

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FAMILY SUPPORT NETWORK

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

THIS AGREEMENT, entered into this 1st day of July, ~~2013~~ 2016, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and FAMILY SUPPORT NETWORK, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

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

WHEREAS COUNTY desires to contract with CONTRACTOR for the provision of Wraparound Program Support Services described herein: and

WHEREAS, CONTRACTOR agrees to comply with Wraparound Orange County standards and render such services on the terms and conditions hereinafter set forth; and

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

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

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

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

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1 1. TERM

2 The term of this Agreement shall commence on July 1, ~~2013~~ 2016, and
3 terminate on June 30, ~~2016~~ 2017, unless earlier terminated pursuant to the
4 provisions of Paragraph 41 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually
8 agree in writing to extend the term of this Agreement, for up to twelve (12)
9 additional months upon the same terms and conditions, provided that COUNTY's
10 maximum obligation as stated in Subparagraph 19.1 of this Agreement does not
11 increase as a result.

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

1 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
2 entitled to any rights and/or privileges of COUNTY employees, and shall not be
3 considered in any manner to be COUNTY employees.

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities,
6 equipment and supplies as described in the Exhibits to the Agreement between
7 County of Orange and Family Support Network, for the Provision of Wraparound
8 Orange County Support Services in Exhibit "A", and to terms and definitions
9 described in Exhibit "B" to the Agreement Between County of Orange and Family
10 Support Network, for the Provision of Wraparound Orange County Support
11 Services, both attached hereto and incorporated herein by reference.
12 CONTRACTOR shall operate continuously throughout the term of this Agreement
13 with the number and type of staff described and as required for provision of
14 services hereunder ~~pursuant to the personnel disclosure provisions of this~~
15 ~~Agreement.~~

16 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
17 may, ~~in his or her sole discretion,~~ require changes in staffing allocations to
18 reflect current workload demands or service needs as long as COUNTY's maximum
19 obligation as set forth in this Agreement is not exceeded.

20 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
21 appropriate staff to attend an orientation session and subsequent training
22 sessions given by COUNTY.

23 5. LICENSES AND STANDARDS

24 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
25 required by the laws of the United States, State of California, County of
26 Orange and all other appropriate governmental agencies, ~~to perform provide~~ the
27 services described in this Agreement, and agrees to maintain these licenses
28 and permits in effect for the duration of this Agreement. Further, CONTRACTOR

1 warrants that its employees shall conduct themselves in compliance with such
2 laws and licensure requirements including, without limitation, compliance with
3 laws applicable to sexual harassment and ethical behavior.

4 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
5 unless waived in whole or in part by ADMINISTRATOR, with all applicable
6 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
7 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR
8 Part 200, Uniform Administrative Requirement, Cost Principles and Audit
9 Requirements for Federal Awards; ~~Federal Office of Management and Budget (OMB)~~
10 ~~Circulars A-21, A-122, and A-87~~; Title 48 CFR Section 31.2; and all applicable
11 laws and regulations of the United States, State of California, County of
12 Orange Social Services Agency and all administrative regulations, rules and
13 policies adopted thereunder as each and all may now exist or be hereafter
14 amended.

15 5.2.1 For Federally funded Agreements in the amount of \$25,000
16 or more, CONTRACTOR certifies that ~~said Agency's~~ its officers and/or
17 principals are not debarred or suspended from Federal financial assistance
18 programs and/or activities.

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment:

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

1 requiring COUNTY approval.

2 6.2 Subcontracts:

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

10 6.2.1 Subcontracts of \$25,000 or less:

11 CONTRACTOR shall develop a standard form Purchase Order,
12 subject to prior written approval of ADMINISTRATOR, to be utilized for the
13 purchase of services by CONTRACTOR when the cumulative total cost of the
14 services to be provided by any organization is anticipated to be twenty-five
15 thousand dollars (\$25,000) or less during the term of this Agreement. The
16 basis for costs incurred by any such Purchase Order(s) shall be the actual
17 cost of providing services or the usual and customary charges established by
18 the organization(s) providing the services.

19 6.2.2 Subcontracts in excess of \$25,000:

20 CONTRACTOR shall develop and submit for approval to
21 ADMINISTRATOR a system for the procurement of subcontracts with any
22 organization in which the total cumulative cost of services provided by any
23 single organization is anticipated to exceed twenty-five thousand dollars
24 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
25 procurement system shall take into consideration such factors as: degree of
26 price competition; pricing policies and techniques; experience and quality of
27 service; methods of evaluating subcontractor responsibility; relationship of
28 subcontractor to CONTRACTOR; and planning, award, and post-award management of

1 subcontracts, including internal audit procedures and monitoring of
2 subcontractor's performance until completion of services.

3 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
4 procurement system, CONTRACTOR shall comply with such procurement system in
5 obtaining subcontracts with a total cost in excess of twenty-five thousand
6 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
7 shall obtain ADMINISTRATOR's written consent prior to entering into a
8 subcontract with any organization when the total cumulative cost of services
9 to be provided by that organization is anticipated to exceed twenty-five
10 thousand dollars (\$25,000) during the term of this Agreement.

11 CONTRACTOR and its subcontractor(s) shall establish and
12 maintain accurate and complete financial records related to services provided
13 under the terms of this Agreement. Such records may be subject to the
14 satisfaction of ADMINISTRATOR, and to the examination and audit by
15 ADMINISTRATOR or designee, for a period of five (5) years, or until any
16 pending audit is completed.

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

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

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

28 7.1.3 A detailed statement indicating the relationship of

1 CONTRACTOR to any subsidiary business organization or to any individual who
2 may be providing services, supplies, material or equipment to CONTRACTOR or in
3 any manner does business with CONTRACTOR under this Agreement.

4 7.2 Change in Form of Business Organization:

5 If during the term of this Agreement the form of CONTRACTOR's
6 business organization changes, or the ownership of CONTRACTOR changes, or
7 CONTRACTOR's 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
10 organization may, at COUNTY's sole discretion, be treated as an attempted
11 assignment of rights or delegation of duties of this Agreement.

12 7.3 Real Property Disclosure:

13 If CONTRACTOR is occupying any real property under any agreement,
14 oral or written, where persons are to receive services hereunder, CONTRACTOR
15 shall submit the following information in addition to a copy of the lease,
16 license or rental agreement, as well as any other information requested, prior
17 to the provision of services under this Agreement:

18 7.3.1 The location by street address and city of any such real
19 property.

20 7.3.2 The fair market value of any such real property as such
21 value is reflected on the most recently issued County Tax Collector's tax
22 bill.

23 7.3.3 A detailed description of all existing and pending
24 agreements, with respect to the use or occupation of any such real property.
25 Such description shall include, but not be limited to:

26 7.3.3.1 The term duration of any rental, lease or
27 license agreement;

28 7.3.3.2 The amount of monetary consideration to be paid

1 to the lessor or licensor over the term of the rental, lease or license
2 agreement;

3 7.3.3.3 The type and dollar value of any other
4 consideration to be paid to the lessor or licensor; and

5 7.3.3.4 The full names and addresses of all parties to
6 any agreement concerning the real property and a listing of liens (if any)
7 thereof, together with a listing by full names and addresses of all officers,
8 directors and stockholders of any private corporation, and a similar listing
9 of all general and limited partners of any partnership which is a party.

10 7.3.4 A listing by full names of all of CONTRACTOR's officers,
11 directors and/or partners, members of its administrative and advisory boards,
12 staff and consultants, who have any family relationship by marriage or blood
13 with a party to any agreement concerning real property referred to in
14 Subparagraph 7.3.3, immediately above, or who have any present or future
15 financial interest in such person's business, whether the entity concerned is
16 a corporation or partnership. Such listing shall also include the full names
17 of all of CONTRACTOR's officers, directors, partners and those holding a
18 financial interest. Included are members of its advisory boards, members of
19 its staff and consultants, who have any family relationship by marriage or
20 blood to an officer, director, or stockholder of the corporation or to any
21 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
22 also indicate the names of the officers, directors, stockholders, or
23 partner(s), as appropriate, and the family relationship which exists between
24 such person(s) and CONTRACTOR's representatives listed.

25 7.3.5 True and correct copies of all agreements with respect to
26 any such real property shall be appended to the affidavit documentation
27 described above and made a part thereof. If, during the term of this
28 Agreement, there is a change in the agreement(s) with respect to real property

1 where persons receive services, CONTRACTOR shall promptly notify
2 ADMINISTRATOR, in writing, describing such changes.

3 8. NON-DISCRIMINATION

4 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
5 shall not engage nor employ any unlawful discriminatory practices in the
6 admission of clients, provision of services or benefits, assignment of
7 accommodations, treatment, evaluation, employment of personnel or in any other
8 respect on the basis of race, religious creed, color, ethnicity, national
9 origin, ancestry, physical disability, mental disability, medical condition,
10 genetic information, marital status, sex, gender, gender identity, gender
11 expression, age, religion, sexual orientation, sexual preference, military and
12 veteran status or any other protected group in accordance with the
13 requirements of all applicable Federal or State laws.

14 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
15 meets the lawful and applicable requirements of the U.S. Department of Health
16 and Human Services.

17 8.3 CONTRACTOR shall furnish any and all information requested by
18 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
19 books, records and accounts in order to ascertain CONTRACTOR's compliance with
20 Paragraph 8 et seq.

21 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
22 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
23 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

24 8.5 Non-Discrimination in Employment

25 8.5.1 All solicitations or advertisements for employees placed
26 by or on behalf of CONTRACTOR shall state that all qualified applicants will
27 receive consideration for employment without regard to race, religious creed,
28 color, ethnicity, national origin, ancestry, physical disability, mental

1 disability, medical condition, genetic information, marital status, sex,
2 gender, gender identity, gender expression, religion, age, sexual orientation,
3 sexual preference, military and veteran status or any other protected group in
4 accordance with the requirements of all applicable Federal or State laws.
5 Notices describing the provisions of the equal opportunity clause shall be
6 posted in a conspicuous place for employees and job applicants.

7 8.5.2 CONTRACTOR shall refer any and all employees desirous of
8 filing a formal discrimination complaint to:

9 California Department of Social Services

10 Public Inquiry and Response Bureau

11 P.O. Box 944243, M.S. 8-3 4-23

12 Sacramento, CA 94244-2430-95814

13 Telephone: (800) 952-5253

14 (800) 952-8349 (For the hard of hearing)

15 8.6 Non-Discrimination in Service Delivery

16 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
17 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
18 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
19 Stamp Act of 1977, as amended, and in particular 7 CFR Section 272.6; Title
20 II of the Americans with Disabilities Act of 1990, as amended; California
21 Civil Code Section 51 et seq., as amended; California Government Code (CGC)
22 Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) (1), (i), and
23 (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections
24 98000-98413; ~~Title 24, CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual
25 Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of
26 Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and
27 State laws, as well as their implementing regulations (including Title 45 CFR
28 Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any

1 other law pertaining to Equal Employment Opportunity, Affirmative Action and
 2 Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR
 3 shall not implement any administrative methods or procedures which would have
 4 a discriminatory effect or which would violate the California Department of
 5 Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21,
 6 Chapter 21-100. If there are any violations of this paragraph, CDSS shall
 7 have the right to invoke fiscal sanctions or other legal remedies in
 8 accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other
 9 laws, or the issue may be referred to the appropriate Federal agency for
 10 further compliance action and enforcement of Subparagraph 8.6 et seq.

11 8.6.2 CONTRACTOR shall provide any and all clients desirous of
 12 filing a formal complaint any and all information as appropriate:

13 8.6.2.1 Pamphlet: "Your Rights Under California Welfare
 14 Programs" (PUB 13)

15 8.6.2.2 Discrimination Complaint Form

16 8.6.2.3 Civil Rights Contacts:

17 County Civil Rights Contact:

18 Orange County Social Services Agency

19 Program Integrity

20 Attn: Civil Rights Coordinator

21 P.O. Box 22001

22 Santa Ana, CA 92702-2001

23 Telephone: (714) 438-8877

24 State Civil Rights Contact:

25 California Department of Social Services

26 Civil Rights Bureau

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

28 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, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
Contract Services
888 N. Main Street 500 N. State College Blvd., Suite 100
Santa Ana, CA 92701 Orange, CA 92868

CONTRACTOR: Family Support Network
1015 S. Placentia Avenue
Fullerton, CA 92831

9.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the

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

12 12. INSURANCE

13 12.1 Prior to the provision of services under this Agreement,
14 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
15 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
16 endorsements required herein, necessary to satisfy COUNTY that the insurance
17 provisions of this Agreement have been complied with, and to keep such
18 insurance coverage and the certificates therefore on deposit with
19 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall
20 ensure that all subcontractors performing work on behalf of Contractor
21 pursuant to this agreement shall be covered under Contractor's insurance as an
22 Additional Insured or maintain obtain insurance subject to the same terms and
23 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
24 subcontractors to work if subcontractors have less than the level of coverage
25 required by COUNTY from CONTRACTOR under this agreement. It is the obligation
26 of CONTRACTOR to provide notice of the insurance requirements to every
27 subcontractor and to receive proof of insurance prior to allowing any
28 subcontractor to begin work. Such proof of insurance must be maintained by

1 CONTRACTOR through the entirety of this agreement for inspection by COUNTY
2 representative(s) at any reasonable time.

3 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
4 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
5 to the same terms and conditions as set forth herein for CONTRACTOR.

6 12.3 All self-insured retentions (SIRs) and deductibles shall be
7 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
8 apply, indicate this on the Certificate of Insurance with a "0" zero (0) by
9 the appropriate line of coverage. Any self-insured retention (SIR) or
10 deductible in an amount in excess of \$25,000 (\$5,000 for automobile
11 liability), shall specifically be approved by the County Executive Office
12 (CEO)/Office of Risk Management upon review of CONTRACTOR's current audited
13 financial report.

14 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
15 the full term of this Agreement, COUNTY may terminate this Agreement.

16 12.5 Qualified Insurer

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

25 12.5.2 ~~The policy or policies of insurance required herein must~~
26 ~~be issued by an insurer licensed to do business in the State of California~~
27 ~~(California Admitted Carrier). If the insurer is a non-admitted carrier in the~~
28 ~~State of California and does not meet or exceed~~ If the insurance carrier does

1 not have an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains
 2 the right to approve or reject a carrier after a review of the company's
 3 performance and financial rating. ~~If the non-admitted carrier meets or~~
 4 ~~exceeds the minimum A.M. Best rating of A-/VIII, ADMINISTRATOR can accept the~~
 5 ~~insurance.~~

6 12.6 The policy or policies of insurance maintained by CONTRACTOR shall
 7 provide the minimum limits and coverage as set forth below:

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

19 12.7 Required Coverage Forms

20 12.7.1 Commercial General Liability coverage shall be written on
 21 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
 22 liability coverage at least as broad.

23 12.7.2 Business Auto Liability coverage shall be written on ISO
 24 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
 25 coverage at least as broad.

26 12.8 Required Endorsements

27 12.8.1 Commercial General Liability policy shall contain the
 28 following endorsements, which shall accompany the Certificate of Insurance:

1 12.8.1.1 An Additional Insured endorsement using ISO form
2 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
3 its elected and appointed officials, officers, employees, agents as Additional
4 Insureds.

5 12.8.1.2 A primary non-contributing endorsement
6 evidencing that 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 12.8.2 The Network Security and Privacy Liability policy shall
10 contain the following endorsements which shall accompany the Certificate of
11 Insurance.

12 12.8.2.1 An Additional Insured Endorsement naming the
13 County of Orange, its elected and appointed officials, agents and employees as
14 Additional Insureds for its vicarious liability.

15 12.8.2.2 A primary and non-contributing endorsement
16 evidencing that the CONTRACTOR's insurance is primary and any insurance or
17 self-insurance maintained by the County of Orange shall be excess and non-
18 contributing.

19 12.9 All insurance policies required by this Agreement shall waive all
20 rights of subrogation against the County of Orange ~~and members of the Board of~~
21 ~~Supervisors~~, its elected and appointed officials, officers, agents and
22 employees when acting within the scope of their appointment or employment.

23 12.10 The Workers' Compensation policy shall contain a waiver of
24 subrogation endorsement waiving all rights of subrogation against the County
25 of Orange, ~~and members of the Board of Supervisors~~, its elected and appointed
26 officials, officers, agents and employees.

27 12.11 All ~~insurance policies required by this Agreement shall give the~~
28 ~~County of Orange~~ CONTRACTOR shall notify COUNTY in writing within thirty (30)

1 ~~days~~ days' notice in the event of any policy cancellation and ten (10) days
2 for non-payment of premium and provide a copy of the cancellation notice to
3 COUNTY. Failure to provide written notice of cancellation may constitute a
4 material breach of the contract, upon which the COUNTY may suspend or
5 terminate this Agreement. ~~This shall be evidenced by policy provisions or an~~
6 ~~endorsement separate from the Certificate of Insurance.~~

7 12.12 The Commercial General Liability policy shall contain a
8 severability of interests clause also known as a "separation of insureds"
9 clause (standard in the ISO CG 0001 policy).

10 12.13 Insurance certificates should be mailed to COUNTY at the address
11 indicated in Paragraph 9 of this Agreement.

12 12.14 If CONTRACTOR fails to provide the insurance certificates and
13 endorsements within seven (7) days of notification by CEO/County Procurement
14 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

15 12.15 COUNTY expressly retains the right to require CONTRACTOR to
16 increase or decrease insurance of any of the above insurance types throughout
17 the term of this Agreement. Any increase or decrease in insurance will be as
18 deemed by County of Orange Risk Manager as appropriate to adequately protect
19 COUNTY.

20 12.16 COUNTY shall notify CONTRACTOR in writing of changes in the
21 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
22 certificates of insurance and endorsements with COUNTY incorporating such
23 changes within thirty (30) days of receipt of such notice, this Agreement may
24 be in breach without further notice to CONTRACTOR, and COUNTY shall be
25 entitled to all legal remedies.

26 12.17 The procuring of such required policy or policies of insurance
27 shall not be construed to limit CONTRACTOR's liability hereunder nor to
28 fulfill the indemnification provisions and requirements of this Agreement, nor

1 act in any way to reduce the policy coverage and limits available from the
2 insurer.

3 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

4 CONTRACTOR shall report to COUNTY:

5 13.1 Any accident or incident relating to services performed under this
6 Agreement which involves injury or property damage which may result in the
7 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
8 shall be made in writing within twenty-four (24) hours of occurrence.

9 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
10 from or related to services performed by CONTRACTOR under this Agreement.
11 Such report shall be submitted to COUNTY within twenty-four (24) hours of
12 occurrence.

13 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
14 property. Such report shall be submitted to COUNTY within twenty-four (24)
15 hours of occurrence.

16 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
17 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
18 under the term of this Agreement. Such report shall be submitted to COUNTY
19 within twenty-four (24) hours of occurrence.

20 14. CONFLICT OF INTEREST

21 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
22 any actions or conditions that could result in a conflict with the best
23 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
24 agents, relatives, subcontractors, and third parties associated with
25 accomplishing the work hereunder.

26 14.2 CONTRACTOR's efforts shall include, but not be limited to,
27 establishing precautions to prevent its employees or agents from making,
28 receiving, providing, or offering gifts, entertainment, payments, loans, or

1 other considerations which could be deemed to appear to influence individuals
2 to act contrary to the best interests of COUNTY.

3 15. ANTI-PROSELYTISM PROVISION

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

8 16. SUPPLANTING GOVERNMENT FUNDS

9 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
10 intended for the purposes of this Agreement with any funds made available
11 under this Agreement. CONTRACTOR shall not claim payment from COUNTY for, or
12 apply sums received from COUNTY with respect to, that portion of its
13 obligations which have been paid by another source of revenue. CONTRACTOR
14 agrees that it shall not use funds received pursuant to this Agreement, either
15 directly or indirectly, as a contribution or compensation for purposes of
16 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
17 program without prior written approval of ADMINISTRATOR.

18 17. EQUIPMENT

19 17.1 All items purchased with funds provided under this Agreement, or
20 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
21 at least five thousand dollars (\$5,000.00), including sales tax, shall be
22 considered Capital Equipment. Title to all ~~items of~~ Capital Equipment shall,
23 upon purchased, vests and will remain in COUNTY ~~as such shall be designated by~~
24 ~~ADMINISTRATOR~~. The use of such items of Capital Equipment is limited to the
25 performance of this Agreement. Upon the termination of this Agreement,
26 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
27 or its representatives, or dispose of them in accordance with the directions
28 of ADMINISTRATOR.

1 CONTRACTOR further agrees to the following:

2 17.1.1 To maintain all items of Capital Equipment in good working
3 order and condition, normal wear and tear excepted.

4 17.1.2 To label all items of Capital Equipment, do periodic
5 inventories as required by ADMINISTRATOR and to maintain an inventory list
6 showing where and how the Capital Equipment is being used, in accordance with
7 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
8 ADMINISTRATOR within ten (10) days of any request therefore.

9 17.1.3 To report in writing to ADMINISTRATOR immediately after
10 discovery, the loss or theft of any items of Capital Equipment. For stolen
11 items, the local law enforcement agency must be contacted and a copy of the
12 police report submitted to ADMINISTRATOR.

13 17.1.4 To purchase a policy or policies of insurance covering
14 loss or damage to any and all Capital Equipment purchased under this
15 Agreement, in the amount of the full replacement value thereof, providing
16 protection against the classification of fire, extended coverage, vandalism,
17 malicious mischief and special extended perils (all risks) covering the
18 parties' interests as they appear.

19 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
20 requested in writing, shall require the prior written approval of
21 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
22 appropriate and directly related to CONTRACTOR's service or activity under the
23 terms of the Agreement. COUNTY may refuse reimbursement for any costs
24 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
25 if prior written approval has not been obtained from ADMINISTRATOR.

26 17.3 Personal Computer Equipment:

27 No personal computers and/or personal electronic devices, such as
28 tablets and laptop computers, or any component thereof may be purchased with

1 funds provided under this Agreement, regardless of purchase price, without
 2 prior written approval of ADMINISTRATOR. Any ~~such purchase personal computers~~
 3 ~~or any component thereof purchased~~ shall be in accordance with ~~computer~~
 4 specifications provided by ADMINISTRATOR, be subject to the same inventory
 5 control conditions specified in Subparagraphs 17.1.1 to 17.1.4 and, at the
 6 sole discretion of ADMINISTRATOR, become the property of COUNTY upon
 7 termination of this Agreement.

8 18. BREACH SANCTIONS

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

14 18.1 Afford CONTRACTOR a time period within which to cure the breach,
 15 which period shall be established ~~at the sole discretion of~~ by ADMINISTRATOR;
 16 and/or

17 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
 18 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
 19 later recovery; and/or

20 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
 21 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

24 19. PAYMENTS

25 19.1 Maximum Contractual Obligation:

26 The maximum obligation of COUNTY under this Agreement shall be
 27 ~~\$165,000, or actual allowable costs, whichever is less. not exceed the amount~~
 28 ~~of \$495,000: the amount of \$165,000 for July 1, 2013 2016 through June 30, 2014~~

1 ~~2017. ; the amount of \$165,000 for July 1, 2014 through June 30, 2015; and the~~
2 ~~amount of \$165,000 for July 1, 2015 through June 30, 2016.~~

3 19.2 Allowable Costs:

4 During the term of this Agreement, COUNTY shall pay CONTRACTOR
5 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
6 pursuant to this Agreement, as defined in ~~OMB Circular A-122~~ 2 CFR, Part 230
7 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may
8 pay CONTRACTOR for anticipated allowable costs that will be incurred by
9 CONTRACTOR for June ~~2014, June 2015, and June 2016~~ 2017, during the month of
10 such anticipated expenditure.

11 19.3 Claims:

12 19.3.1 CONTRACTOR shall submit monthly ~~reimbursement~~ claims to
13 be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
14 the month for expenses incurred in the preceding month. In the event the
15 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
16 shall submit the claim the next business day. COUNTY holidays include New
17 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
18 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
19 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

20 19.3.2 All ~~reimbursement~~ claims must be submitted on a form
21 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
22 supporting source documents with the monthly claim, including, inter alia, a
23 monthly statement of services, general ledgers, supporting journals, time
24 sheets, invoices, canceled checks, receipts, and receiving records, some of
25 which may be required to be copied. Source documents that CONTRACTOR must
26 submit shall be determined by ADMINISTRATOR and/or the COUNTY's Auditor-
27 Controller. CONTRACTOR shall retain all financial records in accordance with
28 Paragraph 24 (Records, Inspections, and Audits) of this Agreement.

1 19.3.3 Payments should be released by COUNTY within a reasonable
2 time period of approximately thirty (30) days after receipt of a correctly
3 completed claim form and required supporting documentation.

4 19.3.4 Year End and Final Claims

5 19.3.4.1 ~~Final claims for the term of July 1, 2013~~
6 ~~through June 30, 2014, must be received no later than August 30, 2014 at 5:00~~
7 ~~p.m.~~

8 19.3.4.2 ~~Final claims for the term of July 1, 2014~~
9 ~~through June 30, 2015, must be received no later than August 30, 2015 at 5:00~~
10 ~~p.m.~~

11 19.3.4.3 ~~Final claims for the term of July 1, 2015~~
12 ~~through June 30, 2016, must be received no later than August 30, 2016 at 5:00~~
13 ~~p.m.~~

14 19.3.4.4 ~~Claims received after the dates specified in~~
15 ~~Subparagraphs 19.3.4.1 to 19.3.4.3~~ CONTRACTOR shall submit a final claim by no
16 later than August 30, 2017. Claims received after August 30th may, at
17 ADMINISTRATOR's discretion, not be reimbursed. ADMINISTRATOR may, ~~in its sole~~
18 ~~discretion,~~ modify the date upon which the final claim per term must be
19 received, upon written notice to CONTRACTOR.

20 19.3.4.5 The basis for final settlement shall be the
21 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122 2
22 CFR, Part 230, incurred and paid by CONTRACTOR pursuant to this Agreement;
23 limited, however, to the maximum obligation of COUNTY. In the event that any
24 overpayment has been made, COUNTY may offset the amount of the overpayment
25 against the final payment. In the event overpayment exceeds the final
26 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business
27 days of notice from COUNTY. Nothing herein shall be construed as limiting the
28 remedies of COUNTY in the event an overpayment has been made.

1 19.3.5 Seventy-Five Percent Expenditure Notification:

2 19.3.5.1 CONTRACTOR shall maintain a system of record
3 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
4 five percent (75%) of the total contract authorizations under this Agreement.
5 Upon occurrence of this event, CONTRACTOR shall send written notification to
6 ADMINISTRATOR.

7 20. OVERPAYMENTS

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

21 21. OUTSTANDING DEBT

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

25 22. FINAL REPORT

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

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

3 23. INDEPENDENT AUDIT

4 23.1 CONTRACTOR shall employ a licensed certified public accountant who
5 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
6 related expenditures during the term of this Agreement in compliance with the
7 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
8 Organizations. The audit must be performed in accordance with generally
9 accepted government auditing standards and ~~OMB Circular A-122~~ 2 CFR Part 230.
10 The audit must be performed in accordance with generally accepted government
11 auditing standards. CONTRACTOR shall cooperate with COUNTY, State and/or
12 Federal agencies to ensure that corrective action is taken within six (6)
13 months after issuance of all audit reports with regard to audit exceptions.

14 23.2 It is mutually understood that CONTRACTOR's ~~organization-wide~~
15 ~~audit~~ yearly fiscal cycle covers fiscal years beginning July 1 and ending
16 through June 30. CONTRACTOR ~~agrees to~~ shall provide ADMINISTRATOR with a copy
17 of its organization-wide audit for the period July 1, 2013, through June 30,
18 2014, by August 30, 2014; for the period July 1, 2014, through June 30, 2015,
19 by August 30, 2015; and for the period July 1, 2015, through June 30, 2016, by
20 August 30, 2016 within fourteen (14) calendar days of CONTRACTOR's receipt.
21 Failure to provide a copy of the organization wide audits, for the period July
22 1, 2013, through June 30, 2016, of CONTRACTOR to comply with this Paragraph
23 shall be sufficient cause for ADMINISTRATOR, in its sole discretion, to deny
24 payment under this or any subsequent Agreement with CONTRACTOR until such time
25 as the required audits are is provided to ADMINISTRATOR. ADMINISTRATOR may,
26 in its sole discretion, modify the date upon which the organization wide
27 audits must be received, CONTRACTOR's audit submission deadline upon notice to
28 CONTRACTOR.

1 24. RECORDS, INSPECTIONS AND AUDITS

2 24.1 Financial Records:

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

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

13 24.2 Public Records:

14 With the exception of client records or other records referenced
15 in Paragraph 30, entitled Confidentiality, all records, including but not
16 limited to, reports, audits, notices, claims, statements and correspondence,
17 required by this Agreement may be subject to public disclosure. COUNTY will
18 not be liable for any such disclosure.

19 24.3 Inspections and Audits:

20 24.3.1 The U.S. Department of Health and Human Services,
21 Comptroller General of the United States, Director of CDSS, State Auditor-
22 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
23 Department, or any of their authorized representatives, shall have access to
24 any books, documents, papers and records, including medical records, of
25 CONTRACTOR which any of them may determine to be pertinent to this Agreement
26 for the purpose of financial monitoring. Further, all the above mentioned
27 persons have the right at all reasonable times to inspect or otherwise
28 evaluate the work performed or being performed under this Agreement and the

1 premises in which it is being performed.

2 24.3.2 CONTRACTOR shall make ~~available~~ its books and financial
3 records **available** within the borders of Orange County within ten (10) days
4 ~~after~~ **of** receipt of written demand by ADMINISTRATOR.

5 24.3.3 In the event CONTRACTOR does not make available its books
6 and financial records within the borders of Orange County, CONTRACTOR agrees
7 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
8 designee, necessary to obtain CONTRACTOR's books and financial records.

9 24.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
10 liability to the State or Federal government or any agency thereof resulting
11 from any disallowances or other audit exceptions to the extent that such
12 liability is attributable to CONTRACTOR's failure to perform under this
13 Agreement.

14 25. PERSONNEL DISCLOSURE

15 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
16 all personnel providing services hereunder, including résumés and job
17 applications. Changes to the list will be immediately provided to
18 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
19 application. The list shall include:

20 25.1.1 Names **and dates of birth** of all full or part-time
21 personnel by title, including volunteer personnel, whose direct services are
22 required to provide the programs described herein;

23 25.1.2 A brief description of the functions of each position and
24 the hours each person works each week; or for part-time personnel, each day or
25 month, as appropriate;

26 25.1.3 The professional degree, if applicable, and experience
27 required for each position; and

28 25.1.4 The language skill, if applicable, for all personnel.

1 25.2 Where authorized by law, CONTRACTOR's employment applications
2 shall require applicants to provide detailed information regarding the
3 conviction of a crime by any court, for offenses other than minor traffic
4 offenses. Information not disclosed in the employment application discovered
5 subsequent to the hiring or promotion of any applicant shall be cause for
6 ~~removal~~ termination of that employee from the performance of services under
7 this Agreement.

8 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
9 COUNTY a clearance on the following public websites the names and dates of
10 birth for all employees and/or volunteers who will have direct, interactive
11 contact with clients served through this Agreement: U.S. Department of
12 Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex
13 Offenders Registry (www.meganslaw.ca.gov).

14 25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
15 the COUNTY, a criminal record background checks on all employees (direct
16 service and administrative) funded through this Agreement and also all non-
17 funded staff (e.g. volunteers, in-kind staff, etc.) and/or ~~volunteers~~ who will
18 ~~provide services~~ have direct, interactive contact with clients served through
19 ~~under~~ this Agreement. Background checks conducted through the California
20 Department of Justice shall include a check of the California Central Child
21 Abuse Index, when applicable. Candidates will satisfy background checks
22 consistent with this Paragraph and ~~comparable to those required for COUNTY~~
23 ~~employees~~ their performance of services under this Agreement.

24 25.5 In the event a record is revealed through the processes described
25 in Subparagraphs 25.3 and **Error! Reference source not found.**, COUNTY will be
26 available to consult with CONTRACTOR on appropriateness of personnel providing
27 services through this Agreement.

28 25.6 CONTRACTOR warrants that all persons employed or otherwise

1 assigned by CONTRACTOR to provide services under this Agreement have
2 satisfactory past work records and/or reference checks indicating their
3 ability to perform the required duties and accept the kind of responsibility
4 anticipated under this Agreement. CONTRACTOR shall maintain records of
5 background investigations and reference checks undertaken and coordinated by
6 CONTRACTOR for each employee and/or volunteer assigned to provide services
7 under this Agreement for a minimum of five (5) years from the date of final
8 payment under this Agreement or until all pending COUNTY, State and Federal
9 audits are completed, whichever is later, in compliance with all applicable
10 laws.

11 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
12 arrest and/or subsequent conviction, for offenses other than minor traffic
13 offenses, of any paid employee and/or volunteer staff performing services
14 under this Agreement, when such information becomes known to CONTRACTOR.
15 ADMINISTRATOR, ~~in its sole discretion,~~ may determine whether such employee
16 and/or volunteer may continue to provide services under this Agreement and
17 shall provide notice of such determination to CONTRACTOR in writing.
18 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
19 material breach of this Agreement, pursuant to Paragraph 18 above.

20 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
21 staff performing work hereunder and any proposed changes in CONTRACTOR's
22 staff, ~~including, but not limited to, CONTRACTOR's Program Director.~~

23 25.9 COUNTY shall have the right, ~~at its sole discretion,~~ to require
24 CONTRACTOR to remove any employee from the performance of services under this
25 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
26 said personnel.

27 25.10 CONTRACTOR shall notify COUNTY immediately when staff is
28 terminated for cause from working on this Agreement.

1 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
2 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
3 work in accordance with the terms and conditions of this Agreement.

4 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

22 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

23 27.1 In order to comply with child support enforcement requirements of
24 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
25 of the award of this Agreement:

- 26 (a) in the case of an individual contractor, his/her name, date of
27 birth, Social Security number, and residence address;
28 (b) in the case of a contractor doing business in a form other than as

1 an individual, the name, date of birth, Social Security number,
 2 and residence address of each individual who owns an interest of
 3 ten ~~(10)~~ percent (10%) or more in the contracting entity;

4 (c) a certification that CONTRACTOR has fully complied with all
 5 applicable Federal and State reporting requirements regarding its
 6 employees; and

7 (d) a certification that CONTRACTOR has fully complied with all
 8 lawfully served Wage and Earnings Assignment Orders and Notices of
 9 Assignment, and will continue to so comply.

10 27.2 The failure of CONTRACTOR to timely submit the data or
 11 certifications required by subsections (a), (b), (c), or (d), or to comply
 12 with all Federal and State employee reporting requirements for child support
 13 enforcement or to comply with all lawfully served Wage and Earnings Assignment
 14 Orders and Notices of Assignment shall constitute a material breach of this
 15 Agreement, and failure to cure such breach within sixty (60) calendar days of
 16 notice from COUNTY shall constitute grounds for termination of this Agreement.

17 27.3 It is expressly understood that this data will be transmitted to
 18 governmental agencies charged with the establishment and enforcement of child
 19 support orders, and for no other purpose.

20 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

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

10 30. CONFIDENTIALITY

11 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
12 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
13 and all other provisions of law, and regulations promulgated thereunder
14 relating to privacy and confidentiality, as each may now exist or be hereafter
15 amended.

16 30.2 All records and information concerning any and all persons
17 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
18 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
19 volunteers. CONTRACTOR shall require all of its employees, agents,
20 subcontractors and volunteer staff who may provide services for CONTRACTOR
21 under this Agreement to sign an agreement with CONTRACTOR before commencing
22 the provision of any such services, to maintain the confidentiality of any and
23 all materials and information with which they may come into contact, or the
24 identities or any identifying characteristics or information with respect to
25 any and all participants referred to CONTRACTOR by COUNTY, except as may be
26 required to provide services under this Agreement or to those specified in
27 this Agreement as having the capacity to audit CONTRACTOR, and as to the
28 latter, only during such audit. CONTRACTOR shall comply with any audits

1 specified in Paragraph 24, provide reports and any other information required
2 by COUNTY in the administration of this Agreement, and as otherwise permitted
3 by law.

4 30.3 CONTRACTOR shall inform all of its employees, agents,
5 subcontractors, volunteers and partners of this provision and that any person
6 ~~knowingly and intentionally~~ violating the provisions of said State law may be
7 guilty of a crime.

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

10 30.5 CONTRACTOR agrees to maintain the confidentiality of its records
11 with respect to Juvenile Court matters, in accordance with WIC Section 827,
12 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
13 regarding Confidentiality, as it now exists or may hereafter be amended.

14 30.5.1 No access, disclosure or release of information regarding
15 a child who is the subject of Juvenile Court proceedings shall be permitted
16 except as authorized. If authorization is in doubt, no such information shall
17 be released without the written approval of a Judge of the Juvenile Court.

18 30.5.2 CONTRACTOR must receive prior written approval of the
19 Juvenile Court before allowing any child to be interviewed, photographed or
20 recorded by any publication or organization or to appear on any radio,
21 television or internet broadcast or make any other public appearance. Such
22 approval shall be requested through child's Social Worker.

23 31. COPYRIGHT ACCESS

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

1 32. WAIVER

2 No delay or omission by either party hereto to exercise any right or
3 power accruing upon any noncompliance or default by the other party with
4 respect to any of the terms of this Agreement shall impair any such right or
5 power or be construed to be a waiver thereof. A waiver by either of the
6 parties hereto of any of the covenants, conditions, or agreements to be
7 performed by the other shall not be construed to be a waiver of any succeeding
8 breach thereof or of any other covenant, condition or agreement herein
9 contained.

10 33. PETTY CASH

11 CONTRACTOR is authorized to establish a petty cash fund in an amount not
12 to exceed ~~two hundred and fifty dollars (\$250.00)~~ one thousand dollar
13 (\$1,000.00).

14 34. PUBLICITY

15 34.1 Information and solicitations, prepared and released by
16 CONTRACTOR, concerning the services provided under this Agreement shall state
17 that the program, wholly or in part, is funded through COUNTY, State and
18 Federal government funds.

19 34.2 CONTRACTOR shall not disclose any details in connection with this
20 Agreement to any person or entity except as may be otherwise provided
21 hereunder or required by law. However, in recognizing CONTRACTOR's need to
22 identify its services and related clients to sustain itself, COUNTY shall not
23 inhibit CONTRACTOR from publishing its role under this Agreement within the
24 following conditions:

25 34.2.1 CONTRACTOR shall develop all publicity material in a
26 professional manner; and

27 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
28 and shall not authorize another to, publish or disseminate any commercial

1 advertisements, press releases, feature articles, or other materials using the
2 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
3 unreasonably withhold written consent.

4 35. COUNTY RESPONSIBILITIES

5 ADMINISTRATOR will provide consultation and technical assistance, and
6 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

7 36. REPORTS

8 36.1 CONTRACTOR shall provide information deemed necessary by
9 ADMINISTRATOR to complete any State-required reports related to the services
10 provided under this Agreement.

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

16 37. ENERGY EFFICIENCY STANDARDS

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

20 38. ENVIRONMENTAL PROTECTION STANDARDS

21 CONTRACTOR shall be in compliance with ~~Section 306~~ of the Clean Air Act
22 [Title 42 USC Section ~~1857(h)~~ 7401 et seq.], Section 508 of the Clean Water
23 Act (Title 33 USC Section 1368), Executive Order 11738 and Environmental
24 Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR
25 ~~Part 15~~), as any may now exist or be hereafter amended. Under these laws and
26 regulations, CONTRACTOR assures that:

27 38.1 No facility to be utilized in the performance of the proposed
28 grant has been listed on the EPA List of Violating Facilities;

1 38.2 It will notify COUNTY prior to award of the receipt of any
2 communication from the Director, Office of Federal Activities, U.S. EPA,
3 indicating that a facility to be utilized for the grant is under consideration
4 to be listed on the EPA List of Violating Facilities; and

5 38.3 It will notify COUNTY and the EPA about any known violation of the
6 above laws and regulations.

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

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

17 A. The definitions and prohibitions contained in the clause at
18 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
19 Certain Federal Transactions, included in this solicitation, are hereby
20 incorporated by reference in ~~p~~ Paragraph (B) of this certification.

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

23 1) No Federal appropriated funds have been paid or will
24 be paid to any person for influencing or attempting to influence an officer or
25 employee of any agency, a Member of Congress, an officer or employee of
26 Congress, or an employee of a Member of Congress on his or her behalf in
27 connection with the awarding of any Federal contract, the making of any
28 Federal grant, the making of any Federal loan, the entering into of any

1 cooperative agreement, and the extension, continuation, renewal, amendment or
2 modification of any Federal contract, grant, loan or cooperative agreement;

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

11 3) He or she will include the language of this
12 certification in all subcontract awards at any tier and require that all
13 recipients of subcontract awards in excess of \$100,000 shall certify and
14 disclose accordingly.

15 C. Submission of this certification and disclosure is a
16 prerequisite for making or entering into this Agreement imposed by Section
17 1352, Title 31, USC. Any person who makes an expenditure prohibited under
18 this provision or who fails to file or amend the disclosure form to be filed
19 or amended by this provision, shall be subject to a civil penalty of not less
20 than \$10,000, and not more than \$100,000, for each such failure.

21 40. POLITICAL ACTIVITY

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

25 41. TERMINATION PROVISIONS

26 41.1 ADMINISTRATOR may terminate this Agreement without penalty
27 immediately with cause or after thirty (30) days written notice without cause,
28 unless otherwise specified. Notice shall be deemed served on the date of

1 mailing. Cause shall be defined as any breach of contract, any
2 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
3 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
4 all further obligations under this Agreement.

5 41.2 Upon termination, or notice thereof, CONTRACTOR agrees to
6 cooperate with ADMINISTRATOR in the orderly transfer of service
7 responsibilities, active case records, and pertinent documents.

8 41.3 The obligations of COUNTY under this Agreement are contingent upon
9 the availability of Federal and/or State funds, as applicable, for the
10 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
11 for the services hereunder in the budget approved by the Orange County Board
12 of Supervisors each fiscal year this Agreement remains in effect or operation.
13 In the event that such funding is terminated or reduced, ADMINISTRATOR may
14 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
15 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
16 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
17 notification of such determination. CONTRACTOR shall immediately comply with
18 ADMINISTRATOR's decision.

19 41.4 If any provision of this Agreement or the application thereof is
20 held invalid, the remainder of this Agreement shall not be affected thereby.

21 42. GOVERNING LAW AND VENUE

22 This Agreement has been negotiated and executed in the State of
23 California and shall be governed by and construed under the laws of the State
24 of California. In the event of any legal action to enforce or interpret this
25 Agreement, the sole and exclusive venue shall be a court of competent
26 jurisdiction located in Orange County, California, and the parties hereto
27 agree to and do hereby submit to the jurisdiction of such court,
28 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties

1 specifically agree to waive any and all rights to request that an action be
2 transferred for trial to another county.

3 43. SIGNATURE IN COUNTERPARTS

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

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

3
4 By: _____
5 LINDA SMITH
6 EXECUTIVE DIRECTOR
7 FAMILY SUPPORT NETWORK

By: _____
COUNTY OF ORANGE
CHAIRWOMAN OF THE
BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

8 Dated: _____

Dated: _____

9
10
11 SIGNED AND CERTIFIED THAT A COPY OF THIS
12 DOCUMENT AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
13 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
14 ATTEST:

15
16 _____
17 SUSAN NOVAK ROBIN STIELER
18 Clerk of the Board of Supervisors
19 Orange County, California

20 APPROVED AS TO FORM
21 COUNTY COUNSEL
22 COUNTY OF ORANGE, CALIFORNIA

23 By: _____
24 DEPUTY

25 Dated: _____
26
27
28

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

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

1. SERVICE STANDARDS

1.1 CONTRACTOR shall adhere to Wraparound OC standards which are discussed and provided during the Wraparound OC Four-Day Core Training, described in Paragraph 3.4.1 ~~as determined and provided by WOG~~. CONTRACTOR shall participate with COUNTY and/or Wraparound OC Provider Agency(ies) in the development and delivery of ongoing Wraparound OC training. COUNTY shall provide continuing training as necessary.

1.2 CONTRACTOR shall recruit and train Parent Partner(s) in accordance with Wraparound OC standards developed by WRIT and/or WOG for provision of Wraparound OC Services.

1.3 CONTRACTOR shall adhere to training standards for job-specific performance responsibilities for Parent Partner(s) as identified and provided by ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify said standards and responsibilities.

1.4 CONTRACTOR shall provide training services for Parent Partner(s) geared toward enabling children/NMD youth to remain in the least restrictive, most family-like settings possible.

1.5 CONTRACTOR shall notify ADMINISTRATOR when a Parent Partner is recruited, providing the name and date recruited for each Parent Partner.

1 CONTRACTOR shall recruit and refer only those prospective Parent Partners who
2 meet the hiring expectations as provided by ADMINISTRATOR. ADMINISTRATOR may,
3 in its sole discretion, modify said expectations.

4 1.6 CONTRACTOR shall ensure that all potential Parent Partner(s) are
5 notified of the expectation of completing mandatory Wraparound OC Four (4)-Day
6 Core Training in Wraparound OC philosophy and policies. CONTRACTOR shall
7 provide certification training that shall be held at least two (2) times per
8 calendar year. ADMINISTRATOR will provide Wraparound OC philosophy and
9 policies to CONTRACTOR.

10 1.7 CONTRACTOR shall ensure that all Parent Partner(s) understand that
11 Wraparound OC services may be provided at any location in Orange County or in
12 contiguous counties, twenty-four (24) hours a day, and on any day of the year.

13 1.8 CONTRACTOR shall provide services pursuant to this Agreement in a
14 manner that is culturally responsive and linguistically appropriate for the
15 population(s) served. CONTRACTOR shall continue to develop and implement
16 policies and procedures that are culturally responsive and linguistically
17 appropriate as established and provided by COUNTY. CONTRACTOR shall maintain
18 documentation of such efforts, which may include, but ~~is~~ are not limited to:

19 1.8.1 Participation in COUNTY sponsored and other applicable
20 training;

21 1.8.2 Availability of literature in multiple languages and
22 formats as appropriate; and

23 1.8.3 Identification of measures taken to enhance accessibility
24 for, and sensitivity to, persons with physically challenges. ~~and communities.~~

25 1.9 CONTRACTOR shall conduct initial or pre-hire background checks on
26 all Wraparound OC Support Services staff, in accordance with Paragraph 25
27 entitled "Personnel Disclosure" of this Agreement and including, but not
28 limited to:

1 1.9.1 Criminal records, including Department of Justice, Federal
2 Bureau of Investigation and Child Abuse Central Index (CACI);

3 1.9.2 Fingerprinting (Live Scan, or equivalent, as approved by
4 SSA ADMINISTRATOR);

5 1.9.3 Health (including tuberculosis)/drug screening;

6 1.9.4 HCA sanctions;

7 1.9.5 Department of Motor Vehicles (DMV);

8 1.9.6 Professional License and insurance status (as applicable);

9 and

10 1.9.7 Sanction screenings (Office of Inspector General, Excluded
11 Parties List System).

12 1.10 CONTRACTOR shall obtain annual updated clearances; maintain a
13 method of obtaining timely and subsequent updated records notifications,
14 including monitoring of Driver's License suspensions, tickets, accidents
15 and/or other vehicular violations. If any subsequent negative criminal,
16 professional, DMV and/or CACI record information is obtained, CONTRACTOR shall
17 immediately notify COUNTY.

18 2. RECRUITMENT EXPECTATIONS

19 CONTRACTOR shall ensure that any potential Parent Partner is an
20 individual who has experience in managing the care of an immediate family
21 member, or who has been the caregiver for a child, who has been involved with
22 the COUNTY'S child welfare services, probation department, and/or mental
23 health system because of serious emotional and/or behavioral problems; has at
24 least two (2) years full-time equivalent experience (paid or unpaid) in
25 accessing services to address serious emotional and/or behavioral problems; is
26 familiar with community resources; and, is willing to:

27 2.1 Provide emotional support to the Participant's family for the
28 entire period the Participant is enrolled in the Wraparound OC program,

1 through face-to-face meetings or via telephone.

2 2.2 Be available to the Participant's family on an on-call basis.

3 2.3 Ensure that all persons involved in the Wraparound OC program
4 treat the Participant and the Participant's family with respect.

5 2.4 Provide resource information to the Participant's family.

6 2.5 Assist the Participant's family in accessing strengths-based
7 mental health, social services, educational services, and other supports as
8 identified by the Family Team.

9 2.6 Assist the Participant's family in ensuring that services provided
10 are responsive to the Participant's goals and needs, as identified by the
11 Participant and the Family Team.

12 2.7 Assist the Participant's family in ensuring that the Family Team
13 is participating in all phases of developing and implementing the
14 Participant's POC.

15 2.8 Assist the Participant's family in seeking new services and/or
16 resources needed for the Participant.

17 2.9 Participate in bi-monthly Parent Partner meetings, or as directed
18 by ADMINISTRATOR.

19 2.10 Communicate with Wraparound OC Provider Agency(ies) to discuss all
20 problems or issues in providing Wraparound OC services.

21 3. TRAINING EXPECTATIONS

22 3.1 CONTRACTOR shall hold monthly one (1)-day Parent Partner trainings
23 for all newly hired Parent Partner(s). In order to hold the training on a
24 convenient date for all parties, the one (1)-day Parent Partner training may
25 be postponed to a later date upon mutual agreement between the Parent Partner,
26 Wraparound OC Provider Agency, and CONTRACTOR.

27 3.2 CONTRACTOR shall be responsible for retaining in its possession
28 copies of the sign-in sheets collected at each Parent Partner training to

1 verify attendance.

2 3.3 CONTRACTOR shall ensure that at the completion of training, Parent
3 Partner(s) are familiar with, and have a detailed knowledge of, the following
4 Wraparound OC Program Elements:

5 3.3.1 Wraparound Referral Process, including, but not limited
6 to: source of referral, referral reason, referral date, and enrollment date.

7 3.3.2 Intake Concerns, including, but not limited to:
8 abuse/neglect by parent(s), the Participant's progress and/or behavior in the
9 school/community, and/or the Participant's acting out, alcohol/substance use,
10 and severe aggressiveness.

11 3.3.3 Required Participant Demographics, including, but not
12 limited to: name, gender, unique case number, address, date of birth, race,
13 ethnicity, and primary language of Participant and caregiver(s).

14 3.3.4 Placement, including, but not limited to: caregiver's
15 name and relationship to Participant, and placement at the time of
16 Participant's referral.

17 3.3.5 Medical Status.

18 3.3.6 Participant's Legal Status (i.e., Ward or Dependent of the
19 Juvenile Court and/or engaged in Family Reunification (FR), Family Maintenance
20 (FM), Voluntary Family Services (VFS), Adoption Assistance Program (AAP),
21 etc.).

22 3.3.7 School Status.

23 3.3.8 Participant's POC Elements, including, but not limited to:
24 needs; types of services/life areas; date authorized, initiated, and
25 discontinued; progress in past month/outcome(s); continuing service(s);
26 discontinued service(s) and reason(s); and added service(s) and reason(s).

27 3.3.9 Assessment(s), including, but not limited to:
28 Participant's emotional adjustment, Participant's behavioral adjustment, and

1 Participant's family functioning.

2 3.3.10 Family Satisfaction Survey(s), Wraparound Fidelity Index
3 (WFI).

4 3.3.11 Outcome Measurements, including the Participant's
5 emotional, behavioral and social status.

6 3.3.12 Multi-agency Intervention Data System (MIDS), when
7 accessible.

8 3.4 CONTRACTOR shall participate in the Wraparound OC Training
9 Committee and help conduct and track Wraparound trainings, as requested by
10 ADMINISTRATOR. Training shall include, but not be limited to:

11 3.4.1 Wraparound Four (4)-Day Core Training, which is held at
12 least twice a year to train new Parent Partners, Care Coordinators and Youth
13 Partners, as well as any other new CONTRACTOR and COUNTY staff who are
14 required to receive this training as determined by ADMINISTRATOR.

15 3.4.2 The Four (4)-Day Core Training is coordinated and provided
16 by the Training Committee, which is comprised of staff from the Wraparound OC
17 Provider Agencies, CONTRACTOR, and the COUNTY.

18 3.4.3 The Four (4)-Day Core Trainings ~~are is usually~~ will be
19 held in the offices of one of the Wraparound OC Provider Agencies or a COUNTY
20 facility, ~~as may be available~~ depending upon availability. ADMINISTRATOR
21 reserves the right to change the location of the training as may be needed.

22 3.4.4 Wraparound Overview Training is ~~a three (3) hour~~ mandatory
23 Wraparound overview. The Wraparound Overview is usually held monthly for
24 newly hired staff ~~that has~~ who have not had the opportunity to attend the
25 Wraparound Four (4)-Day Core Training. Attendees may also include staff from
26 other CFS programs and COUNTY staff as determined by ADMINISTRATOR.

27 3.4.5 Wraparound Overviews ~~are usually~~ will be held in the
28 offices of one of the Wraparound OC Provider Agencies or a COUNTY facility, as

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

3 3.4.6 CONTRACTOR shall provide a minimum of one (1) Parent
4 Partner Professional Growth support group/training meeting bimonthly.
5 CONTRACTOR shall notify the Wraparound OC Provider Agencies and ADMINISTRATOR
6 of the location and times of all Parent Partner Professional Growth support
7 group/ training meetings.

8 3.4.7 CONTRACTOR shall be required to participate in the
9 development of training materials and the provision of training as part of the
10 Training Committee.

11 3.4.8 CONTRACTOR shall participate with ADMINISTRATOR,
12 Wraparound Training Committee, and/or Wraparound OC Provider Agencies in the
13 review and evaluation of Wraparound OC training effectiveness, modification of
14 Wraparound OC training to meet population needs, and delivery of ongoing
15 Wraparound OC service training.

16 3.4.9 CONTRACTOR shall prepare quarterly and annual reports
17 summarizing Wraparound trainings conducted and related information, including
18 but not limited to: training dates, number of attendees, title and
19 presenters' names and training hours.

20 3.4.10 CONTRACTOR shall be required to participate in the
21 development of additional training materials and provision of additional
22 training for Parent Partners, Care Coordinators, Wraparound OC Provider
23 Agency(ies) staff, and COUNTY staff, as determined by ADMINISTRATOR.

24 4. INFORMATION AND REFERRAL DATABASE DEVELOPMENT AND MAINTENANCE

25 4.1 CONTRACTOR shall develop and maintain an information and referral
26 database with up-to-date information on available resources within Orange
27 County, and surrounding communities, such as community-based organizations
28 providing food assistance, housing services, children's recreational

1 activities, counseling services, automobile repair shops, etc.

2 4.2 CONTRACTOR shall periodically verify service information with
3 community-based organizations and resource providers to ascertain accuracy of
4 information.

5 4.3 CONTRACTOR shall assist Wraparound OC Provider Agencies to access
6 resource services.

7 4.4 CONTRACTOR shall collect data relevant to activities related to
8 the information and referral database.

9 5. ADDITIONAL RESPONSIBILITIES

10 5.1 CONTRACTOR'S designee shall meet regularly with WOG and WRIT to
11 discuss trends, and to discuss and resolve any Wraparound OC Program Support
12 issues.

13 5.2 CONTRACTOR shall participate with COUNTY in the planning, design,
14 and implementation of a Quality Improvement (QI) Program. CONTRACTOR shall
15 participate in quarterly QI meetings with COUNTY.

16 5.3 CONTRACTOR shall complete Family Satisfaction Surveys of
17 Wraparound OC Participants and their families following the conclusion of
18 Wraparound OC direct services and, if applicable, Provider Network Program
19 Services.

20 5.4 As directed by ADMINISTRATOR, CONTRACTOR shall assign Wraparound
21 Fidelity Index (WFI) identification numbers to Participant families, track
22 families contacted and responses of families, document interview and
23 scheduling times, collect complete data from Participants, and enter data onto
24 spreadsheets.

25 5.5 CONTRACTOR shall participate in Technical Assistance Meetings with
26 ADMINISTRATOR and Wraparound OC Provider Agencies.

27 5.6 CONTRACTOR shall recruit, hire and retain staff that can provide
28 culturally responsive and linguistically appropriate services to the diverse

1 population served by Wraparound OC.

2 5.7 CONTRACTOR shall attend regularly scheduled meetings with
3 ADMINISTRATOR, COUNTY and Wraparound OC Provider Agency staff. ~~Meetings which~~
4 include but ~~is~~ are not limited to:

5 5.7.1 Training Committee Meetings, which meet monthly for one
6 and a one-half (1½) hours to review upcoming training(s);

7 5.7.2 Wraparound OC Provider Agency Meetings, ~~are held which~~
8 typically ~~meet~~ the second Monday of each month ~~or as determined by~~
9 ADMINISTRATOR;

10 5.7.3 WRIT Meetings, ~~are held which meet every week (currently~~
11 every Wednesday) ~~or as determined by ADMINISTRATOR,~~ to review and discuss POCs
12 and case assignments; and

13 5.7.4 Technical Assistance Meetings, which meet ~~three (3) times~~
14 ~~a month for one (1) hour~~ as requested. Meeting dates, time, and duration may
15 vary depending on Wraparound OC Provider Agency(ies) needs for technical
16 assistance.

17 5.7.5 ADMINISTRATOR may, at its sole discretion, modify these
18 meetings to best meet the needs of the COUNTY.

19 5.8 As directed by ADMINISTRATOR, CONTRACTOR shall participate in
20 ADMINISTRATOR's site review process of Wraparound OC Provider Agencies.

21 5.9 CONTRACTOR shall participate as an active member of WRIT.

22 5.10 CONTRACTOR's ~~shall maintain a~~ holiday schedule ~~consistent with~~
23 ~~shall not exceeds~~ COUNTY's holiday schedule ~~which is as follows~~: New Year's
24 Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day,
25 Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
26 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR
27 shall obtain prior written approval from ADMINISTRATOR for ~~holiday(s) in~~
28 ~~excess of those listed above~~ any closure outside of COUNTY's holiday schedule.

1 Failure of CONTRACTOR to obtain such approval shall result in CONTRACTOR
 2 incurring upon itself all fiscal obligations related to non COUNTY holiday(s)
 3 and Any unauthorized closure shall be deemed in material breach of this
 4 Agreement, pursuant to Paragraph 18, for services not provided by CONTRACTOR
 5 during unapproved holiday(s) and shall not be reimbursed.

6 6. FACILITIES

7 6.1 Services under this Agreement shall be provided at:

8 Family Support Network
 9 1015 S. Placentia Avenue
 Fullerton, CA 92831

10 6.2 CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, as to
 11 the facility(ies) and location(s) where services shall be provided without
 12 changing COUNTY's Maximum Obligation as stated in Subparagraph 19.1 of this
 13 Agreement.

14 7. WRAPAROUND REPORTING REQUIREMENTS

15 In addition to the reporting requirements referenced in Paragraph 36 of
 16 this Agreement, CONTRACTOR shall establish procedures, as approved by
 17 ADMINISTRATOR, to document fiscal and service delivery data regarding
 18 Wraparound OC Support Services. CONTRACTOR shall submit to ADMINISTRATOR
 19 Wraparound OC Support Services data in formats that shall include, but not be
 20 limited to, month and year-to-date summaries, as well as fiscal and service
 21 delivery data, and the following:

22 7.1 Monthly Report-

23 CONTRACTOR shall develop and submit to ADMINISTRATOR by the
 24 ~~fifteenth (15th)~~ twentieth (20th) of each month, in a format approved by
 25 ADMINISTRATOR, reports providing, but not limited to:

26 7.1.1 The monthly costs incurred for recruiting and training
 27 Parent Partner(s); and

28 7.1.2 The following service delivery data:

1 7.1.2.1 Description of efforts made to recruit qualified
2 Parent Partner(s);

3 7.1.2.2 Number of inquiries made by parties interested
4 in enrolling in the Parent Partner training program;

5 7.1.2.3 Number of enrollments in the Parent Partner
6 training program;

7 7.1.2.4 Number completing the Parent Partner training
8 program;

9 7.1.2.5 Number of trained Parent Partner(s) referred to
10 any Wraparound OC Provider Agency;

11 7.1.2.6 Post-training satisfaction survey, Family
12 Satisfaction Survey, and WFI survey results, including “no response” data; and

13 7.1.2.7 Date when mandatory training such as, but not
14 limited to, the Wraparound Four (4)-Day Core Training, the Wraparound Overview
15 and monthly trainings were completed.

16 7.2 CONTRACTOR shall develop, in a format provided or approved by
17 ADMINISTRATOR, and submit to ADMINISTRATOR quarterly written reports on fiscal
18 and programmatic trends. Programmatic reports shall include a description of
19 CONTRACTOR’S progress in implementing the provisions of this Agreement and any
20 pertinent facts or interim findings, staff changes, and/or reasons for any
21 such changes. CONTRACTOR shall state whether it is or is not progressing
22 satisfactorily in achieving the terms of this Agreement and if not, shall
23 specify what steps will be taken to achieve satisfactory progress. In lieu of
24 the quarterly written reports, CONTRACTOR may meet in person with
25 ADMINISTRATOR’s staff to discuss fiscal and programmatic trends.

26 7.3 CONTRACTOR shall develop, in a format provided or approved by
27 ADMINISTRATOR, and submit to ADMINISTRATOR monthly written reports on resource
28 development, such as, but not limited to, the number of resources, the types

1 of resources, resource updates, the number of requests for information and
2 referral, the actual number of referrals, the dates of the requests for
3 information and referral and the response dates.

4 7.4 CONTRACTOR shall comply with ADMINISTRATOR's request for
5 additional reports regarding CONTRACTOR'S progress in providing Wraparound OC
6 Support Services. Reports shall be prepared in a format approved by
7 ADMINISTRATOR. ADMINISTRATOR will provide details as to the nature of the
8 information requested in additional reports, and will allow CONTRACTOR thirty
9 (30) calendar days to respond.

10 7.5 Goals, Strategies and Outcome Objectives

11 During the term of this Agreement, CONTRACTOR shall:

12 7.5.1 Provide supportive services in the form of Parent Partner
13 recruitment, training and support services for contracted Wraparound OC
14 Provider Agencies.

15 7.5.2 Refer qualified prospective Parent Partners to Wraparound
16 OC Provider Agencies for potential employment.

17 7.5.3 Maintain up-to-date information on the availability of
18 resources within the community, verify such information, and assist Wraparound
19 OC Provider Agencies' staff to access resource services.

20 7.5.4 Complete satisfaction surveys of Wraparound OC
21 Participants and their families, including telephone interviews utilizing the
22 WFI survey to measure the impact of Wraparound OC services on the Participant,
23 family and service providers at the time of survey.

24 7.6 Quality Assurance/Quality Control

25 Throughout the term of this Agreement, CONTRACTOR shall establish
26 and utilize a comprehensive Quality Control Plan, in a format approved by
27 ADMINISTRATOR, to monitor the level of program service and quality. The
28 Quality Control Plan will be updated and resubmitted for COUNTY approval when

changes occur. The Quality Control Plan will include, but not be limited to, the following:

7.6.1 Method of ensuring the services, deliverables, and requirements defined in this Agreement are being provided at or above the level of quality per this Agreement;

7.6.2 The method for assuring that the professional staff rendering services under this Agreement ~~has~~ have the necessary qualifications;

7.6.3 Method of identifying and preventing deficiencies in the quality of services as defined by COUNTY policy; and

7.6.4 The method for providing COUNTY with a copy of CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve identified problems.

8. BUDGET

8.1 The ~~budgets~~ budget for services provided for July 1, 2016 through June 30, 2017 pursuant to Exhibit A of this Agreement ~~are~~ is set forth as follows:

~~YEAR 1 BUDGET (July 1, 2013 through June 30, 2014)~~

~~LINE ITEMS:~~

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>				
Wraparound Liaison	.161	27.00 — 29.00	29.00	\$ 9,460
Parent Partner Trainer	.300	20.00 — 21.50	21.50	12,480
Data Collection Specialist	.850	15.00 — 18.25	18.25	30,586
Data Collection Specialist (bi-lingual)	.107	15.00 — 17.00	17.00	3,450
Resource Specialist (bi-lingual)	0.60	15.00 — 17.00	17.00	19,718
Resource Specialist (bi-lingual)	0.40	15.00 — 17.00	17.00	12,480
———— SUBTOTAL DIRECT SERVICE SALARIES				\$ 88,174
DIRECT SERVICE BENEFITS⁽³⁾ (19.59% TOTAL)				17,276

1	————— TOTAL DIRECT SALARIES AND BENEFITS				\$ 105,450
2	<u>ADMINISTRATIVE POSITIONS</u>				
3	Executive Director	.047	30.00 — 34.00	34.00	\$ 3,128
4	Parent Partner Coordinator	.050	28.00 — 32.00	32.00	3,120
5	Accountant	.119	22.00 — 26.00	26.00	<u>5,978</u>
6	————— SUBTOTAL ADMINISTRATIVE SALARIES				\$ 12,226
7	ADMINISTRATIVE SERVICE BENEFITS⁽³⁾ (24% TOTAL)				2,942
8	————— TOTAL ADMINISTRATIVE SALARIES/BENEFITS				\$ 15,168
9	————— TOTAL ALL SALARIES AND BENEFITS				\$ 120,618
10	<u>SERVICES AND SUPPLIES</u>				
11	Independent Audit				\$ 3,000
12	Accounting/Payroll Services				1,600
13	Consultants/Training				10,000
14	Office Supplies				961
15	Telephone				925
16	Mileage ⁽⁴⁾				1,600
17	Postage				280
18	Advertising				200
19	Gift Certificates				<u>1,000</u>
20	————— SUBTOTAL SERVICES AND SUPPLIES				\$ 19,566
21	<u>OPERATING EXPENSES</u>				
22	Facility Lease/Rental				\$ 6,441
23	Maintenance				1,175
24	Utilities				450
25	Insurance				<u>1,750</u>
26	————— SUBTOTAL OPERATING EXPENSES				\$ 9,816
27	————— TOTAL SERVICES AND SUPPLIES,				\$ 29,382
28	————— AND OPERATING EXPENSES				\$ 29,382
29	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES,				\$ 150,000
30	AND OPERATING EXPENSES				\$ 150,000
31	INDIRECT COSTS (10%)				15,000
32	————— TOTAL LINE ITEM BUDGET FOR YEAR 1				\$ 165,000
33	<u>YEAR 2 BUDGET (July 1, 2014 through June 30, 2015)</u>				
34	<u>SALARIES</u>	<u>FTE⁽⁴⁾</u>	<u>Hourly Range</u> <u>Min to Max</u>	<u>Maximum</u> <u>Hourly Rate⁽²⁾</u>	<u>Annual</u> <u>Budget</u>
35	<u>DIRECT SERVICE POSITIONS</u>				

1	Wraparound Liaison	.161	27.00 — 29.00	29.00	\$ 9,460
	Parent Partner Trainer	.300	20.00 — 21.50	21.50	12,480
2	Data Collection Specialist	.850	15.00 — 18.25	18.25	30,586
3	Data Collection Specialist (bi-lingual)	.107	15.00 — 17.00	17.00	3,450
4	Resource Specialist (bi-lingual)	0.60	15.00 — 17.00	17.00	19,718
5	Resource Specialist (bi-lingual)	0.40	15.00 — 17.00	17.00	12,480
6					
7	————— SUBTOTAL DIRECT SERVICE SALARIES				\$ 88,174
8	DIRECT SERVICE BENEFITS ⁽³⁾ — (19.59% TOTAL)				17,276
9	————— TOTAL DIRECT SALARIES AND BENEFITS				\$ 105,450
10	<u>ADMINISTRATIVE POSITIONS</u>				
11	Executive Director	.047	30.00 — 34.00	34.00	\$ 3,128
	Parent Partner Coordinator	.050	28.00 — 32.00	32.00	3,120
12	Accountant	.119	22.00 — 26.00	26.00	5,978
13	————— SUBTOTAL ADMINISTRATIVE SALARIES				\$ 12,226
14	ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ — (24% TOTAL)				2,942
15	————— TOTAL ADMINISTRATIVE SALARIES/BENEFITS				\$ 15,168
16	TOTAL ALL SALARIES AND BENEFITS				\$ 120,618
17	<u>SERVICES AND SUPPLIES</u>				
	Independent Audit				\$ 3,000
18	Accounting/Payroll Services				1,600
19	Consultants/Training				10,000
	Office Supplies				961
20	Telephone				925
	Mileage ⁽⁴⁾				1,600
21	Postage				280
22	Advertising				200
	Gift Certificates				1,000
23	————— SUBTOTAL SERVICES AND SUPPLIES				\$ 19,566
24					
25	<u>OPERATING EXPENSES</u>				
	Facility Lease/Rental				\$ 6,441
26	Maintenance				1,175
27	Utilities				450
	Insurance				1,750
28	————— SUBTOTAL OPERATING EXPENSES				\$ 9,816

1	TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 29,382
2	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 150,000
3	INDIRECT COSTS (10%)	15,000
4	TOTAL LINE ITEM BUDGET FOR YEAR 2	\$ 165,000

YEAR 3 Budget for the Period of July 1, 2015 2016 through June 30, 2016

2017

8	<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
9	<u>DIRECT SERVICE POSITIONS</u>				
10	Wraparound Liaison	.161	27.00 - 29.00	29.00	\$ 9,460
11	Parent Partner Trainer	.300	20.00 - 21.50	21.50	12,480
12	Data Collection Specialist	.850	15.00 - 18.25	18.25	30,586
13	Data Collection Specialist (bi-lingual)	.107	15.00 - 17.00	17.00	3,450
14	Resource Specialist (bi-lingual)	0.60	15.00 - 17.00	17.00	19,718
15	Resource Specialist (bi-lingual)	0.40	15.00 - 17.00	17.00	12,480 13,500
16	SUBTOTAL DIRECT SERVICE SALARIES				\$ 88,174 89,194
17					17,276
18	DIRECT SERVICE BENEFITS ⁽³⁾ (19.59% 19% TOTAL)				16,993 16,993
19	TOTAL DIRECT SALARIES AND BENEFITS				\$ 105,450 106,187
20	<u>ADMINISTRATIVE POSITIONS</u>				
21	Executive Director/Parent Partner Coordinator	.047 .086	30.00 - 34.00	34.00	\$ 3,128 5,724
22	Parent Partner Coordinator	.050	28.00 - 32.00	32.00	3,120
23	Accountant	.119 .111	22.00 - 26.00	26.00	5,978 5,576
24	SUBTOTAL ADMINISTRATIVE SALARIES				\$ 12,226 11,300
25					2,942
26	ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (24% 25% TOTAL)				2,835 2,835
27	TOTAL ADMINISTRATIVE SALARIES/BENEFITS				\$ 15,168 14,135
28					

1	TOTAL ALL SALARIES AND BENEFITS	\$ 120,618	<u>120,322</u>
2	<u>SERVICES AND SUPPLIES</u>		
3	Independent Audit	\$ 3,000	<u>3,400</u>
4	Accounting/Payroll Services	1,600	<u>1,200</u>
5	Consultants/Training	10,000	
6	Office Supplies	961	<u>2,109</u>
7	Telephone	925	<u>950</u>
8	Mileage ⁽⁴⁾	1,600	
9	Postage	280	<u>350</u>
10	Advertising	200	
11	Gift Certificates	1,000	<u>1,000</u>
12	SUBTOTAL SERVICES AND SUPPLIES	\$ 19,566	<u>20,809</u>
13			
14	<u>OPERATING EXPENSES</u>		
15	Facility Lease/Rental	\$ 6,441	<u>6,205</u>
16	Maintenance	1,175	<u>1,255</u>
17	Utilities	450 825	
18	Insurance	1,750 <u>1,960</u>	
19	SUBTOTAL OPERATING EXPENSES	\$ 9,816	<u>10,245</u>
20	TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 29,382	<u>31,054</u>
21	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 150,000	<u>151,376</u>
22			
23	INDIRECT COSTS (10% <u>9%</u>)	15,000	<u>13,624</u>
24	TOTAL LINE ITEM BUDGET FOR YEAR 1 MAXIMUM COUNTY OBLIGATION (7/1/16 - 6/30/17)		\$ 165,000
25	CONTRACT MAXIMUM OBLIGATION (TOTAL YEAR 1 YEAR 2, YEAR 3)		\$495,000

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of

1 this Agreement, regardless of the number of hours actually worked.

2 ⁽²⁾ Maximum hourly rate which will be permitted during the term of this
3 Agreement; employees may be paid at less than maximum rate.

4 ⁽³⁾ Medical, long-term disability, retirement, pension, employee
5 assistance, FICA, SUI, Workers' Compensation and vacation accrual.

6 ⁽⁴⁾ Mileage is limited to the amount allowed by IRS.

7 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
8 notice, to add, delete or modify line items and/or amounts and/or the number
9 and type of FTE positions without changing COUNTY's maximum obligation as
10 stated in Subparagraph 19.1 of this Agreement or reducing the level of
11 services to be provided by CONTRACTOR. Further, in accordance with
12 Subparagraph 41.3 of this Agreement, in the event ADMINISTRATOR reduces the
13 maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and
14 ADMINISTRATOR may mutually agree in writing to proportionately reduce the
15 service goals as set forth in this Exhibit.

16 9. STAFFING

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

22 9.1 Wraparound Liaison

23 Duties

24 9.1.1 Recruitment and screening of potential Parent Partners.

25 9.1.2 Attend WOG, WRIT and Care Coordinator meetings as
26 determined by ADMINISTRATOR.

27 9.1.3 Review and submit fiscal and programmatic documentation as
28 required by ADMINISTRATOR.

9.1.4 Act as CONTRACTOR'S liaison with WOG and/or WRIT to
discuss trends and to discuss and resolve any Wraparound OC Support Services

1 issues.

2 9.1.5 Attend all training sessions required by COUNTY and/or the
3 State of California Department of Social Services.

4 9.1.6 Provide orientation and training in Wraparound OC Services
5 to all new Wraparound OC Support Services Trainer(s).

6 9.1.7 Serve on community boards and forums as requested by
7 ADMINISTRATOR.

8 9.1.8 Act as back-up for Wraparound OC Support Services
9 Trainer(s) as needed.

10 Minimum Qualifications:-

11 9.1.9 Bachelor's degree in social work, psychology, nursing,
12 occupational therapy, or a related field from an accredited college or
13 university; and

14 9.1.10 One (1) year of related experience.

15 9.2 Parent Partner Trainer:-

16 Duties:-

17 9.2.1 Develop and compile training materials in conjunction with
18 the Wraparound Liaison and in accordance with Wraparound OC standards.

19 9.2.2 Conduct training sessions for Parent Partner(s) in
20 collaboration with COUNTY and/or the State of California Department of Social
21 Services.

22 9.2.3 Identify Wraparound OC applicable training topics and
23 present topics to WRIT and/or WOG.

24 9.2.4 Ensure consistency and conformity to training protocols
25 provided by WRIT and/or WOG.

26 9.2.5 Disseminate new Wraparound OC information to Parent
27 Partner(s).

28 9.2.6 Conduct monthly Parent Partner meetings.

1 9.2.7 Collaborate with community support groups to identify
2 potential Parent Partner(s).

3 9.2.8 Provide ongoing support services to Parent Partner(s)
4 assigned to Wraparound OC Provider Agencies.

5 Minimum Qualifications:-

6 9.2.9 Bachelor's degree in social work, psychology, nursing,
7 occupational therapy, or a related field from an accredited college or
8 university; and

9 9.2.10 One (1) year of experience in training.

10 9.3 Parent Partner Coordinator:-

11 Duties:-

12 9.3.1 Supervise Parent Partner Trainer and Resource Specialist
13 to ensure service delivery is meeting contract requirements.

14 9.3.2 Evaluate trainings conducted by the Parent Partner
15 Trainer.

16 9.3.3 Review all reports completed by the Resource Specialist.

17 9.3.4 Serve as back-up to Parent Partner Trainer.

18 Minimum Qualifications:-

19 9.3.5 Master's degree in social work, psychology, nursing,
20 education, or a related field from an accredited college or university; and

21 9.3.6 Two (2) years of related experience.

22 9.4 Data Collection Specialist:-

23 Duties:-

24 9.4.1 Perform satisfaction surveys for all Wraparound OC
25 families during the Transition Phase in the Wraparound Process when the
26 contracted agencies have submitted pending commencement notices and input
27 survey results into the MIDS Wraparound Computer System or other Wraparound-
28 specified computer system.

1 9.4.2 Perform the WFI survey for all consenting Wraparound OC
2 families, primarily during their fourth (4th) month in Wraparound and input
3 survey data into the WFI database.

4 9.4.3 Collaborate with ~~SSA staff~~ ADMINISTRATION to recommend
5 changes to MIDS to enhance reporting capabilities.

6 9.4.4 Collaborate with staff from CDSS, Wraparound OC Provider
7 Agencies, and local Wraparound providers to implement Wraparound projects as
8 determined by COUNTY.

9 9.4.5 Work with COUNTY to collect Wraparound OC survey
10 information and compile data.

11 Minimum Qualifications:-

12 9.4.6 Bachelor's degree in a Human Services related field from
13 an accredited college or university is preferred;

14 9.4.7 Good communication skills and computer proficiency in
15 Microsoft Word and Excel;

16 9.4.8 Bilingual English/Spanish preferred; and

17 9.4.9 Ability to complete all required forms.

18 9.5 Resource Specialist:-

19 Duties:-

20 9.5.1 Maintain an up-to-date information and referral database
21 on the availability of resources within Orange County and surrounding
22 communities, such as community-based organizations, as well as resource
23 providers.

24 9.5.2 Identify and develop resources to be added to the database
25 by utilizing telephone calls, e-mails, U.S. mail and in-person contacts within
26 the community.

27 9.5.3 Periodically verify service information with community
28 based organizations and resource providers.

1 9.5.4 Assist Wraparound OC Provider Agency(ies) to access
2 resource services.

3 9.5.5 Collect data related to information and referral database.

4 Minimum Qualifications:-

5 9.5.6 Good communication skills and computer proficiency in
6 Microsoft Word and Excel, and Internet searching;

7 9.5.7 Bilingual English/Spanish preferred;

8 9.5.8 Experience working with children with special needs
9 children; and

10 9.5.9 Knowledge of community resources.

11 9.6 Executive Director:-

12 Duties:-

13 9.6.1 Assist in the development, supervision, and coordination
14 of Wraparound OC Support Services; personnel policies and procedures; and the
15 administrative systems, budgets, policies, and procedures which implement the
16 overall agency policies for Family Support Network established by the Board of
17 Directors.

18 9.6.2 Appoint and terminate contracted staff as needed.

19 9.6.3 Serve as liaison to the community in representing
20 Wraparound OC Support Services programs and services, as needed.

21 9.6.4 Serve as liaison to CONTRACTOR'S Board of Directors in
22 representing programs and services, as needed.

23 9.6.5 Conduct regular meetings with contracted staff to share
24 information regarding Wraparound OC issues,

25 9.6.6 Provide a minimum of one (1) hour per week of individual
26 supervision to contracted staff. Individual supervision shall include
27 providing ongoing feedback and support regarding each Trainer's strengths, as
28 well as areas requiring improvement.

Minimum Qualifications:-

9.6.7 Three (3) years of administrative experience in the development and delivery of a full range of mental health services; and

9.6.8 Three (3) years of experience in program development and supervision, personnel training and supervision, and administration, including a working knowledge of sound fiscal, accounting and budgetary practices.

9.7 Accountant:-

Duties:-

9.7.1 Responsible for the day-to-day accounting functions of the program.

9.7.2 Prepare and analyze monthly financial reports.

9.7.3 Prepare monthly invoices.

9.7.4 Administer and coordinate annual program and organization-wide audit.

9.7.5 Prepare program data reports as requested.

9.7.6 Supervise Wraparound OC Support Services staff in Executive Director's absence.

Minimum Qualifications:-

9.7.7 Associate of Arts degree in business or accounting from an accredited college;

9.7.8 Five (5) years related experience working with a nonprofit or small business; and

9.7.9 Good communication skills and computer proficiency with accounting office applications.

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

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

DEFINITIONS

1. DEFINITIONS

The parties agree to the following terms and definitions:

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

1.2 AB 3632: The special education program under the rules and regulations of Chapter 26.5 of Division 7 of Title 1 of the Government Code, commencing with Section 7570. Also known as "Chapter 26.5." This bill establishes procedures governing referrals of pupils to community mental health services and the responsibilities of those entities.

1.3 Adoption Assistance Program (AAP): The Federal subsidized program that provides funds to encourage adoption of special needs children and removes the financial disincentives for families to adopt. Recognizing that adoptive parents often experience financial difficulty in meeting the special needs of children who formerly were placed in the foster care system, funds are intended to benefit children in foster care by providing the security and stability of a permanent home through adoption.

1.4 Assignment: Term to signify that a child/NMD is eligible for Wraparound Orange County (Wraparound OC) and has assigned the child/NMD and

1 the child's family to a Wraparound OC Provider Agency.

2 1.5 CalWORKS: The acronym for the California Work Opportunity and
3 Responsibility to Kids Act of 1997 as described in Section 11200 et seq., of
4 the Welfare and Institutions Code.

5 1.6 CalOptima: An integrated health care system that administers
6 health insurance programs for Orange County children, low income families, and
7 persons with disabilities.

8 1.7 Care Coordinator: Contractor staff that develops and leads the
9 Family Team, and guides the evolution of a Plan of Care that is family
10 centered and effective in safely transitioning Participant to the least
11 restrictive family setting with minimal reliance of formal support systems.

12 1.8 Caregiver: Child's natural/biological parent, foster parent, or
13 other relative who provides emotional, physical and/or financial support.

14 1.9 Case Number: A unique identifier established by the County of
15 Orange Social Services Agency (SSA) for each Participant in Wraparound OC.

16 1.10 Challenge Grants: Federal funding source providing Youth and
17 Family Resource Centers for children under the jurisdiction of the Orange
18 County Juvenile Court and supervision of Orange County's Probation Department
19 (Probation).

20 1.11 Child Out of Home Report (COR): Information reported to the
21 Wraparound liaisons when Participants are out-of-home for reasons of absent
22 without leave (AWOL) overnight or more than twenty-four (24) hours,
23 hospitalization, placement in a residential facility for educational needs,
24 protective custody for dependents, or custody violations for wards.

25 1.12 Child Welfare Services Redesign Supportive Services (CWSRSS):
26 Group of agencies contracting with SSA to provide diverse and tailored
27 services through a fee-for-service and outcome based approach for children and
28 families served by SSA. The program is also referred to as the Provider

1 Network.

2 1.13 Children and Family Services (CFS): A division of SSA.
3 Participants assigned Senior Social Workers (SSW) are CFS employees.

4 1.14 Community-Based Services: Formal and informal services
5 available to the children and families in the community where they live,
6 provided primarily by non-governmental agencies.

7 1.15 Concluded: Term to signify Participant is no longer enrolled in
8 Wraparound OC.

9 1.16 Contiguous County: A California county that shares a border
10 with Orange County, i.e., Los Angeles County, Riverside County, San Bernardino
11 County and San Diego County.

12 1.17 Cost Effective: Achieving the desired goal with minimum
13 expenditures.

14 1.18 Cost of Doing Business (CODB): Expense incurred as a routine
15 part of providing Wraparound OC, common to all providers, and not linked to an
16 individual family need.

17 1.19 Cultural Competency: A sensitivity, awareness and acceptance of
18 cultural differences, an awareness of one's own cultural values, and
19 understanding of the "dynamics of difference" in the helping process, basic
20 knowledge about youth/family's culture and the ability to adapt practice
21 skills to fit the cultural needs of the youth/family.

22 1.20 Culturally Responsive: To have a general knowledge of cultural
23 values and mores of individuals from diverse ethnic groups; the ability to
24 recognize, respect, affirm, and value the worth of individuals from different
25 ethnic groups; and the ability to interact responsively, respectfully, and
26 effectively with people from diverse cultures, classes, races, ethnic groups,
27 and religious backgrounds in a manner that recognizes, affirms, and values the
28 worth of individuals, families, and communities as well as protecting the

1 dignity of each person.

2 1.21 Dependency Drug Court (DDC): The Juvenile Court has implemented
3 DDC for SSA families. A number of these families have been offered the option
4 to participate in Wraparound to support reunification efforts and their
5 success with DDC.

6 1.22 Dependent: A child who is under the jurisdiction of the Orange
7 County Juvenile Court as a result of abuse and/or neglect and is under the
8 supervision of SSA.

9 1.23 Diagnosis: Definition of the nature of the Participant's
10 disorder per the most current edition of the Diagnostic and Statistical Manual
11 of Mental Disorders (DSM) published by the American Psychiatric Association.

12 1.24 Early and Periodic Screening, Diagnosis and Treatment Program
13 (EPSDT): Program permitting a state to cover, under Medicaid law, known in
14 the State of California as "Medi-Cal," services necessary to correct or
15 ameliorate a mental illness even if the service is not otherwise included in
16 the state's Medi-Cal Plan. EPSDT covers eligible persons age twenty-one (21)
17 years and younger.

18 1.25 Eligible Child/NMD: Child/NMD who meets any of the following
19 criteria:

20 1.25.1 Ages birth (0) to eighteen (18) years, who have been
21 adjudicated as either a dependent or ward of the juvenile court pursuant to
22 Welfare and Institutions Code (WIC) Sections 300 or 602 and at risk or placed
23 in a group home licensed by CDSS at a Rate Classification Level (RCL) of ten
24 (10) to fourteen (14), and/or

25 1.25.2 NMD pursuant to California WIC Section 11400(v): a foster
26 child who has attained the age of eighteen (18) years while in foster care and
27 is younger ~~than nineteen (19) years as of January 1, 2012; younger than twenty~~
28 ~~(20) years as of January 1, 2013; or younger than twenty-one (21) years as of~~

1 ~~January 1, 2014.~~ The NMD must meet at least one of the AB 12 participation
2 requirements and must participate in a Transitional Independent Living Plan
3 under the responsibility of County.

4 1.25.3 Have an approved or potential place to reside in the
5 community with a parent/guardian, relative caregiver, or foster parent who has
6 agreed to participate in Wraparound OC services and/or

7 1.25.4 Is in placement or is at risk of placement in a group home
8 licensed by CDSS at RCL ten (10) to fourteen (14). These group homes focus on
9 care for children/NMD youth and adolescents with significant
10 emotional/behavioral disturbance who require the most structure and/or
11 specialized treatment and/or exhibit one or more of the following behaviors,
12 but not limited to:

13 1.25.4.1 Frequent running away, gang involvement,
14 tagging, property destruction, self-harming, possession of deadly weapons,
15 adjudicated sex offenders, possession of alcohol and drugs for use or sales,
16 juvenile perpetrator, substance abuse disorder, fire starter, sexualized
17 behavior, sexual exploitation, multiple placements, minor criminal behavior,
18 opposition/defiant behavior, aggression, assaultive toward others, educational
19 deficiencies, habitual school truancy and/or other school related behavior
20 problems, post-traumatic stress, behaviors beyond control of parent(s) or
21 primary caregiver(s), recognized mild developmental disorder, significant
22 mental health disorders, one or more hospitalizations in a mental health
23 facility, child/NMD youth has previously received other intensified services.
24 In addition, child/NMD youth may have been raised in families with multi-
25 generational criminal justice involvement, social services involvement, and
26 mental health disorders.

27 1.26 Emergency Fund: Funds reserved to deal with any unanticipated
28 emergencies experienced by individual families.

1 1.27 Emergency Team Meeting: An emergency meeting, modeled after Team
2 Decision Making (TDM) Meetings, held to address Participant's safety issues
3 and placement concerns. ETMs must occur within twenty-four (24) hours of
4 event or change of circumstances.

5 1.28 Enrollment Date: Date a child is enrolled in a Senate Bill (SB)
6 163 slot.

7 1.29 Family(ies): Participant's parent and siblings and other relatives
8 related to the Participant by blood, marriage or non-related extended family
9 connection. Families are the adults committed to a Participant and able to
10 meet the Participant's needs. In most cases, the family will be a
11 Participant's birth family or kin. In some cases, it may be a step-parent or
12 blended family that has a significant healthy attachment. In other cases, it
13 will be an adoptive family or a foster family with the potential to become a
14 permanent family for the Participant. And, in rare circumstances, a family
15 must be developed. In most cases, the Participant will be able to identify the
16 family that has a commitment to him/her or has the potential to develop a
17 commitment. Family members may include extended family or others who are seen
18 by the Participant as significant and supportive.

19 1.30 Family Centered: The needs of children addressed in the context
20 of their families. Parent(s) or primary caregiver(s) will participate in all
21 aspects of the development and implementation of the plan of support and
22 services to the degree they are able and to the extent permitted by any
23 outstanding orders of the court.

24 1.31 Family Representative: Anyone that has a meaningful connection
25 with the Participant and who is seen by the Participant as significant and
26 supportive such as a family member, relative, neighbor, or football coach.

27 1.32 Family Review Process: The method of ensuring a system of care
28 support, quality assurance and continuous system improvement that provides

1 periodic reviews and monitoring of individual Plans of Care and outcomes to
2 provide systemic support at both the Participant and Participant's Family and
3 system practice levels. This method includes consultation between the
4 Wraparound OC Provider Agency and the Wraparound Review and Intake Team, or
5 its designee.

6 1.33 Family Setting: Any family setting where there is a relative or
7 caregiver interested in strength based services and willing to work toward
8 permanency. This could include parents, relative placements, guardianships,
9 and foster homes.

10 1.34 Family Team: A group that forms to meet the needs of an eligible
11 child through whatever means possible. In order to ensure family voice and
12 ownership in the Plan of Care, every effort shall be made to ensure family
13 members and family representative(s) constitute a minimum of fifty percent
14 (50%) of the Family Team. This team includes the Participant and:

15 1.34.1 Participant's parent(s) and/or selected family members,
16 family representative, foster parent, or guardian;

17 1.34.2 The appropriate representative of the primary
18 jurisdictional agency [SSW, Deputy Probation Officer (DPO), Mental Health Case
19 Manager (MH Case Manager), etc.];

20 1.34.3 Relevant counseling or mental health representatives; and

21 1.34.4 Any other person(s) influential in the Participant's
22 and/or Participant's Family's lives who may be instrumental in developing
23 effective services and/or whomever the Participant's Family wants to
24 participate.

25 1.35 Family Team Member: Participant, Participant's Family, Care
26 Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional
27 or non-traditional support system, significant other, professional, or natural
28 support designated by the Participant and/or Participant's Family. Family Team

1 members are the critical decision-makers; attend Family Team meetings; have
2 regular contact with the Participant and Participant's Family, and are able to
3 access needed resources.

4 1.36 Flex Funds: Term used to identify the flexible use of State and
5 County foster care funds and AAP funds to pay for the Service Slots that
6 provide individualized, intensive Wraparound services.

7 1.37 Formal Supports: System based services and supports provided by
8 professionals (or other individuals who are paid compensated to provide
9 services and who are care about the child/youth) under a structure of
10 requirements for which there is oversight by state or federal agencies,
11 national professional associations or the general public arena.

12 1.38 Health Care Agency (HCA): The County of Orange Agency authorized
13 by the State of California Medi-Cal Program to submit billing(s) and receive
14 payment for Medi-Cal reimbursable activities.

15 1.39 Hours of Service: The number of hours of service a Care
16 Coordinator, Parent Partner and/or Youth Partner spends in contact with the
17 Participant and Participant's Family Team providing Wraparound OC.

18 1.40 Individual Service Report (ISR): Case specific report generated
19 monthly by Wraparound OC Provider Agency that identifies Youth Partner, Parent
20 Partner, Care Coordinator and Wraparound costs outside the Cost of Doing
21 Business.

22 1.41 Individualized Services: Services tailored to the specific, unique
23 needs of the Participant and/or Participant's Family; a flexible, creative
24 approach to treatment planning based on an assessment of needs, resources and
25 family strengths, including the use of formal and informal supports and
26 services.

27 1.42 Informal Supports: Community-based services and supports provided
28 by individuals or organizations that already exist or can be available in the

1 family's own community, kinship, social or spiritual networks. Interventions
 2 and activities that utilize friends, extended family members, clergy or other
 3 faith-based mentors, neighbors, local business persons, and so forth.

4 1.43 Intake Referral: A request for services by a child's assigned
 5 SSW, DPO, or MH Case Manager.

6 1.44 Life Domain: Areas of basic human needs including: Family
 7 Relationships; Living Environment; Educational; Vocational/Work;
 8 Social/Recreational; Financial; Cultural; Emotional/Psychological;
 9 Medical/Health; Spiritual; Safety; and Legal. At its sole discretion,
 10 ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or
 11 modify life areas.

12 1.45 ~~Multidimensional Treatment Foster Care (MTFC)~~ Treatment Foster
 13 Care Oregon - Orange County (TFCO-OC): ~~A community-based~~ An evidence-based
 14 treatment model that is an alternative to group home care for youth who are
 15 Wraparound-eligible and who have an identified family to ~~reunify~~ live with
 16 following their ~~stay~~ participation in treatment foster care. ~~MTFC~~ TFCO-OC uses
 17 ~~the~~ treatment foster homes in the community and clinical teams to help
 18 stabilize ~~the~~ each participating youth's behavior, while at the same time
 19 preparing the ~~child's~~ youth's after-care family to receive the ~~child~~ youth
 20 ~~back into their home~~ within six (6) to twelve (12) months.

21 1.46 ~~MTFC~~ TFCO-OC Youth Partner: Contractor staff that provides
 22 consistent, reinforcing support to Participants, primarily those in the ~~MTFC~~
 23 TFCO-OC program, thereby allowing Participants to learn and practice pro-
 24 social behavior, problem solving, and coping skills.

25 1.47 Multi-Agency Intervention Data System (MIDS): Database system
 26 which is being developed to track data and create reports through the
 27 collaborative efforts of SSA, HCA, and Probation and contracted Wraparound
 28 Providers. This system will replace the paper system currently utilized to

1 collect data and generate reports for Wraparound OC.

2 1.48 Non-Minor Dependent (NMD): Pursuant to California Welfare and
3 Institutions Code (WIC) Section 11400(v), a foster child who has attained the
4 age of eighteen (18) years while in foster care and is younger than ~~nineteen~~
5 ~~(19) years as of January 1, 2012; younger than twenty (20) years as of January~~
6 ~~1, 2013; or younger than twenty-one (21) years as of January 1, 2014.~~ The NMD
7 must meet at least one of the AB 12 participation requirements and must
8 participate in a Transitional Independent Living Plan under the responsibility
9 of County.

10 1.49 Out-of-County: Any California county other than Orange County.
11 May also be extended to include out of state as deemed necessary.

12 1.50 Parent Partner: Contractor staff that provides support to the
13 Family Team, and the parent in particular. The Parent Partner will have
14 personal experience with the services for an emotionally/behaviorally
15 disturbed person through County's Welfare Services, Probation, or Mental
16 Health System, based on their relationship to a consumer.

17 1.51 Participant: A child who meets the criteria for an Eligible
18 Child/NMD as defined in Subparagraph 1.25 of this Exhibit B and has been
19 accepted into a Pre-Enrollment, Enrollment, or Post-Enrollment capacity.

20 1.52 Plan Of Care (POC): Written plan, including by reference any
21 Juvenile Court order(s), developed and signed by the Family Team which
22 includes the following elements:

23 1.52.1 A statement of an overall goal or vision for the
24 Participant and Participant's Family.

25 1.52.2 The strengths of the Participant and Participant's Family.

26 1.52.3 Needs, as defined by specific life areas, that must be met
27 to achieve the goal of the Participant and Participant's Family.

28 1.52.4 Proactive and reactive Safety Plans.

1 1.52.5 The type, frequency, and duration of intervention
2 strategies and activities.

3 1.52.6 Financial responsibility for the components of the POC.

4 1.52.7 Desired outcomes of Wraparound OC.

5 1.53 Pre-Enrollment Date: Date the Participant is assigned to a
6 Wraparound OC Provider Agency to begin Wraparound OC, but prior to enrollment
7 date.

8 1.54 Provider Network Program: A network to provide specific services
9 to children and families served by SSA and in partnership with HCA and
10 Probation for children and families served through Wraparound OC. Network
11 Providers deliver diverse and tailored services through a fee-for-service and
12 outcome-based approach. The Provider Network Program is also known as Child
13 Welfare Services Redesign Supportive Services (CWSRSS).

14 1.55 Post-Enrollment Date: Date the Participant is removed from an
15 Enrolled SB 163 Slot. Participant and Participant's Family may continue to be
16 involved in Wraparound OC with the Wraparound OC Provider Agency for the
17 duration of the POC in effect, up to three (3) months, then the Participant
18 will conclude from Wraparound OC. The length of the Post-Enrollment period is
19 set in the Participant's POC.

20 1.56 Quality Assurance (QA): Methods, including the use of
21 interdisciplinary teams, established by Administrator to review process,
22 performance, and outcome measures, and identify opportunities for improvement.

23 1.57 Rate Classification Level (RCL): The level established by CDSS for
24 a residential treatment or group home. The RCL process uses a point system to
25 measure the level or intensity of care and supervision provided. Points are
26 based on the number of hours per child per month of services provided in Child
27 Care and Supervision, Social Work Activities, and Mental Health Treatment
28 Services.

1 1.58 Senate Bill (SB) 163: Wraparound Services Project allows
2 counties the flexible use of State foster care dollars to provide eligible
3 children with family-based service alternatives to group home care using
4 Wraparound as the service process for creating individualized services and
5 supports for children and their families. Wraparound serves children who are
6 currently residing, or at risk of being placed, in a group home licensed at a
7 rate classification level of ten (10) to fourteen (14).

8 1.59 Safety Plan: Plan developed in conjunction with POC that provides
9 the Participant and Participant's Family with actions, contacts, responses,
10 and responsibilities to crises a child or family can reasonably predict while
11 in Wraparound OC. Plans for Participants with histories of violence, sexual
12 acting out, or delinquency, and plans involving Participant's Family members
13 with histories of substance abuse and other problems shall address those
14 specific behavioral issues and triggers to ensure that these behaviors are
15 mitigated and/or controlled. In addition to the Participant's Family, all
16 Family Team members and service providers, as appropriate, must be informed of
17 these plans so they can be knowledgeable of the crisis management strategy,
18 and how to contact Contractor.

19 1.60 Satisfaction Surveys: Surveys to measure Participant's,
20 Participant's Family's, and the referring Agency's overall satisfaction with
21 Wraparound OC, and its specific aspects in order to identify problems and
22 opportunities for improvement.

23 1.61 Self-Sufficiency: Term to signify the Participant's Family is able
24 to secure the services and supports to meet its needs in the future without
25 the continued assistance of Wraparound OC.

26 1.62 Slot: An alpha-numeric identifier assigned to each
27 Participant that identifies referring agency and funding status.

28 1.63 Special Incident: Term to signify a significant event in

1 Participant's life. Events may include, but are not limited to, Participant's
2 or Participant's Family member's serious injury or death, occurrence of open
3 case maltreatment, hospitalization, delinquent acts, violence, property
4 damage, and/or runaway episodes.

5 1.64 Success: Several measures to determine the overall impact of
6 Wraparound OC involvement with the Participant and the Participant's Family,
7 at closure. Measures will include, but not be limited to, increased school
8 attendance and academics, residing in a family setting, decreased problematic
9 behaviors, increased family coping skills, and Family Team's perception of met
10 needs.

11 1.65 Technical Assistance Meeting: A structured meeting held when the
12 Wraparound OC Provider Agency or referring party feels they have reached a
13 challenge in the Wraparound process with a particular family. The Wraparound
14 OC Provider Agency or referring party can request assistance from the
15 Wraparound Review and Intake Team (WRIT) to provide support and assistance in
16 moving the team forward. WRIT facilitates the meeting attended by the
17 referring party and their supervisor, the Wraparound OC Provider Agency's Care
18 Coordinator and Parent Partner, and members of WRIT.

19 1.66 Ward(s): Any person who is under the age of eighteen (18) years
20 when he or she violates any law of the State of California defined as a crime,
21 is within the jurisdiction of the juvenile court, which may adjudge such
22 person to be a ward of the court and place the person under supervision by the
23 Probation Department pursuant to Section 602 of the Welfare and Institutions
24 Code.

25 1.67 Wraparound OC Provider Agency: Organization under contract with
26 SSA to implement Wraparound OC to a specific number of Participants and other
27 eligible children.

28 1.68 Wraparound Fidelity Index (WFI): A survey process that measures

1 eleven (11) elements of the Wraparound process for Wraparound OC
2 Participant(s). Participant's primary caregiver, Parent Partner, and Care
3 Coordinator. The survey instrument is completed through brief, confidential
4 telephone interviews with families who agree to participate in the project.

5 1.69 Wraparound Orange County (Wraparound OC): A collaboration
6 administered by SSA in partnership with HCA and Probation. Through this
7 collaboration, a highly individualized approach is developed for a child in,
8 or at risk of, group home placement. The goal is to maximize the capacity of
9 a family to meet the child's needs, and prevent or reduce residential
10 placement.

11 1.70 Wraparound OC Plan: Plan approved by County of Orange Board of
12 Supervisors and the CDSS detailing County's plan to use Wraparound funding to
13 provide eligible children with family based service alternatives to group home
14 care, with Wraparound OC as the service delivery method.

15 1.71 Wraparound Oversight Group (WOG): Group that includes Executive
16 Director or Deputy Director level representatives from SSA/CFS, HCA/Behavioral
17 Health Services, and Probation. This group receives reports from Administrator
18 regarding program, fiscal, contract, evaluation, and training; ensures
19 collaboration between agencies; and develops policy recommendations in keeping
20 with Wraparound OC Plan as approved by the County of Orange Board of
21 Supervisors. WOG directs the reinvestment of any cost savings that may accrue
22 as a result of Wraparound OC implementation.

23 1.72 Wraparound Review and Intake Team (WRIT): Group that includes
24 parent representatives as well as representatives from SSA, HCA/Behavioral
25 Health Services, Probation, Wraparound OC Support Services provider, and
26 Orange County Department of Education. This team reviews eligibility for
27 Wraparound OC, establishes the rate per CDSS directives, and provides
28 consultation to Wraparound OC Provider Agencies in the Family Review Process.

1 1.73 Youth Partner: Contractor staff that provides consistent,
2 reinforcing support to Participants thereby allowing Participants to learn and
3 practice pro-social behavior, problem solving, and coping skills.

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