participant  
7 and Participant's family to meet their particular needs, and prevent or reduce  
8 residential treatment placement of youth. CONTRACTOR's services shall support  
9 the services provided by contracted Wrap OC Direct Service Providers.  
10 CONTRACTOR's services shall be available to all Participants and their families  
11 served through Wrap OC, and may, at the sole discretion of ADMINISTRATOR, be  
12 extended to other Social Services Agency (SSA) programs. CONTRACTOR shall  
13 consider the family's voice in determining which services best meet the family's  
14 needs. CONTRACTORS shall work directly with Wrap OC Direct Service Providers  
15 in providing Wrap OC PNP services to Wrap OC Participants.

16 1.3 ADMINISTRATOR utilizes a model developed by the Center for the Study  
17 of Social Policy called "Strengthening Families" to frame outcomes and  
18 evaluation data. This model, which has been identified as preventing child  
19 abuse and neglect, identifies the following five (5) Protective Factors.  
20 Services provided by Wrap OC PNP CONTRACTOR shall align with one (1) or more of  
21 the following protective factors:

22 1.3.1 Provide Concrete Support in Times of Need;

23 1.3.2 Increase Parental Resilience;

24 1.3.3 Increase Knowledge of Parenting and Child Development;

25 1.3.4 Support the Social and Emotional Competence of Children;

26 and

27 1.3.5 Build Parents' Social Connections.

28 1.4 Research studies support the common-sense notion that when these

1 Protective Factors are well established in a family, the likelihood of child  
2 abuse and neglect diminishes. Research shows that these protective factors are  
3 also "promotive" factors that build family strengths and a family environment,  
4 which promotes optimal child and youth development. Wrap OC is designed to  
5 build these Protective Factors, thereby strengthening Orange County families  
6 and their children/youth.

7 2. TARGET POPULATION

8 CONTRACTOR shall serve the Wrap OC PNP target population which includes,  
9 at SSA's discretion:

10 2.1 Ages birth-to-eighteen (0-18) years, who have been adjudicated as  
11 either a dependent or ward of the juvenile court pursuant to California Welfare  
12 and Institutions Code (WIC) Sections 300 or 602, and are at risk of placement  
13 or placed in a group home at a Rate Classification Level (RCL) of ten-to-sixteen  
14 (10-16) or Short-Term Residential Therapeutic Program (STRTP) licensed by  
15 California Department of Social Services (CDSS); and/or

16 2.2 NMD pursuant to WIC Section 11400(v): a foster child who has  
17 attained the age of eighteen (18) years while in foster care and is younger  
18 than nineteen (19) years as of January 1, 2017, younger than twenty (20) years  
19 as of January 1, 2018, or younger than twenty-one (21) years as of January 1,  
20 2019. NMD may be in a Supervised Independent Living Placement (SILP) or placed  
21 in Extended Foster Care (EFC). The NMD must meet at least one (1) of the AB 12  
22 participation requirements and must participate in a Transitional Independent  
23 Living Plan (TILP) under the responsibility of ADMINISTRATOR.

24 2.3 In placement, or is at risk of placement, in a group home at RCL  
25 ten-to-sixteen (10-16) or STRTP licensed by CDSS. These placements focus on  
26 treatment and care for Participants who exhibit significant emotional/behavioral  
27 disturbance that require the most structure and/or specialized treatment and/or  
28 who exhibit one or more of the following non-exhaustive list of behaviors, as

1 defined in Subparagraph 4.33.

2 2.4 Any other children/youth in the Participant's household, including,  
3 but not limited to, brothers, sisters, cousins, other blood relations, and/or  
4 blended-family children/youth, as determined eligible by ADMINISTRATOR.

5 2.5 Wrap OC eligible Participants residing with a relative or caretaker  
6 in a contiguous county outside of Orange County (i.e., Los Angeles, Riverside,  
7 San Bernardino, and San Diego, Counties), as directed by ADMINISTRATOR.

8 2.6 Families of Participants who are participating in the Adoption  
9 Assistance Program (AAP), Specialized Juvenile Court (e.g., Boys, Court, Girls  
10 Court, Grace Court), Treatment Foster Care Oregon - OC (TFCO-OC), Emergency  
11 Response/Family Maintenance Collaborative Services (ER/FMCS), and/or the Multi-  
12 Disciplinary Consultation Team (MDCT), and/or other programs, as deemed  
13 appropriate and directed by ADMINISTRATOR.

14 2.7 Any child/youth who meets additional eligibility qualifications, as  
15 determined by the ADMINISTRATOR and/or Wrap Oversight Group (WOG). To this end,  
16 eligibility criteria may be expanded by ADMINISTRATOR.

17 3. SERVICE AREAS

18 CONTRACTOR shall provide Wrap OC services in facilities and locations  
19 throughout Orange County and contiguous counties (i.e., Los Angeles County,  
20 Riverside, San Bernardino and San Diego Counties), and the Participants'  
21 residence(s). Approximately ten-to-fifteen percent (10-15%) of the referred  
22 Participants reside outside of Orange County.

23 4. DEFINITIONS

24 Contractor shall be familiar with and understand the following  
25 definitions:

26 4.1 Adolescent Sex Offender (ASO): Youth between the ages of twelve  
27 and seventeen (12-17) years, who commit illegal sexual acts as defined by the  
28 sex crime statutes of the jurisdiction in which the offense has occurred.



1           4.2 Adolescents with Sexual Behavior Problems: Youth with problematic  
2 sexual behavior which is not illegal but potentially harmful to the youth such  
3 as compulsive masturbatory behavior.

4           4.3 Assembly Bill (AB) 12: AB Chapter 559, Statutes of 2010, amendment  
5 to section 17552 of the Family Code, provides transitional support to qualifying  
6 youth until age twenty-one (21).

7           4.4 AB 3632: The special education program under the rules and  
8 regulations of Chapter 26.5; is currently known as AB 114 and also referred to  
9 as Educationally-Required Mental Health Services or Educationally-Related  
10 Behavioral Services. Individuals with Disabilities Education Act (IDEA)  
11 requires that schools provide the services necessary for a child/youth to  
12 benefit from/access his/her education. Establishes procedures governing  
13 referrals of pupils to community mental health services and the responsibilities  
14 of those entities. Services might include, but are not limited to: assessment  
15 and interpretation of mental health needs with integration of information in  
16 service planning; consultation with the student, family, and staff to develop  
17 an appropriate program; individual, group, family, and/or parent counseling  
18 provided by qualified social workers, psychologists, guidance counselors, or  
19 other qualified personnel, including therapeutic counseling when required;  
20 teaching education rights' holders the skills to enable them to support  
21 implementation of a youth's Individualized Education Plan (IEP); positive  
22 behavior intervention, including one-to-one behavioral aides; assessment for  
23 and administration and management of medications; and residential placement.

24           4.5 Adoption Assistance Program (AAP) Funds: Federally-subsidized  
25 program to provide funds to encourage the adoption of children with special  
26 needs children and remove the financial disincentives for families to adopt.  
27 Funds are intended to benefit children in foster care by providing the security  
28 and stability of a permanent home through adoption.

1           4.6 Assignment: Term to signify that a child/youth has been accepted  
2 as a Participant in Wrap OC and that the child/youth and his or her family has  
3 been assigned by Wrap Review and Intake Team (WRIT) to a Wrap OC Direct Service  
4 Provider.

5           4.7 California Work Opportunity and Responsibility to Kids (CalWORKs):  
6 Acronym for the California Work Opportunity and Responsibility to Kids Act of  
7 1997, as described in WIC Section 11200 et seq.

8           4.8 Care Coordinator (CC): Wrap OC Direct Service Provider staff who  
9 is responsible for facilitating the Child and Family Team (CFT) meetings and  
10 guiding the evolution of a Plan of Care (POC) that is family-centered and  
11 effective in safely transitioning and/or maintaining the Participant to the  
12 least restrictive family setting with minimal reliance on formal support  
13 systems.

14           4.9 Caregiver: Any licensed or certified resource parent (formerly known  
15 as foster parent), approved relative caregiver, or approved non-relative  
16 extended family member.

17           4.10 Case Number: A unique alpha-numeric identifier established by the  
18 County of Orange SSA for each Participant in Wrap OC.

19           4.11 Challenge Grants: Federal funding source providing Youth and Family  
20 Resource Centers for children under the jurisdiction of the Orange County  
21 Juvenile Court and/or under the supervision of Orange County's Probation  
22 Department (Probation).

23           4.12 Child and Family Team (CFT): A CFT is comprised of a group that  
24 forms to meet the needs of an eligible child/youth through whatever means  
25 possible. To ensure family voice and ownership in the POC, every effort shall  
26 be made to ensure family members and family representative(s) constitute a  
27 minimum of fifty (50) percent of the CFT. The CFT includes the Participant and  
28 Participant's parent(s)/caregiver(s), and/or selected family members, family

1 representative, resource family parent(s), and/or guardian(s), the appropriate  
2 representative(s) of the primary jurisdictional agency . (Senior Social Worker  
3 [SSW], Deputy Probation Officer [DPO], Mental Health Case Manager [MH Case  
4 Manager], etc.), relevant counseling or mental health representatives, formal  
5 and informal supports, such as an Tutoring, etc., any other person(s)  
6 influential in the Participant's and/or Participant's family's lives who may be  
7 instrumental in developing effective services and/or whomever the Participant's  
8 family wants to participate.

9 4.13 CFT Member: Participant, Participant's family/caregiver(s), Wrap  
10 OC CC, Parent Partner (PP), and Youth Partner (YP)/Marriage and Family Therapist  
11 (MFT) YP, if applicable, and any traditional or non-traditional support system,  
12 significant other, professional, and/or natural support designated by the  
13 Participant and/or Participant's family. CFT members are the critical decision-  
14 makers, attend Wrap OC CFT meetings, maintain regular contact with the  
15 Participant and Participant's family, and are able to access resources as may  
16 be needed.

17 4.14 Child Out-of-Home Report (COR): Information reported to the Wrap  
18 liaisons when Participants are out-of-home overnight or more than twenty-four  
19 (24) hours for reasons such as, for reasons absent without leave (AWOL),  
20 hospitalization, placement in a residential facility (including placement in a  
21 residential facility for educational needs), protective custody for dependents,  
22 or custody violations for wards.

23 4.15 Child Welfare Services Redesign Supportive Services (CWSRSS): Group  
24 of agencies contracting with SSA to provide diverse and tailored services  
25 through a fee-for-service and outcome-based approach for children and families  
26 served by SSA. The program is also referred to as PNP.

27 4.16 Children and Family Services (CFS): One of four (4) Divisions of  
28 SSA. CFS provides services to children and families who are involved with, or

1 at risk of involvement with, the child welfare system. Participants' assigned  
2 SSWs are CFS employees.

3 4.17 Children with Sexual Behavior Problems: Children ages twelve (12)  
4 years and younger who demonstrate developmentally inappropriate or aggressive  
5 sexual behavior.

6 4.18 Community-Based Services: Formal and informal services available  
7 to children/youth and families in the communities where they live, provided  
8 primarily by staff from non-governmental, community-based agencies.

9 4.19 Concluded: The term used to signify the closure of a Wrap OC case  
10 and/or that the Participant's participation in Wrap has concluded.

11 4.20 Congregate Care: A placement for children/youth that includes  
12 twenty-four (24)-hour supervision in a highly-structured setting or institution.

13 4.21 Contiguous County: Any California county that shares a border with  
14 Orange County (i.e., Los Angeles County, Riverside, San Bernardino and San Diego  
15 Counties).

16 4.22 Cost Effective: Achieving the desired goal with minimum  
17 expenditures.

18 4.23 Cost of Doing Business (CODB): Expenses incurred as a routine part  
19 of conducting business and common to all providers engaged in providing similar  
20 services.

21 4.24 County's Database System: Any case management database developed  
22 by the County to: track Wrap OC data; create Wrap OC reports; enable more  
23 accurate monitoring of outcomes; inform decision-making; facilitate quality  
24 assurance; and improve service delivery. This involves a collaborative effort  
25 between County IT, SSA, HCA, Probation, and contracted Wrap OC Providers.

26 4.25 Crisis Assessment Team (CAT): The CAT provides twenty-four (24)  
27 hour mobile response services to any adult or youth experiencing a behavioral  
28 health crisis. Staff members receive calls to provide crisis intervention to

1 individuals living with mental health issues from law enforcement officers in  
2 the field, social services agencies' staff, and concerned family members. CAT  
3 conducts risk assessments, initiates involuntary hospitalizations when  
4 necessary, provides resources and linkage, and conducts follow-up contacts for  
5 individuals assessed.

6 4.26 Cultural Competency: A responsive awareness and acceptance of  
7 cultural differences; an awareness of one's own cultural values; an  
8 understanding the "dynamics of difference" in the helping process; a basic  
9 knowledge about each Participant and family's culture; and the ability to adapt  
10 practice skills to fit the cultural needs of the children, youth, and families.

11 4.27 Culturally Responsive: To display a general knowledge of cultural  
12 values and mores of individuals from diverse ethnic groups and the ability to  
13 adapt practice accordingly. A willingness and ability to recognize and interact  
14 responsively, respectfully, and effectively with people from diverse cultures,  
15 classes, races, ethnic groups, and religious backgrounds, in a manner that  
16 recognizes, respects, affirms, and values the worth of individuals, families,  
17 and communities, as well as protects the dignity of each person.

18 4.28 Dependency Drug Court (DDC): The Juvenile Court has implemented  
19 DDC for SSA families. A number of these families have been offered the option  
20 to participate in Wrap to support reunification efforts and their success with  
21 DDC.

22 4.29 Dependent: A child who is under the jurisdiction of the Orange  
23 County Juvenile Court as a result of abuse and/or neglect, and who is under the  
24 supervision of SSA.

25 4.30 Diagnosis: Definition of the nature of the Participant's medical  
26 disorder and/or, as it more generally applies to Wrap OC, the Participant's  
27 mental disorder, per the most current edition of the Diagnostic and Statistical  
28 Manual of Mental Disorders (DSM) published by the American Psychiatric

1 Association.

2 4.31 Early and Periodic Screening, Diagnosis, and Treatment Program  
3 (EPSDT): A 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 4.32 Educationally-Related Mental Health Services: Formerly known as AB  
9 3632; also known as Chapter 26.5 and currently known as AB 114. Also referred  
10 to as Educationally-Required Mental Health Services or Educationally-Related  
11 Behavioral Services. IDEA requires that schools provide the services necessary  
12 for a child/youth to benefit from/access his/her education. It establishes  
13 procedures governing referrals of pupils to community mental health services  
14 and the responsibilities of those entities. Services might include, but are  
15 not limited to the following: assessment and interpretation of mental health  
16 needs with integration of information in service planning; consultation with  
17 the student, family and staff to develop an appropriate program; individual,  
18 group, family and/or parent counseling provided by qualified social workers,  
19 psychologists, guidance counselors or other qualified personnel, including  
20 therapeutic counseling when required; teaching education rights' holders the  
21 skills to enable them to support implementation of a youth's IEP; positive  
22 behavior intervention, including one-to-one behavioral aides; assessment for,  
23 and administration and management of, medications; and residential placement.

24 4.33 Eligible Child/Youth NMD: A child/youth/NMD who meets any of the  
25 following criteria: ages birth to eighteen (0-18) years; adjudicated as either  
26 a dependent or ward of the Juvenile Court pursuant to WIC Sections 300 or 602;  
27 pursuant to California WIC Section 11400(v): a foster child who has attained  
28 the age of eighteen (18) years while in foster care and is younger than twenty-

1 one (21) years; approved or potential place to reside in the community with a  
2 parent/guardian, relative caregiver, non-related extended family member (NREFM)  
3 or resource parent (formerly known as foster parent) who has agreed to  
4 participate in Wrap OC; at-risk of or placed in congregate care that is licensed  
5 by the CDSS, formerly at a RCL of ten to sixteen (10-16) or higher, and that  
6 focuses on care for children/youth/NMD who exhibit significant emotional and/or  
7 behavioral disturbance, require highly structured environments or require  
8 specialized treatment. The eligible child/youth/NMD may also exhibit behavior  
9 including, but not limited to, one or more of the following behaviors: frequent  
10 running away/AWOL; gang involvement; tagging, property destruction, self-  
11 harming; possession of deadly weapon(s); adjudicated sex offenders; possession  
12 of alcohol and/or drugs for use or sales; juvenile perpetrator; substance abuse  
13 disorders; fire starter; sexualized behavior; sexual exploitation; multiple  
14 placements; minor criminal behavior; oppositional defiant behavior; aggression;  
15 assaultive toward others, educational deficiencies; habitual school truancy  
16 and/or other school-related behavior problems; post-traumatic stress; behaviors  
17 beyond the control of parent(s) and/or primary caregiver(s); recognized mild  
18 developmental disorder; significant mental health disorders; one or more  
19 hospitalizations in a mental health facility; child/youth/NMD has previously  
20 received other intensified services; or may have been raised, or being raised,  
21 in families with multi-generational criminal justice involvement, social  
22 services, involvement, and/or mental health disorders.

23 4.34 Emergency: Period of time when a Participant's immediate situation  
24 is physically threatening and medical, protective (Child Abuse Registry[CAR]),  
25 law enforcement (e.g., police), and/or psychiatric evaluation measures are  
26 required. Such emergencies would include situations in which the Participant  
27 or the Participant's family member(s) become physically aggressive, suicidal,  
28 and/or report aggressive command hallucinations, etc.

1           4.35 Emergency CFT Meeting: An emergency CFT meeting is held to address  
2 Participant's safety issues and placement concerns. Emergency CFT meetings must  
3 occur within twenty-four (24) hours of the event and/or change of circumstances.

4           4.36 Emergency Fund: Funds reserved to deal with any unanticipated  
5 emergencies experienced by individual Participants and/or Participant's  
6 families.

7           4.37 Emergency Response (ER): A program in CFS in which social workers  
8 respond to CAR referrals that are determined to meet the legal definition for  
9 suspected child abuse and/or neglect. ER social workers investigate allegations  
10 of child maltreatment and assess risk and child safety to determine whether  
11 preventative services or protective custody interventions are required.

12           4.38 Enrollment Date: The date a child/youth is enrolled in a Wrap OC  
13 referral Senate Bill (SB) 163 slot.

14           4.39 Extended Foster Care (EFC): Under the provision of Assembly Bill  
15 (AB) 12, the EFC Program allows foster youth to remain in foster care and  
16 continue to receive foster care payment benefits (Aid to Families with Dependent  
17 Children - Foster Care [AFDC-FC] payments) and services beyond age eighteen  
18 (18), as long as the foster youth meets all of the following requirements: Meet  
19 one of the AB 12 participation requirements; living in an approved or licensed  
20 facility; and meeting other eligibility requirements.

21           4.40 Family/Families: Participant's parent(s), sibling(s), and other  
22 relatives related to the Participant by blood, marriage, and/or non-related  
23 extended family connection. Families include the adult(s) committed to a  
24 Participant and/or able to meet the Participant's needs. In most cases, the  
25 family will be a Participant's birth family or kin. In some cases, it may be  
26 might include a step-parent or blended family that has a significant healthy  
27 attachment. In other cases, it will be an adoptive family or a resource family  
28 (formerly known as foster family) with the potential to become a permanent



1 family for the Participant. In most cases, the Participant will be able to  
2 identify the family that has a commitment to the Participant or that has the  
3 potential to develop a commitment. This may include extended family or others  
4 who are seen by the Participant as significant and supportive.

5 4.41 Family-Centered: The needs of children addressed in the context of  
6 their families. Parent(s) or primary caregiver(s) who will participate in all  
7 aspects of the development and implementation of the POC, support, and services  
8 to the degree they are able and to the extent permitted by any outstanding  
9 orders of the court.

10 4.42 Family Maintenance Collaborative Services (FMCS): A CFS voluntary  
11 program designed to stabilize and maintain non-dependent children in their homes  
12 and who have been determined to be at high risk of child abuse or neglect. FMCS  
13 are designed to promote child safety, link families to community-based resources  
14 and reduce the need for protective custody.

15 4.43 Family Representative: Anyone that has a meaningful connection with  
16 the Participant and who is seen by the Participant as significant and supportive.  
17 This may include family member(s), relative(s), neighbor(s), or others who are  
18 involved with, and important to, the Participant such as a football coach or  
19 school teacher.

20 4.44 Family Review Process: The method of ensuring a system of care  
21 support, quality assurance, and continuous system improvement that provides  
22 family collaboration, facilitates quality assurance and involves periodic  
23 reviews and monitoring of individual POCs and outcomes, provides systemic  
24 support at both the Participant and Participant's family level and the system-  
25 practice level. This includes consultation between the Wrap OC Direct Service  
26 Provider and the WRIT or designee.

27 4.45 Family Setting: A living arrangement, which includes, or will  
28 include, the Participant and one or more relatives or caregivers who are willing

1 to participate in a strength-based process and willing to work toward permanency  
2 for the Participant. This may include parents, relative placements, NREFM  
3 placements, guardianships, resource families, or adoptive parents.

4 4.46 Flex Funds: The term used to identify the flexible use of State  
5 and County foster care funds and AAP funds needed to facilitate family self-  
6 sufficiency. Flex funds assist the family in meeting their basic needs to  
7 enable the Participant to remain with or be transitioned to their respective  
8 families or family-like settings, and/or aid the Participant and/or  
9 Participant's Family in developing and implementing more appropriate coping  
10 skills and behavior. Flex funds enable funding to be used for individualized,  
11 intensive Wrap OC interventions and services which include the creative use of  
12 funding to enable Participants to remain safely in the least-restrictive  
13 setting, ideally with their respective families or in family-like settings.

14 4.47 Formal Supports: System based services and support provided by  
15 professionals or other individuals who are paid to care. Formal Supports include  
16 a structure of requirements for which there is oversight by State or federal  
17 agencies, national professional associations, or the general public arena.

18 4.48 Health Care Agency (HCA): The County of Orange Agency authorized  
19 by the State of California Medi-Cal Program to provide services, submit claims,  
20 and receive payments for Medi-Cal-reimbursable activities.

21 4.49 Hours of Service: The number of hours a CC, PP, and/or YP spends  
22 in contact with the Participant and Participant's CFT Team providing Wrap OC  
23 services.

24 4.50 Individual Service Report (ISR): Case-specific report generated  
25 monthly by Wrap OC Direct Service Provider that identifies Flex Fund  
26 expenditures generated by each Wrap OC Direct Service Provider monthly. ISRs  
27 identify CC, PP, and/or YP and all other case-specific Wrap OC costs incurred  
28 each month.

1           4.51 Individualized Services: Services tailored to the specific, unique  
2 needs of the Participant and/or Participant's family. Individualized services  
3 incorporates a flexible, creative approach to treatment planning based on an  
4 assessment of needs, resources, and family strengths and includes the use of  
5 formal and informal supports and services.

6           4.52 Informal Supports: Community-based services and support provided  
7 by individuals or organizations that already exist, or can be developed in the  
8 Participant/Participant family's community, kinship, social, and/or spiritual  
9 networks. Informal support interventions and/or activities utilize friends,  
10 extended family members, clergy and/or other faith-based mentors, neighbors,  
11 educators, coaches, local business persons, other persons who are not paid to  
12 care, and so forth.

13           4.53 Intake Referral: A completed referral form, with all supporting  
14 documentation, initialed by a SSW, DPO, or Mental Health Therapist, to enroll  
15 a child/youth/NMD in Wrap OC.

16           4.54 Licensed Therapist: A mental health care professional who is  
17 licensed as an Licensed Clinical Social Worker (LCSW), MFT, or Psychologist  
18 Ph.D.

19           4.55 Life Area: Areas of basic human needs, including: family  
20 relationships; living environment; educational; vocational/work; social/  
21 recreational; financial; cultural; emotional/psychological; medical/health;  
22 spiritual; safety; and legal. At its sole discretion, ADMINISTRATOR may, with  
23 written notification to CONTRACTOR, add, delete, and/or modify the identified  
24 life areas.

25           4.56 Linkages: Relationships between provider(s) and services in the  
26 community to the benefit of Participant and Participant's family.

27           4.57 Medical Home: A team-based health care delivery model of primary  
28 care to patients, with a goal to obtain maximal health outcomes, also known as

1 the Patient-Centered Medical Home (PCMH) and typically, a Primary Care  
2 Physician, Pediatrician, or Medical Group.

3 4.58 Multi-Disciplinary Consultation Team (MDCT): A team collaboration  
4 with representatives from primarily SSA and HCA, and may also include Probation  
5 and OC Department of Education, to work with non-dependent children to reduce  
6 the need for protective custody and out of home placement by stabilizing and  
7 strengthening the family through a coordination of available services.

8 4.59 Non-Minor Dependent (NMD): A foster child who has attained the age  
9 of eighteen (18) years while in foster care and is younger than twenty-one (21)  
10 years, pursuant to WIC Section 11400(v). NMDs are required to meet at least  
11 one (1) of the AB 12 participation requirements and participate in a TILP under  
12 the support of SSA.

13 4.60 Orange County Intervention Management System (OCIMS) (formerly  
14 Multi-Agency Intervention Data System (MIDS)): Database system which is  
15 currently being tested for implementation to track data and create reports  
16 through the collaborative efforts of SSA, HCA, Probation, and Wrap OC Direct  
17 Service Providers. OCIMS will replace MIDS database currently utilized to  
18 collect data and generate reports for Wrap OC.

19 4.61 Out-of-County: Any California county other than Orange County.  
20 Out-of-County may also be extended to include out of state, as deemed necessary.

21 4.62 Parent Partner (PP): Wrap OC Direct Service Provider staff who  
22 provides support to the Family Team and the Participant's parent(s)/caregiver(s)  
23 in particular. The PP is required to have a personal experience (ideally as a  
24 parent) with services provided through the County's Child Welfare Services,  
25 Probation, or Mental Health System for a minor child(ren) or person(s) who may  
26 be emotionally/behaviorally disturbed.

27 4.63 Participant: A child/youth/NMD who meets the criteria for an  
28 Eligible Child as defined in this Exhibit and has been accepted into a Pre-

1 Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.

2 4.64 Plan Of Care (POC): A written plan which might also include items  
3 to help the Participant and/or the Participant's family to comply with any  
4 orders by the Juvenile Court (dependency and/or Probation). The POC is developed  
5 and signed by the Family Team and includes the following elements: Participant  
6 and Participant family's statement of overall goal(s) or vision; strengths of  
7 the Participant and Participant's family member(s); needs, as defined by the  
8 specific life areas that must be met to achieve the goal(s) of the Participant  
9 and Participant's family; proactive and reactive Safety Plans; type, frequency  
10 and duration of intervention strategies and activities; identification of  
11 financial responsibility for all POC components and desired outcomes.

12 4.65 Pre-Enrollment Date: Date the Participant is assigned to a Wrap OC  
13 Direct Service Provider to begin the Wrap OC Direct services, but prior to  
14 Enrollment Date.

15 4.66 Provider Network Program (PNP): A network of fee-for-service  
16 contracted agencies to provide specific, outcome-based services to children and  
17 families served by SSA in partnership with HCA and Probation Department for  
18 children and families served through Wrap OC. PNP providers deliver diverse  
19 and tailored services. PNP is also known as CWSRSS.

20 4.67 Post-Enrollment Date: Date the Participant is removed from an  
21 Enrolled Wrap OC referral slot. Participant and Participant's family may  
22 continue to be involved in Wrap OC with the Wrap OC Direct Service Provider for  
23 the duration of the POC in effect, up to three (3) months, after which the  
24 Participant will be considered Concluded from Wrap OC. The length of the Post-  
25 Enrollment period is set in the Participant's POC and must be approved by a  
26 Wrap OC Liaison (or designee).

27 4.68 Quality Assurance (QA): Methods, including the use of  
28 interdisciplinary teams, established by ADMINISTRATOR to review the process.

1 performance and outcome measures, and identify opportunities for improvement.

2 4.69 Rate Classification Level (RCL): Formerly the level established by  
3 CDSS for a residential treatment or group home. RCL is used as a point system  
4 to measure the level or intensity of care and supervision required and provided.  
5 Points are based on the number of hours per child, per month, of services  
6 provided in Child Care and Supervision, Social Work Activities, and Mental  
7 Health Treatment Services.

8 4.70 Referral Slot: An allotted place in Wrap OC Program. Includes an  
9 alpha-numeric identifier, which identifies the referring Agency and funding  
10 status of a case that is assigned to each Participant.

11 4.71 Safety Plan: A plan developed by the CFT which includes the  
12 Participant and the Participant's family and/or caregiver(s), in conjunction  
13 with the POC. The Safety Plan provides the Participant and Participant's family  
14 with actions, contacts, responses, and responsibilities to respond to crises  
15 which a child/youth/NMD or family can reasonably predict while in Wrap OC. It  
16 provides a plan for Participants with a history of violence, sexual acting out,  
17 delinquency, and family members with histories of substance abuse and/or other  
18 problems. The Safety Plan is required to address specific, identified  
19 behavioral issues and triggers to ensure these behaviors/triggers are mitigated  
20 and/or controlled. It is also required to inform the Participant's family, all  
21 Family Team members and all team service providers, as appropriate, of these  
22 plans to ensure they are aware of and knowledgeable about, how to implement the  
23 crisis management strategy and how to contact CONTRACTOR.

24 4.72 Satisfaction Surveys: Surveys to measure Participant's,  
25 Participant's family, and the referring Wrap OC Direct Service Provider's  
26 overall satisfaction with Wrap OC, and its specific aspects to recognize  
27 strengths, and identify problems and opportunities for improvement.

28 4.73 Self-Sufficiency: The ability to secure the services and support

1 each Participant and Participant's family needs to meet the needs of the family  
2 and its individual members without the continued assistance of Wrap OC.

3 4.74 Senate Bill (SB) 163: Wrap Services Project allows counties the  
4 flexible use of State foster care dollars to provide eligible children with  
5 family-based service alternatives to group home care using Wrap as the service  
6 process for creating individualized services and support for children and their  
7 families. Wrap serves children who are currently residing, or at risk of being  
8 placed, in a group home which was formerly licensed at an RCL of ten-to-sixteen  
9 (10-16).

10 4.75 Special Incident: A significant event in a Participant's life.  
11 Events may include, but are not limited to: Participant or Participant's family  
12 member's serious injury or death; occurrence of child/youth/NMD or dependent  
13 adult or elder maltreatment; hospitalization; delinquent acts; violence;  
14 property damage; AWOL/runaway episodes; illegal activity; and/or involvement  
15 with law enforcement.

16 4.76 Success: Several measures to determine the overall impact of Wrap  
17 OC involvement with the Participant and the Participant's family, at closure.  
18 Measures may include, but are not limited to, Participant's increased school  
19 attendance, improved academics, residing in a family setting, decreased  
20 problematic behaviors, increased use of appropriate coping skills by the  
21 Participant and/or the Participant's family, and increased perception of met  
22 needs by the Participant and/or the Participant's family.

23 4.77 Supervised Independent Living Placement (SILP): A type of foster  
24 care; a placement for young adults developmentally ready to live in a less  
25 restrictive environment and intended to provide an opportunity for dependent  
26 living experiences while receiving a safety net of support and services.

27 4.78 Technical Assistance Meeting: A structured meeting with the Wrap  
28 Review and Intake Team (WRIT), the referring party, and the Wrap OC Direct

1 Service Provider. It is requested when a Wrap OC Team has reached a challenge  
2 in the Wrap OC process with a particular family and is designed to provide  
3 support and assistance in moving the Wrap Team, including the Participant and  
4 the Participant's family, forward. The Technical Assistance Meeting is  
5 facilitated by WRIT and requires the attendance of the referring party and their  
6 supervisor, the Wrap OC Team's CC, PP, YP and Supervisor, and members of WRIT.

7 4.79 Trauma-Informed Practice: A strengths-based framework grounded in  
8 an understanding of and responsiveness to the impact of trauma that emphasizes  
9 physical, psychological, and emotional safety for both survivors (Participants  
10 and Participant's family) and providers, and that creates opportunities for  
11 survivors and their families to rebuild a sense of control and empowerment.  
12 Professionals who provide Trauma-Informed Care and Practice to children, youth,  
13 and families involved with the child welfare system and/or the probation system  
14 understand the impact of trauma on child development and learn how to effectively  
15 minimize its effects without causing additional trauma.

16 4.80 Treatment Foster Care Oregon - Orange County (TFCO-OC): A  
17 collaboration that includes representatives from SSA and HCA, and may include  
18 Probation and/or OC Department of Education. TFCO-OC is an evidence-based  
19 treatment model to serve youth who exhibit high needs. TFCO-OC serves as a  
20 resource to assist families with non-dependent children/youth who are at-risk  
21 for maltreatment. TFCO-OC is designed to reduce the need for protective custody  
22 and out-of-home placement, and stabilize and strengthen the family through  
23 coordination of available community-based resources and services. TFCO-OC  
24 provides an alternative to congregate care for youth who meet the following  
25 requirements: are eligible for Wrap OC; have an identified family with whom to  
26 live following the Participant's involvement in TFCO-OC; includes the use of  
27 treatment foster homes which are located in the community, and a clinical team  
28 to help stabilize the TFCO-OC Participant's behavior; and who prepares the



1 Participant's after-care family to receive the Participant into their home,  
2 typically within six to twelve (6 to 12) months.

3 4.81 Treatment Foster Care Oregon - Orange County (TFCO-OC) Youth Partner  
4 (YP): Wrap OC Direct Service Provider YP staff who provides consistent,  
5 reinforcing support to Participants in TFCO-OC. The TFCO-OC YP help  
6 Participants learn, practice, and demonstrate pro-social behavior, problem-  
7 solving, and appropriate coping skills.

8 4.82 Tutor: Person with demonstrated proficiency in the subject matter  
9 assigned who assists students with queries and difficulties relating to subject  
10 matter, and who has received additional training in tutoring children with  
11 emotional and behavioral problems.

12 4.83 Tutoring: One-to-one instruction and academic coaching in one (1)  
13 or more academic subject(s).

14 4.84 Ward(s): Any person who is under the age of eighteen (18) years  
15 when he or she violates any law, which is defined as a crime, in the State of  
16 California and is within the jurisdiction of the juvenile court, which may  
17 adjudge such person to be a ward of the court and may place the person under  
18 supervision by the Probation Department, pursuant to WIC Section 602.

19 4.85 Wrap Fidelity Index (WFI): A survey process administered by a  
20 neutral third party that measures eleven (11) elements of the Wrap process for  
21 Wrap OC Participant(s), Participant's primary caregiver, CC, PP, and YP. The  
22 survey is completed through brief, confidential telephone interviews with  
23 families who agree to participate in the project.

24 4.86 Wrap Orange County (Wrap OC): Authorized by SB 163, which allows  
25 the flexible use of State foster care dollars to provide eligible children/youth  
26 with family-based service alternatives to congregate care. Wrap OC is  
27 administered by SSA in partnership with HCA and Probation to provide a  
28 collaborative, highly-individualized process for creating specific, unique

1 resources and services to engage Participants and their families. Wrap OC is  
2 designed to maximize the capacity of each family to meet the child/youth/NMD  
3 needs and to prevent or reduce the need for residential placement.

4 4.87 Wrap Oversight Group (WOG): Group that includes Executive Director  
5 or Deputy Director level representatives from SSA/CFS, HCA/Behavioral Health  
6 Services, and Probation. This group receives reports from SSA regarding program,  
7 fiscal, contract, evaluation, and training, ensures collaboration between  
8 agencies, and develops policy recommendations in keeping with Wrap OC Plan as  
9 approved by the County of Orange Board of Supervisors. WOG directs the  
10 reinvestment of any cost savings that may accrue as a result of Wrap OC.

11 4.88 Wrap OC Plan: A plan approved by County of Orange Board of  
12 Supervisors and CDSS detailing County's plan to use Wrap funding to provide  
13 eligible children/youth with family-based service alternatives to congregate  
14 care.

15 4.89 Wrap OC Direct Service Provider: A community-based organization  
16 under contract with ADMINISTRATOR to implement Wrap OC Direct Services to a  
17 specific number of Participants and their respective families, including  
18 siblings and parent(s)/caregiver(s).

19 4.90 Wrap OC Rules of Conduct: A guideline that Wrap OC Direct, Support,  
20 and PNP CONTRACTOR staff are required to follow to avoid conflict of interest  
21 and inappropriate conduct or relationships with Participants, co-workers,  
22 supervisors, and persons in the community.

23 4.91 Wrap Review and Intake Team (WRIT): Group that includes parent  
24 representatives, as well as representatives from SSA, HCA/Behavioral Health  
25 Services, Probation, Wrap OC Support Services provider, and Orange County  
26 Department of Education. WRIT reviews eligibility for Wrap OC, establishes the  
27 Wrap rate per CDSS directives, and provides consultation to Wrap OC Direct  
28 Service Providers in the Family Review Process.

1           4.92 Youth Partner (YP): CONTRACTOR's staff that provides consistent,  
2 reinforcing support to Participants thereby assisting Participants in learning,  
3 practicing, and exhibiting pro-social behaviors, problem-solving, and  
4 appropriate coping skills. YPs mentor youth by modeling pro-social behavior,  
5 and encourage Participants to complete their Probation requirements, as  
6 applicable.

7           5.    HOURS OF OPERATION

8           5.1 Unless otherwise specified, CONTRACTOR shall provide services  
9 during hours that are responsive to the needs of the target population(s), as  
10 determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services  
11 Monday through Friday, from 8:00 a.m. to 8:00 p.m., weekdays and on Saturdays  
12 and/or Sundays, as needed.

13           5.2 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,  
17 and 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 5.1 of this Exhibit. Any unauthorized closure shall be  
20 deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall  
21 not be reimbursed.

22           6.    ADDITIONAL CONTRACTOR RESPONSIBILITIES

23           In addition to providing services described in Exhibits B and C, as  
24 applicable, CONTRACTOR shall:

25           6.1 Provide intensive, strength and needs-based services and supports,  
26 using a community-based and family-centered process. Services and supports must  
27 be individualized and comprehensive, provided in a manner that is culturally  
28 responsive and linguistically appropriate for the population served. CONTRACTOR

1 shall recruit, hire, and maintain staff that is able to provide services to the  
2 diverse population served by Wrap OC. Regular, temporary, and extra-help  
3 employees of the COUNTY are not eligible to provide services under this  
4 Agreement.

5 6.2 Provide services in a culturally responsive manner, in the language  
6 that meets the Participant's needs, and in a setting accessible to diverse  
7 communities. CONTRACTOR's staff shall possess the language skills and cultural  
8 responsiveness to communicate effectively with target population.

9 6.3 Establish, model, and maintain professional boundaries among staff  
10 and in all interactions with Participants and Families.

11 6.4 Develop and implement policies and procedures (P&Ps) as established  
12 and provided by ADMINISTRATOR. CONTRACTOR shall maintain documentation of such  
13 efforts which may include, but is not limited to, the following:

14 6.4.1 Participation in COUNTY-sponsored and other applicable  
15 training(s); and

16 6.4.2 Identification of measures taken to enhance accessibility  
17 for, and responsiveness to, the physically challenged community.

18 6.5 Ensure the availability of literature to Participants in multiple  
19 languages and formats, as appropriate.

20 6.6 Ensure language translation needed for services shall be provided  
21 by qualified staff and not by the Participant, or Participant's family.

22 6.7 Ensure services are outcome driven and indicators identified must  
23 accurately reflect progress towards the stated service delivery goals. Measure  
24 the Participant's and/or Participant family's gains, if any, after intervention.  
25 CONTRACTOR shall clearly state what changes took place in the Participant and/or  
26 Participant's family.

27 6.8 Appear and testify at Juvenile Court hearings, when requested by  
28 SSA.

1           6.9 Attend meetings, as specified in Paragraph 14 of this Exhibit.

2           6.10 Attend quarterly Wrap OC PNP and QA meetings, as determined by  
3 ADMINISTRATOR.

4           6.11 Ensure staff are familiar with the Wrap OC Program model and  
5 establish cooperative working relationships with the Participants' CFT.

6           6.12 Ensure staff are proficient in English, with the ability to speak  
7 and write in English and prepare clear, complete, and concise case notes,  
8 reports, etc., in the specified language (e.g., English, Spanish, Vietnamese,  
9 etc.).

10          6.13 Utilize appropriate and qualified language translation and  
11 interpretation staff as needed for services. In addition to language skills,  
12 a qualified interpreter must be trained in mental health services and have the  
13 ability to accurately translate terms associated to mental illness, psychotropic  
14 medications, and cultural beliefs practices. CONTRACTOR shall have Participant  
15 materials translated into Spanish, Vietnamese, and other languages identified  
16 and approved for translation by ADMINISTRATOR.

17          6.14 Identify the roles of licensed and unlicensed staff, and/or  
18 paraprofessionals, as applicable.

19          6.15 Obtain prior written approval from ADMINISTRATOR for any extension  
20 of service delivery. CONTRACTOR shall request an extension at least thirty (30)  
21 calendar days in advance of the expected date of termination of services. If  
22 CONTRACTOR elects to continue providing services to a Participant or  
23 Participant's family with a closed case, CONTRACTOR shall not seek, nor be  
24 eligible for, reimbursement for such services.

25          6.16 Provide authorized services for the specified time period for each  
26 referral. CONTRACTOR continuing services beyond the specified time periods  
27 without advance written authorization from ADMINISTRATOR shall be subject to  
28 contract termination. CONTRACTOR shall document and track the beginning and

1 ending dates of services.

2 7. FACILITIES

3 CONTRACTOR's Administrative services under this Agreement shall be  
4 provided at:

5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_

8 Home Based Services will be provided in the homes of FAMILIES referred  
9 for service.

10 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the  
11 facility(ies) and location(s) where services shall be provided.

12 8. SERVICE EVALUATION

13 8.1 CONTRACTOR shall be evaluated, on a quarterly basis, on the  
14 effectiveness of CONTRACTOR's service delivery based on, but not limited to,  
15 the following:

16 8.1.1 Number of referred Participants served monthly and  
17 quarterly throughout the service period, and the number of service days provided  
18 per Participant;

19 8.1.2 Timeliness of services from CONTRACTOR's receipt of  
20 initial call from Wrap OC Direct Service Provider until services are provided;

21 8.1.3 Feedback to ADMINISTRATOR from Participant, Participant's  
22 family, and Wrap OC Direct Service Provider on CONTRACTOR's service delivery  
23 through service termination;

24 8.1.4 Consistency and quality of reports submitted to  
25 ADMINISTRATOR;

26 8.1.5 Accuracy and completeness of invoicing to ADMINISTRATOR;

27 8.1.6 Adherence to ADMINISTRATOR's Special Incident Report  
28 process, if applicable;

1                   8.1.7 Ongoing service delivery to Participant and Participant's  
2 family until services have terminated;

3                   8.1.8 Ability to meet schedule of appointments and the number of  
4 times CONTRACTOR failed to meet appointment(s) regardless of reason(s);

5                   8.1.9 Ability in transitioning Participant's family to natural  
6 supports and community resources; and

7                   8.1.10 Effectiveness and documentation of responses to services  
8 provided and submitted to ADMINISTRATOR on service visits/delivery service and  
9 all follow-up services. Such documentation shall be made available for review  
10 by ADMINISTRATOR during quarterly audits of CONTRACTOR's files and/or charts.

11           8.2 Sexual Behavior Treatment (SBT) Service Evaluation

12                   In addition to service evaluation referenced in Subparagraphs 8.1  
13 through 8.1.10, the following are applicable for SBT services.

14                   8.2.1 Absence of repeated offenses of a sexual nature by  
15 Participant;

16                   8.2.2 Compliance with service related guidelines and conditions  
17 of COUNTY's Probation Department and ADMINISTRATOR; and

18                   8.2.3 Review of CONTRACTOR's documentation of SBT services  
19 provided to the Participant and the number of sessions the Participant attended  
20 throughout the contracted period.

21           8.3 Tutoring Service Evaluation

22                   In addition to service evaluation referenced in Subparagraphs 8.1  
23 through 8.1.10, the following are applicable for Tutoring services.

24                   8.3.1 Improvement in the Participant's academic skills as  
25 measured by basic assessment tools, and as reported by Participant's teacher  
26 and/or school.

27                   8.3.2 Review of tutoring records including, but not limited to,  
28 appointment documentation indicating whether all appointments were kept by the

1 Tutor and the Participant throughout the authorized service period.

2 9. STAFF TRAINING

3 9.1 CONTRACTOR's direct service staff, Program Director, and Supervisor  
4 shall attend a three (3)-hour orientation to familiarize themselves with the  
5 ADMINISTRATOR's staff, procedures, and claiming processes. CONTRACTOR shall  
6 not be reimbursed for participation in the orientation or training(s).

7 9.2 CONTRACTOR shall maintain completion of training documentation  
8 onsite. CONTRACTOR's direct service staff shall complete trainings referenced  
9 in Subparagraphs 9.3 through 9.5 prior to providing services to any Participant  
10 and/or Participant's family.

11 9.3 CONTRACTOR's staff shall complete one (1) general introductory  
12 training session focusing on the fundamentals of the Wrap OC PNP process and  
13 the Wrap OC Rules of Conduct referenced in Subparagraph 4.90 of this Agreement.  
14 Training will be provided by ADMINISTRATOR and may be up to three (3) hours in  
15 duration per session.

16 9.4 CONTRACTOR's staff shall complete one (1) Wrap OC Overview training  
17 session focusing on the fundamentals of Wrap OC PNP. Training will be provided  
18 by ADMINISTRATOR and may be up to three (3) hours in duration per session.

19 9.5 CONTRACTOR's staff shall participate in general Wrap OC training(s),  
20 provided by ADMINISTRATOR, to address changes in and needs of the target  
21 population referenced in Paragraph 2 of this Exhibit.

22 10. CASE RECORDS

23 10.1 CONTRACTOR shall maintain case records on each Participant and/or  
24 Participant family. All records shall be maintained in English; and English  
25 translation of all bilingual correspondence and forms shall be maintained in  
26 the file for audits and Utilization Reviews (UR). Records shall include, but  
27 are not limited to, the following:

28 10.1.1 Participant's and/or Participant family's name, address,



1 phone number, and employment information;

2 10.1.2 Referral form and any referral documentation provided by  
3 ADMINISTRATOR;

4 10.1.3 Monthly Progress Reports;

5 10.1.4 Monthly Program Reports;

6 10.1.5 Final Summary Reports;

7 10.1.6 Initial Assessment/Treatment Plan applicable to SBT  
8 services;

9 10.1.7 Request for extension and extension authorizations, if  
10 applicable;

11 10.1.8 Standardized case notes/chronological process of services,  
12 with signed and dated entries, if applicable;

13 10.1.9 Social and family histories, including a mental status exam  
14 and substance abuse and domestic violence evaluations, if applicable;

15 10.1.10 Emergency information;

16 10.1.11 Special Incident Reports, if applicable;

17 10.1.12 Authorization to release information between ADMINISTRATOR  
18 and CONTRACTOR signed by Participant's parent/caregiver(s);

19 10.1.13 Community resource linkage, if applicable;

20 10.1.14 Copies of Receipt for Service forms;

21 10.1.15 Copies of Invoices/Claim forms; and

22 10.1.16 No-Show Letters

23 10.1.16.1 CONTRACTOR shall complete No-Show letters, and  
24 alert COUNTY and Wrap OC Direct Service Provider by telephone within two (2)  
25 business days if Participant and/or Participant's family fails to keep an  
26 appointment for any reason.

27 10.1.16.2 CONTRACTOR shall provide a No Show letter to  
28 ADMINISTRATOR and Participant's family documenting Participant's failure to

1 participate in scheduled follow-up services. No-Show letters are to be  
2 maintained in the Participant's case record. Protocols for No-Show letters  
3 shall include, but are not limited to, the following:

4 • CONTRACTOR shall send a No-Show letter within  
5 two (2) business days of event to Participant's parent(s)/caregiver(s) each time  
6 the Participant and/or Participant's family fails to show for an appointment,  
7 unless the Participant's parent(s)/caregiver(s) has rescheduled within twenty-  
8 four (24) hours of the appointment. The rescheduled appointment must be within  
9 the same calendar week of the missed appointment. The calendar week is defined  
10 as Sunday through Saturday;

11 • CONTRACTOR shall send a copy of No-Show letter  
12 to Wrap OC Direct Service Provider within two (2) business days, and retain a  
13 copy in Participant's file;

14 • CONTRACTOR shall alert the Participant and/or  
15 Participant's family that three (3) failed appointments will result in  
16 termination of services. Every No-Show letter shall note the date(s) of the  
17 missed appointment(s);

18 • CONTRACTOR shall ensure that each No-Show  
19 letter is written in Participant family's primary language;

20 • CONTRACTOR shall send second and subsequent  
21 No-Show letters to the Participant's family and Wrap OC Direct Service Provider,  
22 and shall denote the original and subsequent No-Show dates, as applicable;

23 • CONTRACTOR shall send Final/Termination letter  
24 to the Participant's family, Wrap OC Direct Service Provider, and ADMINISTRATOR,  
25 and denote all three (3) No-Show dates; and

26 • CONTRACTOR shall utilize the No-Show letter  
27 format approved by ADMINISTRATOR. English translation of letters mailed to a  
28

1 Participant family in their primary language, when other than English, and must  
2 be filed in the case file.

3 10.1.17 CONTRACTOR shall complete and submit to ADMINISTRATOR,  
4 case notes for initial calls and any subsequent follow-up provided. CONTRACTOR  
5 shall maintain case files with notes detailing services provided to referred  
6 Participant/Participant's family. CONTRACTOR shall complete all case notes,  
7 other than initial case notes, within twenty-four (24) hours of concluding  
8 service delivery. Case Notes shall include, but are not limited to, the  
9 following:

10 10.1.17.1 Signed and dated entries;

11 10.1.17.2 Observations and interactions with the  
12 Participant and/or Participant's family;

13 10.1.17.3 All written and verbal communication with  
14 ADMINISTRATOR;

15 10.1.17.4 Documentation of any incidents requiring a  
16 Special Incident Report; and

17 10.1.17.5 All monthly contacts, in detail, with  
18 Participant and/or Participant family.

19 10.1.18 Early termination of services due to the Participant and/or  
20 Participant's family member(s) refusing to participate. CONTRACTOR shall notify  
21 ADMINISTRATOR and Wrap OC Direct Service Provider within twenty-four (24)  
22 business hours of Participant/Participant's family's refusal to participate in  
23 services.

#### 24 11. REPORTS

25 In addition to reports referenced in Paragraph 35 of this Agreement,  
26 CONTRACTOR shall also prepare and submit to ADMINISTRATOR various written  
27 reports, including but not limited to, financial reports, monthly progress  
28 reports, a year-end final report, and reporting directly onto the COUNTY

1 tracking database, as applicable. All documents must be written in an objective,  
 2 factual, strength-based, clear, and professional manner. Documentation may be  
 3 subject to administrative and judicial review. CONTRACTOR is required to  
 4 maintain reporting documentation onsite and/or in the ADMINISTRATOR's database  
 5 as may be applicable.

6 Progress reports shall be based on and reflect progress made toward  
 7 identified performance objectives and measures. The year-end report will  
 8 summarize the results of efforts made to achieve performance objectives, outcome  
 9 measures, and will reflect successes and barriers experienced in the provision  
 10 of services. CONTRACTOR shall complete the following reports:

11 11.1 Monthly Progress Report

12 CONTRACTOR shall submit to ADMINISTRATOR, in a format approved by  
 13 ADMINISTRATOR, a Monthly Progress Report by the ~~tenth~~<sup>fifteenth</sup> (10<sup>th</sup>) day of  
 14 each month for each Participant/Participant family served during the preceding  
 15 month. CONTRACTOR shall not be required to submit a report for months when  
 16 CONTRACTOR did not provide services. Monthly Progress Reports shall include,  
 17 but are not limited to, the following:

18 11.1.1 All monthly contacts, in detail, with Participant and/or  
 19 Participant family;

20 11.1.2 All written and verbal communication with ADMINISTRATOR  
 21 and Wrap OC Direct Service Provider;

22 11.1.3 Participant and/or Participant family's progress in  
 23 program and in meeting goals;

24 11.1.4 CONTRACTOR's CFT meeting attendance;

25 11.1.5 Special Incident Report(s) completed involving the  
 26 Participant and/or Participant's family;

27 ~~11.1.6 Attendance at CFT meetings; and~~

28 ~~11.1.7~~ 11.1.6 The date and time of the initial phone contact.

1 initial face-to-face contact, and follow-up contacts with Participant's  
2 parent(s)/caregiver(s).

### 3 11.2 Monthly Program Report

4 CONTRACTOR shall submit to ADMINISTRATOR, in a format approved by  
5 ADMINISTRATOR, a Monthly Program Report by the ~~tenth~~<sup>fifteenth</sup> (15<sup>th</sup>) day of  
6 each month, CONTRACTOR shall not be required to submit a report for months when  
7 CONTRACTOR did not provide services. Monthly Program Report shall include, but  
8 not be limited to, the following:

9 11.2.1 Program summary of service activities delivered during the  
10 month;

11 11.2.2 Number of CFT meetings attended by CONTRACTOR staff during  
12 the month;

13 11.2.3 Anticipated staff and bilingual language availability for  
14 the upcoming month;

15 11.2.4 Number of new and existing referrals assigned to CONTRACTOR  
16 staff during the month;

17 11.2.5 Number of active, expected to close, and terminated  
18 referrals during the month;

19 11.2.6 Number of extensions approved by ADMINISTRATOR and pending  
20 during the month; and

21 11.2.7 Changes in certification of licensure of staff, if  
22 applicable.

23 ~~11.2.7~~ CONTRACTOR and ADMINISTRATOR may agree in writing to modify reports  
24 as specified in this Paragraph.

### 25 11.3 Final Summary Report

26 11.3.1 CONTRACTOR shall submit, in a format approved by  
27 ADMINISTRATOR, a Final Summary Report for each referred Participant and maintain  
28 said Final Summary Report in the Participant's case record. CONTRACTOR shall

1 submit report to ADMINISTRATOR within fifteen (15) calendar days of last contact  
2 with the Participant and/or Participant's family and shall include, but are not  
3 limited to, the following:

4 11.3.1.1 A summary of all Monthly Progress and Program  
5 Reports specifying services and outcomes; and

6 11.3.1.2 A clear, concise identification of significant  
7 issues regarding the Participant and/or Participant family's needs.

8 11.4 Special Incident Report

9 CONTRACTOR shall complete a Special Incident Report in the event  
10 there is any incident of unusual, aggressive, and/or high-risk behavior by a  
11 Participant, Participant's family member(s), and/or Participant's caregiver(s)  
12 family member(s); there are any serious injuries or death suffered by any party  
13 during delivery of services; any time Participant, Participant's family  
14 member(s), and/or Participant's caregiver's family member(s) confidentiality is  
15 compromised; or if Participant's and/or Participant's family member(s) exhibit  
16 inappropriate behavior such as unwanted sexual advances, aggression, bullying,  
17 violent behavior, foul language, verbal aggression (threats), etc. In such  
18 event(s), CONTRACTOR shall:

19 11.4.1 Immediately notify ADMINISTRATOR, assigned Probation  
20 Officer, Mental Health Worker and/or SSA Social worker, and Wrap OC Direct  
21 Service Provider of the incident within one (1) hour by telephone;

22 11.4.2 Complete and submit to ADMINISTRATOR a Special Incident  
23 Report form provided by ADMINISTRATOR and follow applicable instructions,  
24 clearly identifying the specific information regarding the incident;

25 11.4.3 Submit the Special Incident Report to ADMINISTRATOR within  
26 twenty-four (24) hours of the special incident;

27 11.4.4 Report any and all threats of violence by the Participant  
28 and/or Participant's family member(s) immediately and no later than within one

1 (1) hour of incident, to ADMINISTRATOR, assigned designee, assigned Probation  
2 Officer, and/or SSA Social Worker; and

3 11.4.5 State all details of the incident clearly and completely,  
4 including any actions taken.

5 11.5 CONTRACTOR providing Sexual Behavior Treatment (SBT) services shall  
6 also complete and submit to ADMINISTRATOR, an Initial Assessment/Treatment Plan  
7 for each Participant/Participant family served.

8 12. UTILIZATION REVIEW

9 12.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at minimum semi-  
10 annually to review and evaluate a random selection of family case records. The  
11 Utilization Review (UR) may include, but is not limited to, an evaluation of  
12 the necessity and appropriateness of services provided, length of services, and  
13 timeliness of required report and administrative compliance. Cases to be  
14 reviewed shall be randomly selected by ADMINISTRATOR and may include both open  
15 and closed cases.

16 12.2 ADMINISTRATOR may conduct a UR at CONTRACTOR'S facility referenced  
17 in Paragraph 7 of this Exhibit, with date and time determined at ADMINISTRATOR's  
18 discretion. ADMINISTRATOR may provide oral and/or written feedback regarding  
19 the UR findings. CONTRACTOR shall comply with the findings of the UR and take  
20 corrective action accordingly.

21 12.3 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY's CFS staff  
22 representatives and/or ADMINISTRATOR's designee are unable to resolve  
23 differences of opinion regarding the necessity and appropriateness of services,  
24 length of treatment, and/or timeliness of required treatment reports, the  
25 dispute shall be submitted to ADMINISTRATOR's Director of CFS for final  
26 resolution. Nothing in this Subparagraph shall affect ADMINISTRATOR's  
27 termination rights under Paragraph 40 of this Agreement.

28 13. CONFLICT RESOLUTION

1 For resolution of conflict between ADMINISTRATOR and CONTRACTOR in regards  
2 to differences of opinion pertaining to delivery of services, the following  
3 shall apply:

4 13.1 In the event CONTRACTOR and ADMINISTRATOR, or ADMINISTRATOR's  
5 designee, are unable to resolve differences of opinion regarding the necessity  
6 and/or appropriateness of services, length of treatment, and/or timeliness of  
7 required treatment reports, the parties shall resolve the dispute in the  
8 following order:

9 13.1.1 CONTRACTOR and assigned Care Coordinator, COUNTY Social  
10 Worker, Probation Officer, or Mental Health Worker shall first attempt to  
11 resolve the dispute;

12 13.1.2 If CONTRACTOR and assigned Care Coordinator, COUNTY Social  
13 Worker, Probation Officer, or Mental Health Worker are unable to resolve the  
14 dispute, then CONTRACTOR and ADMINISTRATOR's Program Manager, or other  
15 ADMINISTRATOR designee, shall attempt to resolve the dispute;

16 13.1.3 If CONTRACTOR and ADMINISTRATOR's Program Manager or other  
17 designee are unable to resolve the dispute, the dispute shall be submitted to  
18 COUNTY's CFS Director for final resolution. ADMINISTRATOR's CFS Director shall  
19 have the final right and sole discretion to resolve any dispute as to the  
20 necessity and appropriateness of services, the length of services, and/or  
21 timeliness of required reports and decision shall be final.

22 13.1.4 In the event a complaint is received from Participant  
23 and/or Participant's family and/or ADMINISTRATOR, CONTRACTOR shall comply with  
24 an investigation and/or UR.

25 13.1.5 ADMINISTRATOR has sole discretion in placing CONTRACTOR on  
26 a do-not-refer status and reassigning current referrals to another Contractor  
27 pending outcome of an investigation and/or UR.  
28



1 Nothing in this Subparagraph shall affect ADMINISTRATOR's termination rights  
2 under Paragraph 40 of this Agreement.

3 14. MEETINGS

4 14.1 CONTRACTOR's direct-service staff shall participate in Wrap OC CFT  
5 meetings, Emergency CFT meetings, and Multi-disciplinary Team (MDT) meetings,  
6 referenced in Subparagraphs 14.2 through ~~14.5-14.6~~, at the request of  
7 ADMINISTRATOR. CFT, Emergency CFT, and MDT meetings may occur at a location  
8 other than CONTRACTOR's facility.

9 14.2 CONTRACTOR shall provide CFT with monthly written updates as to  
10 Participant's progress with services. CFT meetings occur to make certain the  
11 needs of the Participant and/or Participant family are the primary focus and  
12 efforts towards resolving needs are diligently applied. Every effort shall be  
13 made to ensure the family voice is heard and that the Participant family takes  
14 ownership of the process. This process is highly individualized for each  
15 Participant and seeks to maximize the capability of a Participant's family to  
16 meet the Participant's needs, and prevent or reduce residential treatment  
17 placement.

18 14.3 Emergency CFT meetings, modeled after CFT Meetings, are held to  
19 address Participant's safety issues and placement concerns.

20 14.4 CONTRACTOR shall incorporate a strength-based, consensus-driven,  
21 respectful approach to working with Participants and contributing to the  
22 discussion at CFT Meetings, modeling directness and honesty regarding  
23 Participant's progress and any risks and/or concerns that may exist. CFT  
24 meetings may be up to ninety (90) minutes in duration per session.

25 14.5 CONTRACTOR shall attend quarterly Wrap OC PNP and Quality Assurance  
26 meetings at the discretion of the ADMINISTRATOR.

27 15. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

28 15.1 SBT CONTRACTOR shall:

1           15.1.1 Ensure one hundred percent (100%) of referred families are  
2 contacted within five (5) business days from the receipt of referral.

3           15.1.2 Ensure ninety percent (90%) of Participants referred  
4 complete the full term of approved services.

5           15.1.3 Ensure one hundred percent (100%) of the referred families  
6 receive a list of identified resources in the community that can provide natural  
7 and on-going support at the conclusion of services.

8           15.1.4 Track and provide the total number of Participants who  
9 remained with their respective families at the conclusion of services.

10          15.1.5 Track and provide the total number of Participants and  
11 their respective families who completed the full term of approved services.

12          15.1.6 Track and provide the total number of re-offending  
13 Participants that return for services.

14          15.2 Tutoring CONTRACTOR shall:

15           15.2.1 Ensure a minimum of eighty percent (80%) of Participants  
16 receiving Tutoring services improve their respective grade scores by a minimum  
17 of five (5) points based on their pre- and post-testing.

18           15.2.2 Ensure a minimum of eighty percent (80%) of Participants  
19 receiving Tutoring services shall complete the full term of approved services.

20           15.2.3 Ensure one hundred percent (100%) of the referred families  
21 shall receive a list of identified resources in the community and school  
22 districts that can provide academic, natural, and on-going support at the time  
23 Tutoring services conclude.

24           15.2.4 Track and provide the total number of Participants and  
25 their respective families that complete the full term of approved Tutoring  
26 services.

27           15.2.5 Track and provide the total number of Participants who  
28 graduate from Middle and/or High school.

1                   15.2.6 Track and provide the total number of pre- and post-testing  
2 conducted.

3 16. QUALITY ASSURANCE/QUALITY CONTROL PLAN

4                   16.1 CONTRACTOR shall establish and utilize a comprehensive Quality  
5 Control Plan, in a format approved by the ADMINISTRATOR, to monitor the level  
6 of program service and quality. The Quality Control Plan shall be updated and  
7 resubmitted for ADMINISTRATOR approval when changes occur. The Quality Control  
8 Plan shall include, but is not limited to, the following:

9                   16.1.1 The method(s) for ensuring the services, deliverables, and  
10 requirements defined in this Agreement are provided at or above the required  
11 level of quality;

12                   16.1.2 The method(s) for assuring that all the professional staff  
13 rendering services under this Agreement meet the minimum qualifications;

14                   16.1.3 The method(s) of identifying and preventing deficiencies  
15 in the quality of service, as defined by ADMINISTRATOR's policy; and

16                   16.1.4 The method(s) for providing ADMINISTRATOR with a copy of  
17 the Participant's case review(s), a clear description of the identified  
18 problem(s), and the corrective action(s) taken to resolve the identified  
19 problem(s).

20 17. STAFFING AND LICENSURE REQUIREMENTS

21                   CONTRACTOR shall maintain the following minimum staffing and licensure  
22 requirements:

23                   17.1 Conduct initial or pre-hire background checks on all PNP staff, in  
24 accordance with Paragraph 24 of this Agreement including, but not limited to,  
25 the following:

26                   17.1.1 Criminal records including Department of Justice, Federal  
27 Bureau of Investigation, and Child Abuse Central Index (CACI);

28                   17.1.2 Health (including tuberculosis)/drug screening;

- 1           17.1.3   Fingerprinting (Live Scan);
- 2           17.1.4   Health Care Agency (HCA) Sanctions;
- 3           17.1.5   Department of Motor Vehicle (DMV);
- 4           17.1.6   Professional License and insurance status (as applicable);
- 5           17.1.7   Sanction screenings (Office of Inspector General, System
- 6           for Award Management (SAM)).

7           17.2   Obtain annual updated clearances and maintain a method of obtaining  
8           timely and subsequent updated records notifications, including monitoring of  
9           driver license suspensions, tickets, accidents or other vehicular violations.  
10          If any subsequent negative criminal, professional, DMV or CACI record  
11          information is obtained, CONTRACTOR shall immediately notify ADMINISTRATOR.

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EXHIBIT A

Page 41 of 41

May 1, 2018

1 EXHIBIT B  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7  
8  
9 FOR THE PROVISION OF  
10 WRAPAROUND ORANGE COUNTY PROVIDER NETWORK PROGRAM  
11 SEXUAL BEHAVIOR TREATMENT SERVICES

12 1. SEXUAL BEHAVIOR TREATMENT SERVICES TARGET POPULATION

13 In addition to the target population identified in Paragraph 2 of Exhibit  
14 A, CONTRACTOR shall provide Sexual Behavior Treatment (SBT) services, as  
15 described in this Exhibit, to youths identified in Subparagraphs 0, 4.2 and  
16 4.17 of Exhibit A.

17 2. SERVICES

18 2.1 CONTRACTOR must be certified to provide SBT services by the  
19 California Sex Offender Management Board (CASOMB), approved by, and continuously  
20 remain in good standing with, the County Probation Department to provide SBT  
21 services outlined in this Exhibit. ADMINISTRATOR's preferred therapy models  
22 are Multi-Systemic Therapy and Family Functional Therapy.

23 2.2 CONTRACTOR's SBT service delivery shall include individual, group,  
24 and family therapy for Participants who have engaged in sexually inappropriate  
25 behaviors; and may be on probation and/or receiving services from Social  
26 Services Agency (SSA) and/or the Health Care Agency (HCA). CONTRACTOR's shall  
27 provide services that are inclusive of Participant families participating in  
28 Wraparound Orange County (Wrap OC) as a part of their case plan to maintain or

1 move towards reunification. CONTRACTOR's services shall meet the needs of  
2 Participants referred who may be adolescents who have engaged in sexually  
3 inappropriate behavior, or Participants younger than twelve (12) years of age.

4 2.3 CONTRACTOR shall provide SBT services to Participants who display  
5 sexually inappropriate behaviors, as described in Subparagraphs 0 through 4.2,  
6 and 4.17 of Exhibit A. In providing SBT services, CONTRACTOR shall:

7 2.3.1 Interview referred Participant and complete an initial  
8 Assessment/Treatment Plan (ATP) within thirty (30) days of referral. Initial  
9 ATP shall be no less than one (1) hour and no more than four (4) hours in  
10 duration;

11 2.3.2 Complete an initial ATP on a form approved by ADMINISTRATOR  
12 (i.e., SSA PNP Coordinator) and individualized, as appropriate, to the specific  
13 circumstances of Participant and Participant's family;

14 2.3.3 Obtain approval from ADMINISTRATOR's SSA PNP Coordinator  
15 in the form of a referral prior to providing any and all group, individual,  
16 and/or family therapy;

17 2.3.4 Limit SBT group therapy to a maximum of eight (8)  
18 Participants per session;

19 2.3.5 Provide SBT group, individual, and/or family therapy based  
20 on ATP approved by ADMINISTRATOR (i.e., SSA PNP Coordinator). The goal of  
21 treatment shall be relapse prevention, community safety, victim empathy and  
22 self-actualization for the referred Participant. CONTRACTOR shall be culturally  
23 responsive to the Participant;

24 2.3.6 Utilize one (1) of the currently recognized juvenile sex  
25 offender assessment tools, such as the Juvenile Risk Assessment Tool (J-RAT),  
26 Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR), or Juvenile-  
27 Sex Offender Assessment Protocol - II (J-SOAP II), or other comparable  
28 instruments as approved in advance by ADMINISTRATOR;

1           2.3.7 Neither allow, nor provide controversial therapy such as  
2 “holding,” “lie detector,” and/or psycho-physiological” testing;

3           2.3.8 Align SBT services with the guidelines, terms, and  
4 conditions of the COUNTY’s Probation Department for referred Participants who  
5 are on formal or informal probation;

6           2.3.9 Provide therapy tools and materials such as, but not  
7 limited to, pamphlets, workbooks, and manuals, at no charge to Participant,  
8 Participant’s family or ADMINISTRATOR;

9           2.3.10 Be familiar with the Wrap OC Program model and establish  
10 cooperative working relationships with the Child and Family Team (CFT);

11           2.3.11 Cooperate with ADMINISTRATOR and Wrap OC Direct Service  
12 Providers in the exchange of information and documentation regarding the  
13 transfer of Participant(s) to another Wrap OC Provider Network Program (PNP)  
14 SBT provider;

15           2.3.12 Provide services to Participant for the length of time  
16 determined by the Therapist’s findings and the terms and conditions of  
17 ADMINISTRATOR, not to exceed six (6) months per service request;

18           2.3.13 Submit verbal and written (email) recommendation to  
19 ADMINISTRATOR, assigned DPO, SSW, and Wrap OC Direct Service Provider when  
20 Participant and/or Therapist request termination of services. Termination is  
21 subject to ADMINISTRATOR approval.

22           2.3.14 Provide written notification to ADMINISTRATOR, assigned  
23 DPO, and/or SSW, and Wrap OC Direct Service Provider within three (3) business  
24 days in a format approved by ADMINISTRATOR of intent to terminate;

25           2.3.15 Allow ADMINISTRATOR access to all Participant case files  
26 and attendance logs. CONTRACTOR case files shall contain case notes of all  
27 contacts, reports, and documentation related to the Participant’s treatment and  
28 comply with the following victims’ services:



1                   2.3.15.1       Recognize that participation of the victim(s)  
2 in therapy with the perpetrator could occur only at the request of the victim(s)  
3 and with the DPO's approval;

4                   2.3.15.2       Inform the parent(s)/caregiver(s) of every  
5 known victim of any threats of violence made by Participant during the course  
6 of treatment;

7                   2.3.15.3       Report any violence or threats of violence  
8 immediately to ADMINISTRATOR and assigned Wrap OC Direct Service Provider, as  
9 well as any report required by law;

10                  2.3.15.4       Maintain victim confidentiality, including  
11 victim's and/or a victim's family's whereabouts, from Participant and/or  
12 Participant's parent/caregiver(s); and

13                  2.3.15.5       Obtain the victim's therapist's concurrence  
14 and approval from ADMINISTRATOR before family reunification can occur, if the  
15 victim is a family member of the Participant.

16                  2.3.16   Attend one (1) CFT meeting per month, per referral, as  
17 requested by Wrap OC Direct Service Provider;

18                  2.3.17   Provide monthly case notes, in a format approved by  
19 ADMINISTRATOR, to the Wrap OC Direct Service Provider three (3) days prior to  
20 CFT meeting; and

21                  2.3.18   Not utilize volunteers or interns to provide SBT services  
22 specified in this Exhibit.

23                  2.4   Service Extensions

24                  2.4.1   CONTRACTOR shall obtain prior written approval from  
25 ADMINISTRATOR for any extension of service delivery. CONTRACTOR must request  
26 an extension at least thirty (30) calendar days in advance of the expected date  
27 of termination of services.

28                  2.4.2   CONTRACTOR's continuance of SBT services beyond

1 ADMINISTRATOR's authorized specified time period without prior written  
2 authorization may be considered a breach under Paragraph 18 of this Agreement  
3 and shall not be eligible for reimbursement. It is the CONTRACTOR's  
4 responsibility to document and track the beginning and ending dates of service.

5 2.4.3 CONTRACTOR's continuance of services, to a Participant or  
6 Participant's family who does not have an open case, shall be considered out of  
7 compliance and shall not be eligible for reimbursement.

#### 8 2.5 Conclusion of Services

9 2.5.1 CONTRACTOR shall complete a written closing evaluation of  
10 services, referred to as "closing document," provided to the Participant. The  
11 evaluation shall include start and completion dates, topics covered and  
12 recommendation(s). Contractor's evaluation shall be submitted within ten (10)  
13 business days of completion of services, as directed by ADMINISTRATOR.

### 14 3. COMPENSATION

15 CONTRACTOR will be paid at the following rates, as applicable, for actual  
16 time providing services, attending training(s)/meeting(s), and/or at Juvenile  
17 Court. Compensation has been established at a rate that includes all  
18 administrative costs (overhead/indirect, hiring costs, standard agency  
19 training, staff supervision, record keeping, etc.) in addition to the required  
20 service delivery, documentation, reporting, training, reporting requirements,  
21 etc. ADMINISTRATOR may, in its sole discretion, review and modify rates paid  
22 for the requested services. CONTRACTOR shall be paid monthly in arrears, at  
23 the established rate at the time of the referral.

24 3.1 Initial Assessment: COUNTY shall pay CONTRACTOR four hundred and  
25 eighty dollars (\$480.00) per Initial Assessment of referred Participant.

26 3.2 Individual Session: COUNTY shall pay CONTRACTOR one hundred and  
27 twenty dollars (\$120.00) per Individual Session. Individual Sessions are  
28 comprised of fifty (50) minutes of, one-on-one, counseling session with a

1 licensed Behavioral Health Professional. CONTRACTOR may be reimbursed for a  
 2 full session when the youth/family member terminates a session early (i.e.,  
 3 refuses to continue or walks out during a session). CONTRACTOR may be reimbursed  
 4 sixty dollars (\$60.00) for a thirty (30) minute partial session when the session  
 5 is terminated early by the Behavioral Health Professional. CONTRACTOR shall  
 6 provide documentation and submit to ADMINISTRATOR the reason why a full fifty  
 7 (50) minutes Individual Session terminated early.

8 3.3 Group Session: COUNTY shall pay CONTRACTOR fifty dollars (\$50.00)  
 9 per Participant per Group Session. Group sessions shall not exceed eight (8)  
 10 Participants per session.

11 3.4 Family Session: COUNTY shall pay CONTRACTOR one hundred and twenty  
 12 dollars (\$120.00) per Family Session.

13 3.5 Juvenile Court: COUNTY shall pay CONTRACTOR fifty dollars (\$50.00)  
 14 per hour for actual time spent in Juvenile Court.

15 3.6 Meetings and Trainings: COUNTY shall pay CONTRACTOR fifty dollars  
 16 (\$50.00) per hour for actual time spent in meetings and/or trainings specified  
 17 in Paragraphs 9 and 14 of Exhibit A. Meeting and training time will be paid in  
 18 five (5) minute increments.

19 3.7 Travel Time: COUNTY shall pay CONTRACTOR up to fifty dollars  
 20 (\$50.00) per hour for actual travel time to Juvenile Court and to COUNTY-  
 21 approved trainings and meetings as specified in Paragraphs 9 and 14 of Exhibit  
 22 A. Travel time identified will be paid in fifteen (15) minute increments, as  
 23 follows:

24 0-15 minutes = \$12.50

25 16-30 minutes = \$25.00

26 31-45 minutes = \$37.50

27 46-60 minutes = \$50.00

28 3.8 Travel time to and from Participant's family residence that is

1 located out-of-County will be paid at up to thirty dollars (\$30.00) per hour.  
2 Travel time will be paid in fifteen (15) minute increments, as follows:

3 0-15 minutes = \$ 7.50

4 16-30 minutes = \$15.00

5 31-45 minutes = \$22.50

6 46-60 minutes = \$30.00

7 4. STAFFING

8 CONTRACTOR shall provide the following described staff positions:

9 4.1 SBT Program Director/Supervisor

10 4.1.1 Minimum Qualifications: A degree that meets or exceeds a  
11 Master's level, Psy.D., or Ph.D. in social work, psychology, or related  
12 discipline, or M.D. with psychiatric training; licensed therapist or  
13 psychiatrist licensed to practice in the State of California with psychiatric  
14 training, expertise, and experience in the treatment of sex offenders who  
15 perpetrated sexual crimes during which abuse and/or violence has occurred, or  
16 be licensed by the State of California Medical Board to practice psychiatry;  
17 current license in good standing with the Board of Psychology, Board of  
18 Behavioral Sciences, or Medical Board, as applicable; five (5) years of  
19 experience conducting sex offender treatment; two (2) years of experience in  
20 the dynamics of child abuse, sexual abuse, and substance abuse issues; have  
21 significant knowledge of the criminal justice and corrections systems, and the  
22 laws and procedures of the legal system; and completed graduate studies,  
23 training courses, and/or a minimum of two (2) years of experience providing,  
24 administering, and/or incorporating a majority of the following topics:

25 4.1.1.1 Counseling and psychotherapy; personality  
26 theory and disorders; etiology of sexual deviance; psychometric assessment;  
27 risk assessment; sexual arousal assessment and reconditioning; physiological  
28 measurements; human sexuality, individual, dyad, group, couple, and family

1 counseling; social competency training; relapse prevention; behavior  
2 modification; cognitive restructuring therapy; culturally specific treatment  
3 needs; treatment of special needs clients; pharmacological therapy; victimology;  
4 federal or State sexual abuse statutes; and ethics and professional standards.

5 4.1.2 Duties: Responsible for reviewing all SBT service  
6 requests, and assigning and matching staff to each Participant and Participant's  
7 family's individual needs, including, but not limited to, language and cultural  
8 needs; maintaining cooperative and effective working relationships with staff  
9 to provide maximum support to Participants and Families; informing ADMINISTRATOR  
10 of emergency or critical incident involving Participant and/or Participant's  
11 family member(s), and submitting necessary paperwork; ensuring all documents  
12 and procedural forms are signed and submitted to ADMINISTRATOR within designated  
13 time-frames; maintaining accountability for all Wrap OC Policies and Procedures  
14 (P&P) as provided by ADMINISTRATOR; providing orientation and training in Wrap  
15 OC to all SBT PNP staff; monitoring service utilization, reviewing progress on  
16 identified family goals, ensuring modifications to interventions when necessary;  
17 monitoring and reporting to ADMINISTRATOR, Wrap OC Direct Service Provider,  
18 Probation, Child Welfare Services, and/or Mental Health referring party, and  
19 the PNP Coordinator, all SBT staff activities if called to testify in Juvenile  
20 Court and/or if Wrap OC records are requested; assessing training and skill-  
21 building needs to ensure SBT staff are compliant with all contract mandates;  
22 conducting, at a minimum, monthly meetings with SBT staff to share information  
23 regarding Wrap OC issues and the status of involvement with individual  
24 Participants and Participant families, including a minimum of one (1) hour per  
25 week of individual supervision, and monthly team group supervision. Individual  
26 supervision shall include, but not be limited to, ongoing coaching, feedback  
27 and support for each SBT staff, and acknowledgment of each SBT staff member's  
28 strengths and areas requiring improvement; participation in mandatory trainings

1 and ensuring that SBT staff also participate in mandatory trainings as  
2 determined by ADMINISTRATOR; providing coverage for SBT staff, as needed;  
3 assisting SBT staff in building on family strengths, assessing goals, and  
4 utilizing community resources; providing SBT staff with ongoing assistance to  
5 work through crisis situations, as well as day-to-day trouble shooting;  
6 reviewing all SBT service requests pending conclusion with SBT staff assigned  
7 to the case, to ensure transition planning; conducting annual performance  
8 evaluations for staff assigned for supervision; ensuring boundaries are  
9 established and maintained between staff and Participants and/or Participant  
10 families; reviewing all documentation prepared by SBT staff under supervision,  
11 for services provided; reviewing program documentation to ensure accuracy and  
12 fidelity to the Wrap OC process and SBT requirements; and adhering to the Rules  
13 of Conduct as required by CONTRACTOR and ADMINISTRATOR.

#### 14 4.2 SBT Therapist

15 4.2.1 Minimum Qualifications: Degree that meets or exceeds a  
16 Master's level, Psy.D., or Ph.D. is preferred, in social work, psychology, or  
17 related discipline; or M.D. with psychiatric training, and licensed to practice  
18 in the State of California; currently licensed and in good standing with the  
19 Board of Psychology, Board of Behavioral Sciences, or Medical Board; two (2)  
20 years of direct service experience (e.g., counseling, mental health, probation,  
21 etc.) working with and knowledge about the criminal justice and corrections  
22 systems; participate in a minimum of eighteen (18) hours of continuing education  
23 annually that is relevant to sex offending therapy; current, valid State  
24 licensure in a discipline that allows psychotherapy as a part of their scope of  
25 practice; and training (i.e., educational transcript and continuing education  
26 units), expertise and skill (i.e., experience and work history) in the  
27 application of appropriate treatment interventions that are currently supported  
28 in professional literature as having significant treatment value.

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4.2.2 Duties: Responsible for providing direct SBT services as specified in Exhibits A and B; and compliance with training specified in Exhibits A and B.

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EXHIBIT C  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

\_\_\_\_\_  
FOR THE PROVISION OF  
WRAPAROUND ORANGE COUNTY PROVIDER NETWORK PROGRAM  
TUTORING SERVICES

1. TUTORING SERVICES

CONTRACTOR shall provide Tutoring services, which shall include, but are not limited to, assisting with assigned homework, explaining/demonstrating general principles applicable to subjects currently being covered in Participant’s classroom, and academic coaching in remedial work as agreed upon by Wraparound Orange County (Wrap OC) Direct Service Provider. Tutoring services shall meet the following expectations:

1.1 Provide assistance with academic school assignments when Participant has been identified with remedial needs and/or is struggling with academic work, often as a result of changes in school, family, placement setting, etc.

1.2 Provide services in the Participant’s residence, local school, a community setting, or an alternate site, as convenient for the Participant and Participant’s family, and authorized by ADMINISTRATOR.

1.3 Provide services only when the Participant’s parent/caregiver or his or her adult-designee is present. Do not enter Participant’s home or commence tutoring service until/unless the Participant’s parent/caregiver or his/her



1 adult-designee is present.

2 1.4 Provide services to Participant as authorized by ADMINISTRATOR.  
3 Group tutoring instruction shall not be authorized except as pre-approved by  
4 ADMINISTRATOR.

5 1.5 Contact Participant's parent/caregiver within five (5) business  
6 days of receipt of referral and make arrangements for initial meeting.

7 1.6 Conduct initial meeting with Participant and Participant's family  
8 within eight (8) business days of receipt of referral.

9 1.7 Administer basic academic assessment tools (such as Wide Range  
10 Achievement Test) to identify Participant's pre-tutoring, mid-point, and post-  
11 tutoring academic levels.

12 1.8 Prepare a brief, written tutoring plan, after initial meeting with  
13 the Participant and the Participant's parent/caregiver, in a form approved by  
14 ADMINISTRATOR, which shall include, but are not limited to, the following:

15 1.8.1 Discussions with the Participant and Participant's  
16 parent/caregiver(s) regarding tutoring needs;

17 1.8.2 Subjects to be covered, service hours, times, and locations  
18 where tutoring will be provided; and

19 1.8.3 A minimum of one (1) and preferably three (3) goals based  
20 on the tutoring needs of the Participant, as identified by CONTRACTOR.

21 1.8.4 Provide a copy of the tutoring plan to Participant's  
22 parent/caregiver(s) and Wrap OC Direct Service Provider within five (5) business  
23 days of initial meeting.

24 1.9 Provide tutoring services for one (1) hour, per subject, per week,  
25 for up to six (6) months, as determined by ADMINISTRATOR, to best meet the needs  
26 of Participant and Participant's parent/caregiver(s).

27 1.10 Meet with Participant as scheduled.

28 1.11 Notify the Participant's parent/caregiver(s) immediately, within

1 one (1) hour via the Participant's parent/caregiver's preferred method of  
2 communication (telephone, text, in-person, etc.), when a change in scheduling  
3 or substitution of tutors is unavoidable, and provide written justification, in  
4 a format approved by ADMINISTRATOR, to Wrap OC Direct Service Provider within  
5 three (3) business days of change or substitution. CONTRACTOR shall comply  
6 with ADMINISTRATOR's request for copies of said written justification.  
7 CONTRACTOR shall provide an appropriate substitute tutor when the regular  
8 tutor's absence are unavoidable.

9 1.12 Develop and implement a process for communicating with Participant's  
10 school staff and/or teacher for coordination of efforts in order to evaluate  
11 the Participant's educational needs, verify Participant's educational needs,  
12 and ensure services rendered meet those needs in collaboration with Participant,  
13 Participant's parent(s)/caregiver(s), and Wrap OC Direct Service Provider.

14 1.13 Identify learning tools and materials which would be of assistance  
15 to Participant and work with Wrap OC Direct Service Provider and Participant's  
16 parent/caregiver(s) in locating said tools and materials.

17 1.14 Demonstrate and teach tutoring methods to Participant's  
18 parent/caregiver(s), older siblings, other family members, and/or other members  
19 of the CFT who wish to help Participant.

20 1.15 Collaborate with Wrap OC Direct Service Provider, Participant's  
21 parent/caregiver(s) and Participant to identify resources at the local school  
22 and/or in the community that can provide ongoing academic support for  
23 Participant when the tutoring services have concluded.

24 1.16 Communicate with Wrap OC Direct Service Provider a minimum of every  
25 two (2) weeks regarding Participant's progress/outcomes.

26 1.17 Seek to identify natural supports and community resources throughout  
27 the service period, to sustain the Participant and Participant's  
28 parent/caregiver once CONTRACTOR's services have concluded.

1           1.18 Provide monthly case notes, in a format approved by ADMINISTRATOR,  
2 to the Wrap OC Direct Service Provider a minimum of three (3) business days  
3 prior to each CFT meeting.

4           1.19 Provide continuous feedback to Wrap OC Direct Service Provider to  
5 assist in transitioning Participant and Participant's parent/caregiver to  
6 identified supports and resources.

7           1.20 Attend a minimum of one (1) CFT meeting per month, per referral, or  
8 as requested by ADMINISTRATOR or Wrap OC Direct Service Provider.

9           1.21 Provide Tutoring services utilizing Tutors who meet minimum  
10 qualifications. CONTRACTOR shall not utilize volunteers and/or interns to  
11 provide services specified in this Exhibit.

12           1.22 Service Extensions

13           1.22.1 CONTRACTOR shall obtain prior written approval from  
14 ADMINISTRATOR for any extension of service delivery. CONTRACTOR shall request  
15 an extension a minimum of thirty (30) calendar days in advance of the expected  
16 date of termination of services.

17           1.22.2 CONTRACTOR shall document and track the beginning and  
18 ending dates of authorized Tutoring services. ADMINISTRATOR will authorize  
19 services for a specified time period in each referral. CONTRACTOR's continuance  
20 of tutoring services beyond the specified time period, without advance written  
21 authorization from ADMINISTRATOR to extend services shall be considered a breach  
22 under Paragraph 18 of this Agreement and shall not be eligible for reimbursement.

23           1.22.3 Extensions for continued service delivery on closed cases  
24 shall not be approved by ADMINISTRATOR. CONTRACTOR's continuance of services,  
25 without prior written authorization from ADMINISTRATOR, to a Participant or  
26 Participant's family who does not have an open Wrap OC case shall be considered  
27 out-of-compliance and shall not be eligible for reimbursement.

28           1.23 Conclusion of Services

1           Upon conclusion of services, CONTRACTOR shall prepare a brief,  
2 written report, in a format approved by ADMINISTRATOR, which shall include, but  
3 is not limited to the following:

4           1.23.1 A description of tutoring services provided to Participant  
5 and Participant's family;

6           1.23.2 Success and/or failure of attaining goals identified in  
7 written tutoring plan referenced in Subparagraph 1.8 in this Exhibit and  
8 applicable outcomes referenced in 15.2 of Exhibit A;

9           1.23.3 Pre-tutoring, mid-point, and post-tutoring testing scores;

10          1.23.4 All tutoring and/or academic assistance resources  
11 identified and follow-up recommendations; and

12          1.23.5 Submittal of report to ADMINISTRATOR, Wrap OC Direct  
13 Service Provider, and Participant's parent/caregiver(s) within five (5) business  
14 days of termination of services.

15          2.    COMPENSATION

16          2.1 CONTRACTOR shall be paid at the following rates, as applicable, for  
17 actual time providing services, attending approved meetings and trainings,  
18 and/or appearing at Juvenile Court. Compensation has been established at a  
19 rate that includes all administrative costs (overhead/indirect, hiring costs,  
20 standard agency training, staff supervision, record keeping, etc.) in addition  
21 to the required service delivery, documentation, reporting, training, reporting  
22 requirements, etc. Administrator may, in its sole discretion review and modify  
23 rates paid for the requested services based on funding availability as  
24 referenced in Subparagraph 40.4 of this Agreement.

25          2.2 CONTRACTOR shall be paid monthly in arrears and at the established  
26 rate at the time of the referral.

27          2.3 Service Hours: COUNTY shall pay CONTRACTOR fifty dollars (\$50.00)  
28 per hour, per referral, as authorized by ADMINISTRATOR for Tutoring services

1 specified in this Exhibit.

2 2.4 Juvenile Court: COUNTY shall pay CONTRACTOR, monthly in arrears,  
3 forty dollars (\$40.00) per hour for actual time spent in Juvenile Court.

4 2.5 Meetings and Trainings: COUNTY shall pay CONTRACTOR forty dollars  
5 (\$40.00) per hour for actual time spent in meetings and trainings specified in  
6 Paragraphs 9 and 14, of Exhibit A. Services shall be billed in five (5) minute  
7 increments. Reimbursement for attendance at trainings and meetings shall be  
8 limited to trainings and meetings as approved in advance by ADMINISTRATOR.

9 2.6 Travel Time: COUNTY shall pay CONTRACTOR up to thirty dollars  
10 (\$30.00) per hour for actual travel time to Juvenile Court and to COUNTY-  
11 approved meetings and trainings, as specified in Paragraphs 9 and 14 of Exhibit  
12 A. Travel time will be paid in fifteen (15) minute increments as follows:

13 0-15 minutes = \$ 7.50

14 16-30 minutes = \$15.00

15 31-45 minutes = \$22.50

16 46-60 minutes = \$30.00

17 2.7 Out-of-County Travel Time: COUNTY shall pay CONTRACTOR, monthly in  
18 arrears, up to thirty dollars (\$30.00) per hour for actual travel time to and  
19 from Participant's parent/caregiver's residence. Travel time identified will  
20 be paid in fifteen (15) minute increments as follows:

21 0-15 minutes = \$ 7.50

22 16-30 minutes = \$15.00

23 31-45 minutes = \$22.50

24 46-60 minutes = \$30.00

25 3. STAFFING

26 CONTRACTOR shall provide the following described staff positions:

27 3.1 Tutoring Supervisor

28 3.1.1 Minimum Qualifications: Three (3) years of supervision

1 experience, preferably supervising tutors and/or managing tutoring programs;  
2 one (1) year of tutoring experience; one (1) year of experience with  
3 administrative, management, and organizational skills; Bachelor of Arts or  
4 Bachelor of Science in teaching or related academic subject(s) from an  
5 accredited institution of higher learning, is preferred; and one (1) year  
6 history of prior management skills (i.e., with the COUNTY or other  
7 organizations), providing overall administration of tutoring services program.

8           3.1.2 Duties: Responsible for supervising the work of tutoring  
9 staff, and providing tutoring staff with consultation and training on working  
10 with children who exhibit emotional and/or behavioral problems; reviewing all  
11 tutoring service requests, and assigning and matching staff to Participant and  
12 Participant's family's individual needs, including, but not limited to, language  
13 and cultural needs; maintaining cooperative and effective working relationships  
14 with staff to provide maximum support to Participants and Families; informing  
15 ADMINISTRATOR of emergency or special incident involving Participant or  
16 Participant's parent/caregiver/family and submit necessary paperwork; ensuring  
17 all documents and procedural forms are signed and submitted to ADMINISTRATOR  
18 within designated time-frames; maintaining accountability for all Wrap OC P&Ps  
19 as provided by ADMINISTRATOR; providing orientation and training on Wrap OC to  
20 all tutoring staff; monitoring service utilization, reviewing progress on  
21 identified family goals, ensuring modifications to interventions when necessary;  
22 monitoring and reporting to ADMINISTRATOR all tutoring staff activities;  
23 notifying the Wrap OC Direct Service Provider, Probation, Child Welfare  
24 Services, and/or Mental Health referring party, and the PNP Coordinator, if  
25 called to testify in Juvenile Court and/or if Wrap OC records are requested;  
26 assessing training and skill-building needs to ensure staff remain compliant  
27 with all contract mandates; conducting monthly meetings with staff to share  
28 information on Wrap OC issues and the status of involvement with individual

1 families, including a minimum of one (1) hour per week of individual supervision,  
2 and regular team group supervision. Individual supervision shall include,  
3 ongoing coaching, feedback, and support for each staff, including  
4 acknowledgement of strengths and areas requiring improvement; participation and  
5 completion of mandatory trainings and ensuring that staff also participate and  
6 complete mandatory trainings, as determined by ADMINISTRATOR; providing coverage  
7 for tutoring staff, as needed; assisting tutoring staff with building on family  
8 strengths, assessing goals, and utilizing community resources; providing  
9 tutoring staff with ongoing assistance to work through crisis situations, as  
10 well as day-to-day trouble shooting; reviewing all service requests pending  
11 conclusion with staff assigned to the case and ensuring adequate transition  
12 planning; conducting, at a minimum, annual performance evaluations for staff  
13 assigned for supervision; ensuring boundaries are established and maintained  
14 between staff and Participants and/or Participants' Families; reviewing all  
15 documentation prepared by tutoring staff under supervision, for services  
16 provided; reviewing program documentation to ensure accuracy and fidelity to  
17 the Wrap OC process and PNP requirements; and adhering to the Wrap OC Rules of  
18 Conduct as required by ADMINISTRATOR.

### 19 3.2 Tutor

20 3.2.1 Minimum Qualifications: Eighteen (18) years of age or  
21 older; one (1) year of tutoring experience; training in, knowledge of, and six  
22 (6) months of tutoring experience in the referred subject matter, at time of  
23 referral; six (6) months of experience working with children who exhibit  
24 emotional and behavioral problems or equivalent training; transportation with  
25 proof of at least the California minimum amount of insurance, a current/valid  
26 driver's license, and a California DMV abstract; and a tutor accreditation from  
27 an accredited institution of learning, is preferred.

28 3.2.2 Duties: Responsible for providing direct Tutoring services

1 as specified in Exhibits A and C; and complying with training specified in this  
2 Exhibits A and C.

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