

AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

~~PROVIDER NAME~~

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

~~THIS~~This AGREEMENT, entered into this ~~1st~~first day of July, ~~2013~~ 2018, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ~~PROVIDER NAME~~, \_\_\_\_\_, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency (SSA) Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

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

WHEREAS COUNTY desires to contract with CONTRACTOR for the provision of Wraparound Orange County Provider Network Programs described herein; and

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



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3.	STAFFING .....	7

1. TERM

The term of this Agreement shall commence on July 1, ~~2013~~2018, and terminate on June 30, ~~2018~~2021, unless earlier terminated pursuant to the provisions of Paragraph ~~40~~40 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

1 1 employment.

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

5 5 ~~///~~

6 6 4. DESCRIPTION OF SERVICES; AND STAFFING

7 7 4.1 CONTRACTOR agrees to provide those services, facilities,  
8 8 equipment, and supplies, as described in the Exhibit(s) ~~[Exhibit Alpha] A~~  
9 9 through C to the Agreement between County of Orange and ~~Provider Name, for the~~  
10 10 ~~Provision of Wraparound Orange County Provider Network Program~~  
11 11 ~~Services, \_\_\_\_\_,~~ attached hereto and incorporated herein by  
12 12 reference: Exhibit A (Wraparound Orange County (Wrap OC) Provider Network  
13 13 Program (PNP) Services) which include general requirements for all Service  
14 14 Components; Exhibit "A" relating to After School Programs; Exhibit "B"  
15 15 relating to Crisis One to One Intervention Services; Exhibit "C" relating to  
16 16 In-Home Safety Aide Services; Exhibit "D" relating to (Wrap OC PNP Sexual  
17 17 Behavior Treatment (SBT) Services); and Exhibit "E" relating to C (Wrap OC PNP  
18 18 Tutoring Services--).

19 19 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR  
20 20 may require changes in staffing allocations to reflect current workload  
21 21 demands or service needs as long as COUNTY's maximum obligation, as set forth  
22 22 in this Agreement, is not exceeded.

23 23 4.24.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send  
24 24 appropriate staff to attend an orientation session and subsequent training  
25 25 sessions given by COUNTY.

26 26 5. LICENSES AND STANDARDS

27 27 5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
28 28 required by the laws of the United States, State of California, (hereinafter



referred to as "State"). County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.

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

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

## 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

### 6.1 Delegation and Assignment

In the performance of this Agreement, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The

1 + transfer of assets in excess of ten ~~(10)~~ percent (10%) of the total assets of  
 2 2 CONTRACTOR, or any change in the corporate structure, the governing body, or  
 3 3 the management of CONTRACTOR, which occurs as a result of such transfer, shall  
 4 4 be deemed an assignment of benefits under the terms of this Agreement  
 5 5 requiring COUNTY approval.

6 6 6.2 Subcontracts÷

7 7 CONTRACTOR shall not subcontract for services under this Agreement  
 8 8 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
 9 9 in writing to a subcontract, in no event shall the subcontract alter, in any  
 10 10 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
 11 11 be in writing and copies of same shall be provided to ADMINISTRATOR.  
 12 12 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
 13 13 require.

14 14 ~~1.1.1 CONTRACTOR and its subcontractor(s) shall establish and~~  
 15 15 ~~maintain accurate and complete financial records related to services provided~~  
 16 16 ~~under the terms of this Agreement. Such records may be subject to the~~  
 17 17 ~~satisfaction of ADMINISTRATOR, and to the examination and audit by~~  
 18 18 ~~ADMINISTRATOR or designee, for a period of five (5) years, or until any~~  
 19 19 ~~pending audit is completed.~~

20 20 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

21 21 7.1 Form of Business Organization÷

22 22 Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and  
 23 23 submit, within thirty (30) days thereafter, an affidavit executed by persons  
 24 24 satisfactory to ADMINISTRATOR, containing, but not limited to, the following  
 25 25 information:

26 26 7.1.1 The form of ~~CONTRACTOR'S~~ CONTRACTOR'S business  
 27 27 organization, i.e., proprietorship, partnership, corporation, etc.

28 28 7.1.2 A detailed statement indicating the relationship of

1 + CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
2 2 individual.

3 3 7.1.3 A detailed statement indicating the relationship of  
4 4 CONTRACTOR to any subsidiary business organization or to any individual who  
5 5 may be providing services, supplies, material, or equipment to CONTRACTOR or  
6 6 in any manner does business with CONTRACTOR under this Agreement.

7 7 7.2 Change in Form of Business Organization

8 8 If, during the term of this Agreement, the form of  
9 9 ~~CONTRACTOR's~~ CONTRACTOR's business organization changes, or the ownership of  
10 10 CONTRACTOR changes, or ~~CONTRACTOR's~~ CONTRACTOR's relationship to other  
11 11 businesses dealing with CONTRACTOR under this Agreement changes, CONTRACTOR  
12 12 shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A  
13 13 change in the form of business organization may, at ~~COUNTY's~~ COUNTY's sole  
14 14 discretion, be treated as an attempted assignment of rights or delegation of  
15 15 duties of this Agreement.

16 16 8. NON-DISCRIMINATION

17 17 8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
18 18 shall not engage nor employ any unlawful discriminatory practices in the  
19 19 admission of clients, provision of services or benefits, assignment of  
20 20 accommodations, treatment, evaluation, employment of personnel, or in any  
21 21 other respect, on the basis of ~~sex,~~ race, religious creed, color, ~~ethnicity,~~  
22 22 national origin, ancestry, ~~religion, age, marital status,~~ physical disability,  
23 23 mental disability, medical condition, genetic information, marital status,  
24 24 sex, gender, gender identity, gender expression, age, sexual orientation,  
25 25 ~~sexual preference, physical or mental disability,~~ military and veteran status,  
26 26 or any other protected group, in accordance with the requirements of all  
27 27 applicable ~~Federal~~ federal or State laws.

28 28 ~~1.2 CONTRACTOR shall develop an Affirmative Action Program Plan which~~

~~meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

8.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain ~~CONTRACTOR'S~~CONTRACTOR'S compliance with Paragraph ~~108~~ et seq.

### 8.3 Non-Discrimination in Employment

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

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

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

California Department of Social Services

Public Inquiry and Response Bureau

P.O. Box 944243, M.S. 8-~~34~~-23

Sacramento, CA ~~94244-2430~~95814

Telephone: (800) 952-5253

\_\_\_\_\_ (800) 952-8349 (For the hard of hearing)

#### 8.4 Non-Discrimination in Service Delivery

8.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular ~~Section 7~~ CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) ~~(1)~~, (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; ~~Title 24, CCR Section 3105A(e);~~ the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable ~~Federal~~ federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the ~~California Department of Social Services (CDSS)~~ CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this ~~paragraph~~ Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate ~~Federal~~ federal agency for further compliance action and enforcement of Subparagraph ~~10-6~~ 8.4 et seq.

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



~~Contract~~ Contracts and Procurement  
Services

~~888500 N. Main Street~~ State College Blvd, Suite  
#100

~~Santa Ana~~ Orange, CA ~~92701~~ 92868

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

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

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 communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ~~ADMINISTRATOR and CONTRACTOR~~ The parties each may ~~mutually agree~~ designate by written notice from time to time, in ~~writing to the manner aforesaid,~~ any change in the ~~addresses~~ address to which notices ~~are~~ must be 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 State, COUNTY, and their elected and appointed officials, officers, employees,

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

## 12. INSURANCE

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

12.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall ~~obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~ CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from



1 ~~1~~ CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to  
 2 ~~2~~ provide notice of the insurance requirements to every subcontractor and to  
 3 ~~3~~ receive proof of insurance prior to allowing any subcontractor to begin work.  
 4 ~~4~~ Such proof of insurance must be maintained by CONTRACTOR through the entirety  
 5 ~~5~~ of this Agreement for inspection by COUNTY representative(s) at any reasonable  
 6 ~~6~~ time.

7 ~~7~~ 12.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be  
 8 ~~8~~ clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles~~  
 9 ~~9~~ ~~apply, indicate this on the Certificate of Insurance with a "0" by the~~  
 10 ~~10~~ ~~appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~  
 11 ~~11~~ in an amount in excess of ~~\$25~~ fifty thousand dollars (\$50,000 ~~(\$5,000 for~~  
 12 ~~12~~ ~~automobile liability).~~ shall specifically be approved by the ~~County Executive~~  
 13 ~~13~~ ~~Office (CEO)/Office of COUNTY's Risk Management~~ Manager, or designee, upon  
 14 ~~14~~ review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR  
 15 ~~15~~ is approved, CONTRACTOR, in addition to, and without limitation of, any other  
 16 ~~16~~ indemnity provision(s) in the Agreement, agrees to all of the following:

17 ~~17~~ 12.3.1 In addition to the duty to indemnify and hold COUNTY  
 18 ~~18~~ harmless against any and all liability, claim, demand or suit resulting from  
 19 ~~19~~ CONTRACTOR's, its agent's, employee's or subcontractor's performance of this  
 20 ~~20~~ Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with  
 21 ~~21~~ counsel approved by Board of Supervisors against same; and

22 ~~22~~ 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be  
 23 ~~23~~ absolute and irrespective of any duty to indemnify or hold harmless; and

24 ~~24~~ ~~12.2.1~~ 12.3.3 The provisions of California Civil Code Section  
 25 ~~25~~ 2860 shall apply to any and all actions to which the duty to defend stated  
 26 ~~26~~ above applies, and CONTRACTOR'S SIR provisions shall be interpreted as though  
 27 ~~27~~ CONTRACTOR was an insurer and COUNTY was the insured.

28 ~~28~~ ~~12.3~~ 12.4 If CONTRACTOR fails to maintain insurance acceptable to

COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

~~12.4~~ 12.5 Qualified Insurer

~~12.4.1~~ 12.5.1 ~~Minimum insurance company ratings~~ The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

~~12.5~~ 12.6 ~~The policy or policies of~~ If the insurance ~~required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is a non-admitted carrier in the State of California and does not meet or exceed~~ have an A.M. Best ~~rating~~ Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ~~ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, ADMINISTRATOR can accept the~~ insurance rating.

~~12.6~~ 12.7 The policy or policies of insurance maintained by CONTRACTOR shall 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	<u>\$1,000,000 per occurrence</u>
Passenger Vehicles up to four (4) passengers, not including the driver	<del>\$1,000,000 per occurrence</del>
Passenger Vehicles up to seven (7)	

1	+	passengers, not including the driver	\$1,000,000 per occurrence
2	2	Passenger Vehicles for eight (8) or more	
3	3	passengers, not including the driver	\$2,000,000 per occurrence
4	4		\$5,000,000 per occurrence
5	5	<del>Workers'</del> <u>Workers'</u> Compensation	Statutory
6	6	<del>Employer's</del> <u>Employer's</u> Liability Insurance	\$1,000,000 per occurrence
7	7	<u>Network Security &amp; Privacy Liability</u>	<u>\$1,000,000 per claims made</u>
8	8	Professional Liability Insurance	<del>\$1,000,000 per occurrence</del> <u>\$1,000,000 aggregate</u>
9	9		
10	10	Sexual Misconduct Liability	\$1,000,000 per occurrence

~~12.7~~12.8 Required Coverage Forms

~~12.7.1~~12.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01~~,~~ or a substitute form providing liability coverage at least as broad.

~~12.7.2~~12.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20~~,~~ or a substitute form providing coverage at least as broad.

~~12.8~~12.9 Required Endorsements

~~12.8.1~~12.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

~~12.8.1.1~~12.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, ~~agents~~as Additional Insureds, ~~or provide blanket coverage~~, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~12.8.1.2~~12.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that

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

3 3 12.9.2 ~~All insurance policies required by this Agreement~~The  
4 4 Network Security and Privacy Liability policy shall ~~waive all rights~~contain  
5 5 the following endorsements which shall accompany the Certificate of  
6 6 ~~subrogation against~~Insurance.

7 7 12.9.2.1 An Additional Insured endorsement naming the  
8 8 County of Orange ~~and members of the Board of Supervisors,~~ its elected and  
9 9 appointed officials, officers, agents and employees ~~when acting within the~~  
10 10 ~~scope of their appointment~~as Additional Insureds for its vicarious liability.

11 11 ~~12.8.1.3~~12.9.2.2 A primary and non-contributing endorsement  
12 12 evidencing that the CONTRACTOR's insurance is primary and any insurance or  
13 13 ~~employment~~self-insurance maintained by the County of Orange shall be excess  
14 14 and non-contributing.

15 15 ~~12.9~~12.10 The Workers' Compensation policy shall contain a waiver of  
16 16 subrogation endorsement waiving all rights of subrogation against the County  
17 17 of Orange, ~~and members of the Board of Supervisors,~~ its elected and appointed  
18 18 officials, officers, agents and employees. ~~—~~ or provide blanket coverage,  
19 19 which will state AS REQUIRED BY WRITTEN CONTRACT.

20 20 12.11 All insurance policies required by this Agreement shall ~~give~~waive  
21 21 all rights of subrogation against the County of Orange, its elected and  
22 22 appointed officials, officers, agents and employees when acting within the  
23 23 scope of their appointment or employment.

24 24 ~~12.10~~12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30)  
25 25 ~~days' notice in the event~~days of any policy cancellation and ten (10) days for  
26 26 non-payment of premium. ~~This shall be evidenced by policy provisions or an~~  
27 27 ~~endorsement separate from~~ and provide a copy of the ~~Certificate of~~  
28 28 ~~Insurance~~cancellation notice to COUNTY. Failure to provide written notice of

1 ~~1~~ 2 ~~2~~ 3 ~~3~~ 4 ~~4~~ 5 ~~5~~ 6 ~~6~~ 7 ~~7~~ 8 ~~8~~ 9 ~~9~~ 10 ~~10~~ 11 ~~11~~ 12 ~~12~~ 13 ~~13~~ 14 ~~14~~ 15 ~~15~~ 16 ~~16~~ 17 ~~17~~ 18 ~~18~~ 19 ~~19~~ 20 ~~20~~ 21 ~~21~~ 22 ~~22~~ 23 ~~23~~ 24 ~~24~~ 25 ~~25~~ 26 ~~26~~ 27 ~~27~~ 28 ~~28~~

cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.

~~12.11~~12.13 If ~~CONTRACTOR's~~CONTRACTOR's Professional Liability, and/or Network Security & Privacy Liability policy ~~is~~are a ~~"claims made"~~ policy, CONTRACTOR shall agree to maintain ~~professional liability~~Professional Liability, and/or Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

~~12.12~~12.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

~~12.13~~12.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph ~~11~~9 of this Agreement.

~~12.14~~12.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

~~12.15~~12.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~12.16~~12.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~12.17~~12.19 The procuring of such required policy or policies of

1 + insurance shall not be construed to limit CONTRACTOR's liability hereunder nor  
 2 2 to fulfill the indemnification provisions and requirements of this Agreement,  
 3 3 nor act in any way to reduce the policy coverage and limits available from the  
 4 4 insurer.

5 5 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

6 6 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24)  
 7 7 hours of occurrence, the following:

8 8 13.1 Any accident or incident relating to services performed under this  
 9 9 Agreement ~~which~~that involves injury or property damage which may result in the  
 10 10 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report~~  
 11 11 ~~shall be made in writing within twenty-four (24) hours of occurrence.~~

12 12 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
 13 13 from or ~~related~~relating to services performed by CONTRACTOR under this  
 14 14 Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24)~~  
 15 15 ~~hours of occurrence.~~

16 16 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
 17 17 property. ~~Such report shall be submitted to COUNTY within twenty-four (24)~~  
 18 18 ~~hours of occurrence.~~

19 19 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
 20 20 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
 21 21 under the term of this Agreement. ~~Such report shall be submitted to COUNTY~~  
 22 22 ~~within twenty four (24) hours of occurrence.~~

23 23 14. CONFLICT OF INTEREST

24 24 ~~1.3~~ The CONTRACTOR shall exercise reasonable care and diligence to  
 25 25 prevent any actions or conditions that could result in a conflict with the  
 26 26 best interests of COUNTY. This obligation shall apply to CONTRACTOR,  
 27 27 CONTRACTOR's employees, agents, ~~relatives,~~and subcontractors, ~~and third~~  
 28 28 ~~parties~~ associated with accomplishing ~~the~~ work and services hereunder.

The CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees ~~or,~~ agents, and subcontractors from ~~making, receiving,~~ providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence ~~individuals to act contrary to~~ COUNTY staff or elected officers from acting in the best interests of COUNTY.

15. ANTI-PROSELYTISM PROVISION

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

16. SUPPLANTING GOVERNMENT FUNDS

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

17. EQUIPMENT

17.1 All items purchased with funds provided under this Agreement, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Agreement. Upon the

1 ~~1~~ 2 ~~2~~ 3 ~~3~~ 4 ~~4~~ 5 ~~5~~ 6 ~~6~~ 7 ~~7~~ 8 ~~8~~ 9 ~~9~~ 10 ~~10~~ 11 ~~11~~ 12 ~~12~~ 13 ~~13~~ 14 ~~14~~ 15 ~~15~~ 16 ~~16~~ 17 ~~17~~ 18 ~~18~~ 19 ~~19~~ 20 ~~20~~ 21 ~~21~~ 22 ~~22~~ 23 ~~23~~ 24 ~~24~~ 25 ~~25~~ 26 ~~26~~ 27 ~~27~~ 28 ~~28~~

termination of this Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

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

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

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

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

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



17.3 Personal Computer Equipment

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

~~17.~~18. BREACH SANCTIONS

~~17.1~~18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, ~~in its sole discretion~~, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

~~17.1.1~~18.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established ~~at the sole discretion of~~ by ADMINISTRATOR; and/or

~~17.1.2~~18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

~~17.1.3~~18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph ~~19.2~~18.1.2 above.

~~17.2~~18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this ~~paragraph~~Paragraph, which notice shall be deemed served on the date of mailing.

~~18.~~19. PAYMENTS

~~18.1~~ 19.1 Allowable ~~Cost~~ Costs and Usage:-

~~COUNTY does not guarantee CONTRACTOR any specified minimum number of referrals or minimum sum of money during the term of this Agreement. CONTRACTOR agrees to provide services requested as needed by COUNTY, at the compensation structure agreed upon in this Agreement, regardless of the quantity of referrals made by COUNTY.~~

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, in accordance with the compensation structure outlined in Paragraph ~~[verify Paragraph #]~~ 3 of ~~[Exhibit Alpha] pursuant to B, and Paragraph 2 of Exhibit C, of~~ this Agreement for ~~those authorized services to the service population referred~~ each referral subject to any exclusions or limitations specified in each Exhibit. No guarantee is given by COUNTY. ~~COUNTY, in its sole discretion, may pay to~~ CONTRACTOR ~~for anticipated allowable costs that will be incurred by~~ regarding usage of this Agreement. CONTRACTOR ~~for June 2014, June 2015, June 2016, June 2017 and June 2018 during~~ agrees to supply the services at the month of such anticipated expenditure. unit price referenced above, regardless of the number of referrals from COUNTY.

~~18.2~~ 19.2 Claims:-

~~18.2.1~~ 19.2.1 CONTRACTOR shall submit monthly ~~reimbursement~~ claims to be received by ADMINISTRATOR no later than the ~~twentieth~~ (20<sup>th</sup> fifteenth (15<sup>th</sup>)) calendar day of the month for expenses incurred in the preceding month. In the event the ~~twentieth~~ (20<sup>th</sup> fifteenth (15<sup>th</sup>)) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

~~1.3.1~~ All ~~reimbursement~~ claims must be submitted on a form approved by ADMINISTRATOR, ~~and be accompanied by two copies of ADMINISTRATOR's service request and a properly completed Receipt for Services form.~~

~~18.2.2~~ 19.2.2 . ADMINISTRATOR may require CONTRACTOR to submit ~~additional~~ supporting source documents with the monthly claim ~~as,~~ including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ~~the County's~~ ADMINISTRATOR and/or COUNTY's Auditor-Controller ~~and/or ADMINISTRATOR.~~ CONTRACTOR shall retain all financial records in accordance with Paragraph ~~25 (Records, Inspections, and Audits)~~ 1 of this Agreement.

~~18.2.3~~ 19.2.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

~~18.2.4~~ 19.2.4 Year End and Final Claims:

19.2.4.1 During each COUNTY ~~may, in its sole discretion,~~ fiscal year, July 1 through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1<sup>st</sup> through June 15<sup>th</sup> and June 16<sup>th</sup> through June 30<sup>th</sup>) for the month of June ~~to accommodate COUNTY's fiscal year end close process for payment of services completed within the same fiscal year. COUNTY may~~ which shall require CONTRACTOR ~~to~~ submit separate invoice claims for ~~services completed June 1, 2014 through June 15, 2014 by 5:00 p.m. June 20, 2014; for services completed June 1, 2015 through June 15, 2015 by 5:00 p.m. June 18, 2015; for services completed June 1, 2016 through June 15, 2016 by 5:00 p.m. June 19, 2016; for services completed June 1, 2017 through June 15, 2017 by 5:00 p.m. June 19, 2017; and for services completed June 1, 2018 through June 15, 2018 by 5:00 p.m. June~~

~~19, 2018.~~ each billing period. In the event COUNTY determines a need for two (2) billing periods ~~for the month of June~~ during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15<sup>th</sup> of May ~~for each covered year stated in Subparagraphs 20.4.2 through 20.4.6 of each corresponding fiscal year, which will inform~~ CONTRACTOR of applicable invoice claim deadlines.

~~1.3.2~~ CONTRACTOR shall submit ~~claims for services completed between June 16 and June 30 for each year covered under the terms of this Agreement in accordance with Subparagraphs 20.4.2 through 20.4.6 of this Agreement.~~

~~1.3.3~~ Final claims for the term of July 1, 2013 a final claim for each COUNTY fiscal year, July 1 through June 30, ~~2014, must be received covered under the term of this Agreement, as stated in Paragraph 1, by~~ no later than August ~~30, 2014 at 5:00 p.m.~~

~~1.3.4~~ Final claims for the term of July 1, 2014 through June 30, 2015, must be received no later than August 30, 2015 at 5:00 p.m.

~~1.3.5~~ Final claims for the term of July 1, 2015 through June 30, 2016, must be received no later than August 30, 2016 at 5:00 p.m.

~~1.3.6~~ Final claims for the term of July 1, 2016 through June 30, 2017, must be received no later than August 30, 2017 at 5:00 p.m.

~~1.3.7~~ Final claims for the term of July 1, 2017 through June 30, 2018, must be received no later than August 30, 2018 at 5:00 p.m.

~~18.2.4.1~~ 19.2.4.2 30<sup>th</sup> of each corresponding COUNTY fiscal year. Claims received after ~~the dates specified in Subparagraphs 20.4.2 to 20.4.6 may~~ August 30<sup>th</sup> of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may, ~~in its sole discretion,~~ modify the date upon which the final claim per ~~term~~ each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

~~18.2.4.2~~19.2.4.3 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122~~CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

#### ~~19-20~~20. OVERPAYMENTS

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

#### ~~20-21~~21. OUTSTANDING DEBT

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

21-22.FINAL REPORT

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

~~2. TAX LIABILITY~~

~~CONTRACTOR shall report and pay all applicable local, state, and federal income taxes or similar levies as a result of monies paid CONTRACTOR under this Agreement. CONTRACTOR shall indemnify, defend, and hold COUNTY harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY any such monies, or penalties or interest imposed, resulting from and failure of CONTRACTOR to comply with the provisions of this Paragraph.~~

22-23.RECORDS, INSPECTIONS, AND AUDITS~~22.1~~23.1 Financial Records

~~22.1.1~~23.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later.

~~22.1.2~~23.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

~~22.2~~23.2 Client Records

~~22.2.1~~23.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

~~22.2.2~~23.2.2 ~~All client records related to services~~CONTRACTOR shall keep all COUNTY data provided ~~under to~~ CONTRACTOR during the ~~term~~term(s) of this Agreement ~~shall be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data to COUNTY in accordance with Subparagraph ~~40.2~~40.2.

~~22.2.3~~23.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

~~22.3~~23.3 Public Records

To the ~~exception of client records or other records referenced in Paragraph 32, entitled Confidentiality~~extent permissible under the law, all records, including, but is not limited to, ~~reports, audits, notices, claims, statements, and correspondence, required by this Agreement,~~ may be subject to public disclosure. ~~County will not be liable for any such disclosure.~~ COUNTY will not be liable for any such disclosure.

~~22.4~~23.4 Inspections and Audits

~~22.4.1~~23.4.1 The U.S. Department of Health and Human

Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, ~~COUNTY's~~COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

~~22.4.2~~23.4.2 CONTRACTOR shall make ~~available~~ its books and ~~financial~~ records available within the borders of Orange County within ten (10) days ~~after~~of receipt of written demand by ADMINISTRATOR.

~~22.4.3~~23.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or ~~COUNTY's~~COUNTY's designee, necessary to obtain ~~CONTRACTOR's~~CONTRACTOR's books and ~~financial~~ records.

~~22.4.4~~23.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

### 23.5 Evaluation Studies

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

~~23-24.~~PERSONNEL DISCLOSURE



~~23.1~~24.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

~~23.1.1~~24.1.1 Names and dates of birth of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;

~~23.1.2~~24.1.2 A brief description of the functions of each position and the hours each person works each week~~÷~~, or for part-time personnel, each day or month, as appropriate;

~~23.1.3~~24.1.3 The professional degree, if applicable, and experience required for each position; and

~~23.1.4~~24.1.4 The language skill, if applicable, for all personnel.

~~23.2~~24.2 ~~CONTRACTOR's employment applications shall~~ Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require ~~applicants~~ prospective employees to provide detailed information regarding the conviction of a crime by any court~~,~~ for offenses other than minor traffic offenses. Information ~~not disclosed in the employment application~~ discovered subsequent to the hiring or promotion of any ~~applicant~~ prospective employee shall be cause for termination ~~of that employee~~ from the performance of services under this Agreement.

24.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to ~~the~~ COUNTY, ~~criminal record background checks~~ a clearance on the following public websites of the names and dates of birth for all employees and/or volunteers who will ~~provide services under this Agreement~~ have direct, interactive contact with clients served through this Agreement: U.S.

1 ~~1~~ Department of Justice National Sex Offender Website (www.nsopw.gov) and  
2 ~~2~~ Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

3 ~~3~~ 23.3~~24.4~~ Where authorized by law, CONTRACTOR shall conduct, at no  
4 ~~4~~ cost to COUNTY, a criminal record background check on all employees (direct  
5 ~~5~~ service and administrative) funded through this Agreement and also all non-  
6 ~~6~~ funded staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
7 ~~7~~ interactive contact with clients served through this Agreement. Background  
8 ~~8~~ checks conducted through the California Department of Justice shall include a  
9 ~~9~~ check of the California Central Child Abuse Index, when applicable.  
10 ~~10~~ Candidates will satisfy background checks consistent with ~~and comparable to~~  
11 ~~11~~ ~~those required for COUNTY employees.~~ this Paragraph and their performance of  
12 ~~12~~ services under this Agreement.

13 ~~13~~ 24.5 CONTRACTOR shall ensure that clearances and background checks  
14 ~~14~~ described in Subparagraphs 24.3 and 24.4 are completed prior to CONTRACTOR's  
15 ~~15~~ personnel providing services under this Agreement.

16 ~~16~~ 24.6 In the event a record is revealed through the processes described  
17 ~~17~~ in Subparagraphs 24.3 and 24.4, COUNTY will be available to consult with  
18 ~~18~~ CONTRACTOR on appropriateness of personnel providing services through this  
19 ~~19~~ Agreement.

20 ~~20~~ 23.4~~24.7~~ CONTRACTOR warrants that all persons employed or otherwise  
21 ~~21~~ assigned by CONTRACTOR to provide services under this Agreement have  
22 ~~22~~ satisfactory past work records and/or reference checks indicating their  
23 ~~23~~ ability to perform the required duties and accept the kind of responsibility  
24 ~~24~~ anticipated under this Agreement. CONTRACTOR shall maintain records of  
25 ~~25~~ background investigations and reference checks undertaken and coordinated by  
26 ~~26~~ CONTRACTOR for each employee and/or volunteer assigned to provide services  
27 ~~27~~ under this Agreement, for a minimum of five (5) years from the date of final  
28 ~~28~~ payment under this Agreement, or until all pending COUNTY, State, and

~~Federal~~federal audits are completed, whichever is later, in compliance with all applicable laws.

~~23.5~~24.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any paid employee and/or volunteer staff performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR, ~~in its sole discretion~~, may determine whether such employee and/or volunteer may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~19~~18 above.

~~23.6~~24.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's staff performing work hereunder, and any proposed changes in CONTRACTOR's staff, ~~in its sole discretion~~.

~~23.7~~24.10 COUNTY shall have the right, ~~at its sole discretion~~, to require CONTRACTOR to remove any employee from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel.

~~23.8~~24.11 CONTRACTOR shall notify COUNTY immediately when staff is terminated for cause from working on this Agreement.

~~23.9~~24.12 Disqualification, if any, of CONTRACTOR staff, pursuant to Paragraph ~~26~~24, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

#### ~~24.25~~24.25. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all ~~Federal~~federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this

1 + Agreement meet the citizenship or alien status requirement set forth in  
 2 2 ~~Federal~~federal statutes and regulations. ~~CONTRACTOR~~ shall obtain, from all  
 3 3 employees performing work hereunder, all verification and other documentation  
 4 4 of employment eligibility status required by ~~Federal~~federal or State statutes  
 5 5 and regulations including, but not limited to, the Immigration Reform and  
 6 6 Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist  
 7 7 and as they may be hereafter amended. ~~CONTRACTOR~~ shall retain all such  
 8 8 documentation for all covered employees for the period prescribed by the law.  
 9 9 ~~CONTRACTOR~~ shall indemnify, defend with counsel approved in writing by COUNTY,  
 10 10 and hold harmless, COUNTY, and its agents, officers, and employees from  
 11 11 employer sanctions and any other liability which may be assessed against  
 12 12 ~~CONTRACTOR~~ or COUNTY or both in connection with any alleged violation of any  
 13 13 ~~Federal~~federal or State statutes or regulations pertaining to the eligibility  
 14 14 for employment of any persons performing work under this Agreement.

15 15 ~~25-26~~. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

16 16 ~~26.1~~ In order to comply ~~CONTRACTOR~~ certifies it is in full compliance  
 17 17 with ~~child support enforcement~~ all applicable federal and State reporting  
 18 18 requirements ~~of~~ regarding its employees and with all lawfully served Wage and  
 19 19 Earnings Assignment Orders and Notices of Assignments and will continue to be  
 20 20 in compliance throughout the term of the Agreement with the County of Orange.  
 21 21 Failure to comply shall constitute a material breach of the Agreement and  
 22 22 failure to cure such breach within sixty (60) calendar days of notice from the  
 23 23 COUNTY shall constitute grounds for termination of the Agreement.

24 24 ~~25-1~~ 26.2 In the case of an individual contractor or contractor doing  
 25 25 business in a form other than an individual, ~~CONTRACTOR~~ agrees to furnish ~~to~~  
 26 26 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

27 27 ~~25.1-1~~ 26.2.1 ~~in the case of an individual contractor,~~  
 28 28 ~~his~~ His/her name, date of birth, Social Security ~~number~~ Number, and residence

1 + address: or

2 2 ~~25.1.2~~26.2.2 ~~in~~In the case of a contractor doing business in  
 3 3 a form other than as an individual, the name, date of birth, Social Security  
 4 4 ~~number~~Number, and residence address of each individual who owns an interest of  
 5 5 ten ~~(10)~~ percent (10%) or more in the contracting entity~~;~~.

6 6 ~~(a) a certification that CONTRACTOR has fully complied with all~~  
 7 7 ~~applicable Federal and State reporting requirements regarding its~~  
 8 8 ~~employees; and~~

9 9 ~~(b) a certification that CONTRACTOR has fully complied with all~~  
 10 10 ~~lawfully served Wage and Earnings Assignment Orders and Notices of~~  
 11 11 ~~Assignment, and will continue to so comply.~~

12 12 ~~The failure of CONTRACTOR to timely submit the data or certifications~~  
 13 13 ~~required by subsections (a), (b), (c), or (d), or to comply with all Federal~~  
 14 14 ~~and State employee reporting requirements for child support enforcement or to~~  
 15 15 ~~comply with all lawfully served Wage and Earnings Assignment Orders and~~  
 16 16 ~~Notices of Assignment shall constitute a material breach of this Agreement,~~  
 17 17 ~~and failure to cure such breach within sixty (60) calendar days of notice from~~  
 18 18 ~~COUNTY shall constitute grounds for termination of this Agreement.~~

19 19 ~~25.2~~26.3 It is expressly understood that this data will be  
 20 20 transmitted to governmental agencies charged with the establishment and  
 21 21 enforcement of child support orders, and for no other purpose.

22 22 ~~26.2~~27. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

23 23 ~~26.1~~27.1 Effective January 1, 2001, COUNTY is required to file  
 24 24 Federal Form 1099-Misc for services received from a "service provider" to whom  
 25 25 COUNTY pays \$600 or more or with whom COUNTY enters into a contract for \$600  
 26 26 or more within a single calendar year. The purpose of this reporting  
 27 27 requirement is to increase child support collection by helping to locate  
 28 28 parents who are delinquent in their child support obligations.

~~26.2~~27.2 The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph ~~B-(b)(2)~~ as, “An individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as, “An individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

~~26.3~~27.3 The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

~~26.4~~27.4 Additional information on this reporting requirement can be found at the California Employment Development Department web site located at ~~[www.edd.ca.gov/Payroll\\_Taxes/FAQ\\_California\\_Independent\\_Contractor\\_Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_California_Independent_Contractor_Reporting.htm)~~.  
[www.edd.ca.gov/Payroll\\_Taxes/FAQ\\_California\\_Independent\\_Contractor\\_Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_California_Independent_Contractor_Reporting.htm). To comply with the reporting requirements, COUNTY procedures for contracting with independent contractors mandate that the following information be completed and forwarded to ADMINISTRATOR immediately upon request:

~~26.4.1~~27.4.1 First name, middle initial, and last name;

~~26.4.2~~27.4.2 Social Security Number;

~~26.4.3~~27.4.3 Address;

~~26.4.4~~27.4.4 Start and expiration dates of contract; and

~~26.4.5~~27.4.5 Amount of contract.

~~26.5~~27.5 The failure of CONTRACTOR to timely submit the requested

1 + data shall constitute a material breach and grounds for termination of this  
2 2 Agreement.

3 3 ~~27-28~~. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

4 4 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to  
5 5 ensure that all employees, ~~volunteers, consultants, or agents~~ agents,  
6 6 subcontractors, and all other individuals performing services under this  
7 7 Agreement report child abuse or neglect to one of the agencies specified in  
8 8 Penal Code Section 11165.9 and dependent adult or elder abuse as defined in  
9 9 Section 15610.07 of the WIC to one of the agencies specified in WIC Section  
10 10 15630. ~~CONTRACTOR shall require such employee, volunteer, consultant or~~  
11 11 ~~agent~~ employees, agents, subcontractors, and all other individuals performing  
12 12 services under this Agreement to sign a statement acknowledging the child  
13 13 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the  
14 14 Penal Code and the dependent adult and elder abuse reporting requirements, as  
15 15 set forth in Section 15630 of the WIC, and ~~will~~ shall comply with the  
16 16 provisions of these code sections, as they now exist or as they may hereafter  
17 17 be amended.

18 18 ~~28-29~~. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

19 19 CONTRACTOR shall notify and provide to its employees, a fact sheet  
20 20 regarding the Safely Surrendered Baby Law, its implementation in Orange  
21 21 County, and where and how to safely surrender a baby. The fact sheet is  
22 22 available on the Internet at ~~www.babysafe.ca.gov~~ www.babysafe.ca.gov for  
23 23 printing purposes. The information shall be posted in all reception areas  
24 24 where clients are served.

25 25 ~~29-30~~. CONFIDENTIALITY

26 26 ~~29-130.1~~ CONTRACTOR agrees to maintain the confidentiality of its  
27 27 records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division  
28 28 19-000, and all other provisions of law, and regulations promulgated

1 + thereunder relating to privacy and confidentiality, as each may now exist or  
2 2 be hereafter amended.

3 3 ~~29.230.2~~ 29.30.2 All records and information concerning any and all persons  
4 4 referred to CONTRACTOR by COUNTY or ~~COUNTY's~~ COUNTY's designee shall be  
5 5 considered and kept confidential by CONTRACTOR, ~~CONTRACTOR's staff, agents,~~  
6 6 ~~employees~~ and ~~volunteers.~~ CONTRACTOR's employees, agents, subcontractors, and  
7 7 all other individuals performing services under this Agreement. CONTRACTOR  
8 8 shall require all of its employees, agents, subcontractors, and ~~volunteer~~  
9 9 ~~staff who may provide~~ all other individuals performing services ~~for CONTRACTOR~~  
10 10 under this Agreement to sign an agreement with CONTRACTOR before commencing  
11 11 the provision of any such services, ~~to maintain the confidentiality of any and~~  
12 12 ~~all materials and information with which they may come into contact, or the~~  
13 13 ~~identities or any identifying characteristics or information with respect to~~  
14 14 ~~any and all participants referred to CONTRACTOR by COUNTY, except as may be~~  
15 15 ~~required to provide services under this Agreement or to those specified in~~  
16 16 ~~this Agreement as having the capacity to audit CONTRACTOR, and as to the~~  
17 17 ~~latter, only during such audit. CONTRACTOR shall comply with any audits~~  
18 18 ~~specified in Paragraph 25, provide reports and any other information required~~  
19 19 ~~by COUNTY in the administration of this Agreement, and as otherwise permitted~~  
20 20 ~~by law~~ agreeing to maintain confidentiality pursuant to State and federal law  
21 21 and the terms of this Agreement.

22 22 ~~29.330.3~~ 29.30.3 CONTRACTOR shall inform all of its employees, agents,  
23 23 subcontractors, ~~volunteers and partners~~ and all other individuals performing  
24 24 services under this Agreement of this provision and that any person ~~knowingly~~  
25 25 ~~and intentionally~~ violating the provisions of said ~~State~~ California state law  
26 26 may be guilty of a crime.

27 27 ~~29.430.4~~ 29.30.4 CONTRACTOR agrees that any and all subcontracts entered into  
28 28 shall be subject to the confidentiality requirements of this Agreement.



~~29.5~~30.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

~~29.5.1~~30.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

~~29.5.2~~30.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

## 31. SECURITY

### 31.1 Security Requirements

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

31.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner

1 ~~1~~ that prevents unauthorized access.

2 ~~2~~ 31.1.1.2 Control of access to physical and electronic  
3 ~~3~~ records to ensure COUNTY data is accessed only by individuals with a need to  
4 ~~4~~ know for the delivery of contract services.

5 ~~5~~ 31.1.1.3 Control to prevent unauthorized access and to  
6 ~~6~~ prevent CONTRACTOR employees from providing COUNTY data to unauthorized  
7 ~~7~~ individuals.

8 ~~8~~ 31.1.1.4 Firewall protection.

9 ~~9~~ 31.1.1.5 Use of encryption methods of electronic  
10 ~~10~~ COUNTY data while in transit from CONTRACTOR networks to external networks,  
11 ~~11~~ when applicable.

12 ~~12~~ 31.1.1.6 Measures to securely store all COUNTY data,  
13 ~~13~~ including, but is not be limited to, encryption at rest and multiple levels of  
14 ~~14~~ authentication and measures to ensure COUNTY data shall not be altered or  
15 ~~15~~ corrupted without COUNTY's prior written consent. CONTRACTOR further  
16 ~~16~~ represents and warrants that it has implemented and will maintain during the  
17 ~~17~~ term of this Agreement administrative, technical, and physical safeguards and  
18 ~~18~~ controls consistent with State and federal security requirements.

## 19 ~~19~~ 31.2 Security Breach Notification

20 ~~20~~ 31.2.1 CONTRACTOR shall have policies and procedures in place  
21 ~~21~~ for the effective management of Security Breaches, as defined below. In the  
22 ~~22~~ event of any actual, attempted, suspected, threatened, or reasonably  
23 ~~23~~ foreseeable circumstance CONTRACTOR experiences or learns of that either  
24 ~~24~~ compromises or could reasonably be expected to comprise COUNTY data through  
25 ~~25~~ unauthorized use, disclosure, or acquisition of COUNTY data ("Security  
26 ~~26~~ Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After  
27 ~~27~~ such notification, CONTRACTOR shall, at its own expense, immediately:

28 ~~28~~ 31.2.1.1 Investigate to determine the nature and

1 ~~1~~ extent of the Security Breach.

2 ~~2~~ 31.2.1.2 Contain the incident by taking necessary  
3 ~~3~~ action, including, but is not limited to, attempting to recover records,  
4 ~~4~~ revoking access, and/or correcting weaknesses in security.

5 ~~5~~ 31.2.1.3 Report to COUNTY the nature of the Security  
6 ~~6~~ Breach, the COUNTY data used or disclosed, the person who made the  
7 ~~7~~ unauthorized use or received the unauthorized disclosure, what CONTRACTOR has  
8 ~~8~~ done or will do to mitigate any harmful effect of the unauthorized use or  
9 ~~9~~ disclosure, and the corrective action CONTRACTOR has taken or will take to  
10 ~~10~~ prevent future similar unauthorized use or disclosure.

11 ~~11~~ 31.2.2 The COUNTY, at its sole discretion and on a case-by-case  
12 ~~12~~ basis, will determine what actions are necessary in response to the Security  
13 ~~13~~ Breach and who will perform these actions. Actions may include, but are not  
14 ~~14~~ limited to: notifications; investigation and remediation costs, including  
15 ~~15~~ notification of all whose personal information was disclosed; outside  
16 ~~16~~ investigation; forensics; counsel; crisis management; and credit monitoring.  
17 ~~17~~ In the event COUNTY determines CONTRACTOR will conduct additional action(s),  
18 ~~18~~ CONTRACTOR shall bear the costs. In the event COUNTY conducts additional  
19 ~~19~~ actions(s) arising out of or in connection with a Security Breach, CONTRACTOR  
20 ~~20~~ shall reimburse COUNTY for costs associated to legally required actions.

21 ~~21~~ ~~30-32~~.COPYRIGHT ACCESS

22 ~~22~~ The U.S. Department of Health and Human Services, the CDSS, and COUNTY  
23 ~~23~~ will have a royalty-free, nonexclusive, and irrevocable license to publish,  
24 ~~24~~ translate, or use, now and hereafter, all material developed under this  
25 ~~25~~ Agreement, including those covered by copyright.

26 ~~26~~ ~~31-33~~.WAIVER

27 ~~27~~ No delay or omission by either party hereto to exercise any right or  
28 ~~28~~ power accruing upon any noncompliance or default by the other party with

1 + respect to any of the terms of this Agreement shall impair any such right or  
 2 2 power or be construed to be a waiver thereof. A waiver by either of the  
 3 3 parties hereto of any of the covenants, conditions, or agreements to be  
 4 4 performed by the other shall not be construed to be a waiver of any succeeding  
 5 5 breach thereof, or of any other covenant, condition, or agreement herein  
 6 6 contained.

7 7 ~~32-34~~ PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

8 8 34.1 ~~Information~~COUNTY owns all rights to the name, logos, and  
 9 9 ~~solicitations, prepared~~symbols of COUNTY. The use and ~~released by~~ /or  
 10 10 reproduction of COUNTY's name, logos, or symbols for any purpose, including  
 11 11 commercial advertisement, promotional purposes, announcements, displays, or  
 12 12 press releases, without COUNTY's prior written consent is expressly  
 13 13 prohibited.

14 14 34.2 CONTRACTOR, ~~concerning the services provided under~~ may develop  
 15 15 and publish information related to this Agreement ~~shall state~~ where all of the  
 16 16 following conditions are satisfied:

17 17 34.2.1 ADMINISTRATOR provides its written approval of the  
 18 18 content and publication of the information at least thirty (30) days prior to  
 19 19 CONTRACTOR publishing the information, unless a different timeframe for  
 20 20 approval is agreed upon by the ADMINISTRATOR;

21 21 ~~32.1.1~~ 34.2.2 Unless directed otherwise by ADMINISTRATOR, the  
 22 22 information includes a statement that the program, wholly or in part, is  
 23 23 funded through ~~COUNTY~~County, State, and Federal ~~government~~Government funds.;

24 24 ~~2.1~~ CONTRACTOR shall not disclose any details in connection with this  
 25 25 Agreement to any person or entity except as may be otherwise provided  
 26 26 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
 27 27 identify its services and related clients to sustain itself, COUNTY shall not  
 28 28 inhibit CONTRACTOR from publishing its role under this Agreement within the

~~following conditions:~~

~~2.1.1 CONTRACTOR shall develop all publicity material in a professional manner; and~~

~~2.1.2 During the term of this Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.~~

~~3. COUNTY RESPONSIBILITIES~~

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

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

34.2.3.1 Any commercial product or service; and.

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

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

~~33.~~35. REPORTS

~~33.~~35.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

~~33.235.2~~ 33.235.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of ~~CONTRACTOR's~~ CONTRACTOR's services, costs, or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this ~~paragraph~~ Paragraph upon written notice to CONTRACTOR.

#### ~~34.36~~ 36. ENERGY EFFICIENCY STANDARDS

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

#### 37. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect

1 ~~1~~ to those provisions set down by the OMB and published in the Federal Register  
2 ~~2~~ dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these  
3 ~~3~~ laws and regulations, it is mutually understood that any contract which  
4 ~~4~~ utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR  
5 ~~5~~ must certify compliance utilizing a form provided by ADMINISTRATOR that cites  
6 ~~6~~ the following:

7 ~~7~~ 38.1.1 The definitions and prohibitions contained in the clause  
8 ~~8~~ at Federal Acquisition Regulation 52.203-12, Limitation on Payments to  
9 ~~9~~ Influence Certain Federal Transactions, included in this solicitation, are  
10 ~~10~~ hereby incorporated by reference in Subparagraph B of this certification.

11 ~~11~~ 38.1.2 The offeror, by signing its offer, hereby certifies to  
12 ~~12~~ the best of his or her knowledge and belief as of December 23, 1989, that

13 ~~13~~ 38.1.2.1 No federal appropriated funds have been paid  
14 ~~14~~ or will be paid to any person for influencing or attempting to influence an  
15 ~~15~~ officer or employee of any agency, a Member of Congress, an officer or  
16 ~~16~~ employee of Congress, or an employee of a Member of Congress on his or her  
17 ~~17~~ behalf in connection with the awarding of any federal contract, the making of  
18 ~~18~~ any federal grant, the making of any federal loan, the entering into of any  
19 ~~19~~ cooperative agreement, and the extension, continuation, renewal, amendment, or  
20 ~~20~~ modification of any federal contract, grant, loan or cooperative agreement;

21 ~~21~~ 38.1.2.2 If any funds other than federal appropriated  
22 ~~22~~ funds (including profit or fee received under a covered federal transaction)  
23 ~~23~~ have been paid, or will be paid, to any person for influencing or attempting  
24 ~~24~~ to influence an officer or employee of any agency, a Member of Congress, an  
25 ~~25~~ officer or employee of Congress, or an employee of a Member of Congress on his  
26 ~~26~~ or her behalf in connection with this solicitation, the offeror shall complete  
27 ~~27~~ and submit with its offer, OMB standard form LLL, Disclosure of Lobbying  
28 ~~28~~ Activities, to the Contracting Officer; and

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

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

#### ~~35-39~~. POLITICAL ACTIVITY

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

#### ~~36-40~~. TERMINATION PROVISIONS

~~36-140.1~~ ADMINISTRATOR may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be ~~defined as limited, to~~ any breach of contract, any partial misrepresentation ~~or whether negligent or willful~~, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further ~~obligation~~ obligations under this Agreement.

~~36-240.2~~ Upon termination, or notice thereof, For ninety (90) calendar



1 + days prior to the expiration date of this Agreement, or upon notice of  
 2 2 termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
 3 3 cooperate with ADMINISTRATOR in the orderly transfer of service  
 4 4 responsibilities, ~~active case records, and pertinent documents~~ case records,  
 5 5 and pertinent documents. The Transition Period may be modified as agreed upon  
 6 6 in writing by the parties. During the Transition Period, service and data  
 7 7 access shall continue to be made available to COUNTY without alteration.  
 8 8 CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all  
 9 9 data in the format determined by COUNTY.

10 10 40.3 In the event of termination of this Agreement, cessation of  
 11 11 business by CONTRACTOR, or any other event preventing CONTRACTOR from  
 12 12 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data  
 13 13 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if  
 14 14 requested to do so on such media as reasonably requested by COUNTY, even if  
 15 15 COUNTY is then or is alleged to be in breach of this Agreement.

16 16 ~~36.3~~ 40.4 The obligations of COUNTY under this Agreement are  
 17 17 contingent upon the availability of ~~Federal~~ federal and/or State funds, as  
 18 18 applicable, for the reimbursement of ~~CONTRACTOR's~~ CONTRACTOR's expenditures,  
 19 19 and inclusion of sufficient funds for the services hereunder in the budget  
 20 20 approved by the Orange County Board of Supervisors each fiscal year this  
 21 21 Agreement remains in effect or operation. In the event that such funding is  
 22 22 terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement,  
 23 23 reduce ~~COUNTY's~~ COUNTY's maximum obligation, or modify this Agreement, without  
 24 24 penalty. The decision of ADMINISTRATOR will be binding on CONTRACTOR.  
 25 25 ADMINISTRATOR will provide CONTRACTOR with written notification of such  
 26 26 determination. CONTRACTOR shall immediately comply with  
 27 27 ~~ADMINISTRATOR's~~ ADMINISTRATOR's decision.

28 28 ~~36.4~~ 40.5 If any term, covenant, condition, or provision of this

Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall ~~not~~ remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

~~37-~~41. GOVERNING LAW AND VENUE

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

~~38-~~42. SIGNATURE IN COUNTERPARTS

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

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

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

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

\_\_\_\_\_  
NAME COUNTY OF ORANGE  
CHAIRMAN  
\_\_\_\_\_  
TITLE CHAIR OF THE  
BOARD  
NAME OF AGENCY OF SUPERVISORS  
AGENCY NAME COUNTY OF ORANGE, CALIFORNIA

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

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

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

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

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

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

~~ORANGE COUNTY CHILDREN'S THERAPEUTIC ARTS CENTER~~

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY  
~~WRAPAROUND ORANGE COUNTY~~ PROVIDER NETWORK PROGRAM SERVICES

~~AFTER-SCHOOL PROGRAMS~~

~~1. DEFINITIONS~~

~~In addition to the definitions identified in Paragraph 5 of this Agreement, the parties agree to the following terms and definitions:~~

~~1.1 School: Institution for teaching and learning including, but not limited to, public or private facilities. These may be Regional Opportunity Program (ROP) or Non-Public Schools (NPS).~~

~~1.2 After School Hours: Hours in which the referred Participant(s) are not in school, but in need of structured supervision provided by the After-School Program. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval of facility in which services are to be provided prior to the delivery of services.~~

GENERAL REQUIREMENTS FOR ALL SERVICE COMPONENTS

1. WRAPAROUND ORANGE COUNTY GENERAL INFORMATION

1.1 CONTRACTOR shall provide family-centered services that facilitate the development and implementation of coordinated, highly-individualized interventions and activities designed to meet the needs of children, youth,

1 and Non-Minor Dependent (NMD) youth (collectively referred to as  
2 “Participants”) who have been placed, or are at risk of being placed, in  
3 residential treatment that provides an intensive level of structure and care.  
4 CONTRACTOR’s interventions shall consider safety concerns, build upon the  
5 strengths of the Participants and Participant’s family, and offer services  
6 tailored to address each family’s unique and changing needs. CONTRACTOR  
7 understands and shall provide services that meet the needs of participants who  
8 may exhibit behaviors and/or emotional challenges, and are dependents,  
9 probation wards, and/or receiving mental health services through Health Care  
10 Agency’s (HCA) Children and Youth Behavioral Health Services (BHS).  
11 CONTRACTOR’s primary goals shall be to enable Participants to live safely in  
12 family or family-like settings and to achieve positive outcomes for the  
13 Participants and Participant’s family as an alternative to placement in  
14 residential treatment care. Wrap OC utilizes traditional methods, such as  
15 counseling, parenting classes, in-home services, and/or non-traditional  
16 methods, such as recreational activities and/or mentoring services.  
17 CONTRACTOR shall promote increased competency and decreased reliance on formal  
18 supports for the Participant and Participant’s family.

19 1.2 CONTRACTOR shall deliver diverse and tailored services through an  
20 outcome-based approach which seeks to maximize the abilities of the  
21 Participant and Participant’s family to meet their particular needs, and  
22 prevent or reduce residential treatment placement of youth. CONTRACTOR’s  
23 services shall support the services provided by contracted Wrap OC Direct  
24 Service Providers. CONTRACTOR’s services shall be available to all  
25 Participants and their families served through Wrap OC, and may, at the sole  
26 discretion of ADMINISTRATOR, be extended to other Social Services Agency (SSA)  
27 programs. CONTRACTOR shall consider the family’s voice in determining which  
28 services best meet the family’s needs. CONTRACTORS shall work directly with

1 Wrap OC Direct Service Providers in providing Wrap OC PNP services to Wrap OC  
2 Participants.

3 1.3 ADMINISTRATOR utilizes a model developed by the Center for the  
4 Study of Social Policy called "Strengthening Families" to frame outcomes and  
5 evaluation data. This model, which has been identified as preventing child  
6 abuse and neglect, identifies the following five (5) Protective Factors.  
7 Services provided by Wrap OC PNP CONTRACTOR shall align with one (1) or more  
8 of the following protective factors:

9 1.3.1 Provide Concrete Support in Times of Need;

10 1.3.2 Increase Parental Resilience;

11 1.3.3 Increase Knowledge of Parenting and Child Development;

12 1.3.4 Support the Social and Emotional Competence of Children;

13 and

14 1.3.5 Build Parents' Social Connections.

15 1.4 Research studies support the common-sense notion that when these  
16 Protective Factors are well established in a family, the likelihood of child  
17 abuse and neglect diminishes. Research shows that these protective factors  
18 are also "promotive" factors that build family strengths and a family  
19 environment, which promotes optimal child and youth development. Wrap OC is  
20 designed to build these Protective Factors, thereby strengthening Orange  
21 County families and their children/youth.

22 ~~39-2.~~ TARGET POPULATION

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

25 2.1 Ages birth-to-eighteen (0-18) years, who have been adjudicated as  
26 either a dependent or ward of the juvenile court pursuant to California  
27 Welfare and Institutions Code (WIC) Sections 300 or 602, and are at risk of  
28 placement or placed in a group home at a Rate Classification Level (RCL) of

1 ten-to-sixteen (10-16) or Short-Term Residential Therapeutic Program (STRTP)  
2 licensed by California Department of Social Services (CDSS); and/or

3 NMD pursuant to WIC Section 11400(v): a foster child who has attained  
4 the age of eighteen (18) years while in foster care and is younger than  
5 nineteen (19) years as of January 1, 2017, younger than twenty (20) years as  
6 of January 1, 2018, or younger than twenty-one (21) years as of January 1,  
7 2019. NMD may be in a Supervised Independent Living Placement (SILP) or  
8 placed in Extended Foster Care (EFC). ~~CONTRACTOR shall provide partial-day~~  
9 ~~programs offering supervision and structure for children after the regular~~  
10 ~~school day. Services may include but are not limited to: social recreation~~  
11 ~~and academic activities, ability to provide one-to-one supervision, and group~~  
12 ~~supervision. Academic activities may include tutoring and homework~~  
13 ~~assistance. In providing these services, CONTRACTOR shall meet the following~~  
14 ~~expectations:~~

15 ~~1.3 CONTRACTOR shall implement services within five (5) business days~~  
16 ~~of receipt of referral from ADMINISTRATOR.~~

17 ~~1.4 CONTRACTOR shall provide services for up to twelve and a half~~  
18 ~~(12½) hours per week for up to six (6) months per referral as authorized by~~  
19 ~~ADMINISTRATOR.~~

20 ~~1.5 CONTRACTOR shall attend Family Team Meetings (FTMs) as requested~~  
21 ~~by ADMINISTRATOR and or direct service agency. CONTRACTOR shall provide~~  
22 ~~written progress notes, in a format approved by ADMINISTRATOR, to the assigned~~  
23 ~~direct service agency within three (3) business days~~

24 ~~1.6 If academic support is provided, CONTRACTOR shall be required to~~  
25 ~~maintain documentation of staff's teaching or tutoring experience on file.~~

26 ~~1.7 If snacks are provided, CONTRACTOR shall ensure they are age~~  
27 ~~appropriate and free of ingredients that could trigger food allergies.~~

28 ~~1.8 CONTRACTOR must provide ADMINISTRATOR a copy of its program~~

1 ~~description, if during the term of this Agreement, it is revised or updated.~~

2 ~~1.9 CONTRACTOR shall not consider referred Participant's~~  
3 ~~frequency/consistency of school attendance.~~

4 ~~2.2 CONTRACTOR shall verbally communicate~~ The NMD must meet at least  
5 one (1) of the AB 12 participation requirements and must participate in a  
6 Transitional Independent Living Plan (TILP) under the responsibility of  
7 ADMINISTRATOR.

8 2.3 In placement, or is at risk of placement, in a group home at RCL  
9 ten-to-sixteen (10-16) or STRTP licensed by CDSS. These placements focus on  
10 treatment and care for Participants who exhibit significant  
11 emotional/behavioral disturbance that require the most structure and/or  
12 specialized treatment and/or who exhibit one or more of the following non-  
13 exhaustive list of behaviors, as defined in Subparagraph 4.33.

14 2.4 Any other children/youth in the Participant's household,  
15 including, but not limited to, brothers, sisters, cousins, other blood  
16 relations, and/or blended-family children/youth, as determined eligible by  
17 ADMINISTRATOR.

18 ~~1.10~~ Wrap OC eligible Participants residing with ~~direct service agency~~  
19 ~~at minimum every two (2) weeks in regards to Participant's progress/outcomes.~~

20 ~~1.11 CONTRACTOR shall not utilize volunteers and/or interns to provide~~  
21 ~~services specified in this Exhibit A.~~

22 ~~1.12 CONTRACTOR shall have staff available with knowledge of mental~~  
23 ~~health issues and behavior modification techniques.~~

24 ~~1.12.1 ADMINISTRATOR will authorize services for a specified time~~  
25 ~~period in each referral. CONTRACTOR's continuance of services beyond the~~  
26 ~~specified time period without written authorization from ADMINISTRATOR to~~  
27 ~~extend services may be considered in breach under Paragraph 19a~~ relative or  
28 caretaker in a contiguous county outside of this Agreement Orange County (i.e.,



1 Los Angeles, Riverside, San Bernardino, and ~~shall not be eligible for~~  
2 ~~reimbursement. It shall be the CONTRACTOR's responsibility to document and~~  
3 ~~keep track of the beginning and ending dates of service.~~

4 ~~1.12.2 Extensions for continued service delivery on closed cases~~  
5 ~~may not be approved by ADMINISTRATOR. CONTRACTOR's continuance of services,~~  
6 ~~without prior written authorization from ADMINISTRATOR, to a Participant or~~  
7 ~~Participant's Family who does not have an open case shall be considered out of~~  
8 ~~compliance and shall not be eligible for reimbursement.~~

9 ~~39.12.5~~ CONTRACTOR shall participate in Participant Family's written  
10 ~~evaluation of services within seven (7) business days of completion of~~  
11 ~~services, San Diego, Counties), as directed by ADMINISTRATOR.~~

12 ~~In addition to providing the services described in Paragraph 2 of this~~  
13 ~~Exhibit A, CONTRACTOR agrees to:~~

14 ~~1.13 Provide intensive, strength and needs based services and supports,~~  
15 ~~using a community based and family centered process. Services and supports~~  
16 ~~must be individualized and comprehensive, provided in a manner that is~~  
17 ~~culturally responsive and linguistically appropriate for the population~~  
18 ~~served. CONTRACTOR shall recruit, hire, and maintain staff that can provide~~  
19 ~~services to the diverse population served by Wraparound OC.~~

20 ~~1.14 Provide services in the appropriate language and in a culturally~~  
21 ~~sensitive manner. CONTRACTOR's staff shall have the language skills and~~  
22 ~~cultural awareness necessary to communicate fully and effectively and in a~~  
23 ~~setting accessible to diverse communities.~~

24 ~~1.15 Establish, model and maintain professional boundaries among staff~~  
25 ~~and in all interactions with Participants and families.~~

26 ~~1.16 Develop and implement policies and procedures as established and~~  
27 ~~provided by ADMINISTRATOR. CONTRACTOR shall maintain documentation of such~~  
28 ~~efforts which may include, but is not limited to:~~

1 ~~1.16.1 Participation in COUNTY sponsored and other applicable~~  
2 ~~training;~~

3 ~~1.16.2 Availability of literature in multiple languages and~~  
4 ~~formats as appropriate; and~~

5 ~~1.16.3 Identification of measures taken to enhance~~  
6 ~~accessibility for, and sensitivity to, physically challenged communities.~~

7 2.6 ~~Ensure language translation needed for services shall be provided~~  
8 ~~by qualified staff and not by the Participant and/or Participant's~~  
9 ~~parent/caregiver/family members or any minor~~ Families of Participants who are  
10 participating in the Adoption Assistance Program (AAP), Specialized Juvenile  
11 Court (e.g., Boys, Court, Girls Court, Grace Court), Treatment Foster Care  
12 Oregon - OC (TFCO-OC), Emergency Response/Family Maintenance Collaborative  
13 Services (ER/FMCS), and/or the Multi-Disciplinary Consultation Team (MDCT),  
14 and/or other programs, as deemed appropriate and directed by ADMINISTRATOR.

15 ~~1.17 Any child/youth or children.~~

16 ~~1.18 Post Safely Surrendered Baby posters in the reception area of~~  
17 ~~every office where Participants are served in an effort to maintain public~~  
18 ~~awareness of the "Safe Arms for Newborns" law (California Health and Safety~~  
19 ~~Code Section 1255.7). The materials are available through CDSS at the~~  
20 ~~following websites: [www.dss.cahwnet.gov/cdssweb/FormsandPU\\_271.htm](http://www.dss.cahwnet.gov/cdssweb/FormsandPU_271.htm) (English~~  
21 ~~version), or [www.dss.cahwnet.gov/cdssweb/SpanishTra\\_275.htm](http://www.dss.cahwnet.gov/cdssweb/SpanishTra_275.htm) (Spanish version).~~

22 ~~1.19 Ensure only CONTRACTOR staff transport Participants if~~  
23 ~~CONTRACTOR's program provides for transportation. All CONTRACTOR staff that~~  
24 ~~transports Participants must have a valid Class C California Driver's License~~  
25 ~~with no serious traffic violations and proof of automobile insurance, which~~  
26 ~~shall be verified by CONTRACTOR through a clearance from the California~~  
27 ~~Department of Motor Vehicles (DMV).~~

28 ~~1.20 Ensure services are outcome driven and indicators identified must~~

~~accurately reflect progress towards the stated service delivery goals. The Participant and/or Participant Family gains after intervention (or lack thereof) must be measured. CONTRACTOR should be able to clearly state what changes took place in the Participant and/or Participant Family.~~

~~1.21 Appear and testify at Juvenile Court hearings, when subpoenaed.~~

~~1.22 Attend meetings as specified in Paragraph 11 of this Exhibit A.~~

~~1.22.1 Attend FTM's as requested by who meets additional eligibility qualifications, as determined by the ADMINISTRATOR and/or ~~direct~~ service agency. When unavailable to attend, CONTRACTOR shall provide written progress notes, in a format approved Wrap Oversight Group (WOG). To this end, eligibility criteria may be expanded by ADMINISTRATOR, ~~to the assigned direct service agency within three (3) business days prior to FTM.~~~~

~~1.23 Complete a Special Incident Report (SIR) in accordance with Subparagraph 8.5 of this Exhibit A.~~

~~1.24 Ensure staff becomes familiar with the Wraparound OC program model and establish cooperative working relationships with the Participants' Family Teams.~~

~~2. FACILITIES~~

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

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~39.22.7 CONTRACTOR and ADMINISTRATOR may agree in writing as to the facility(ies) and location(s) where services shall be provided.~~

~~40.3. SERVICE EVALUATION AREAS~~

~~ADMINISTRATOR shall evaluate CONTRACTOR's service delivery based on, but~~

1 ~~not be limited to, the following:~~

2 ~~2.1 Number of referred Participants served monthly and quarterly~~  
 3 ~~throughout the term of this Agreement, and the number of service days provided~~  
 4 ~~per Participant.~~

5 ~~2.2 Timeliness of service from CONTRACTOR's receipt of referral until~~  
 6 ~~services are provided.~~

7 ~~2.3 Participant, Participant Family and direct service agency feedback~~  
 8 ~~to ADMINISTRATOR regarding CONTRACTOR's service.~~

9 ~~2.4 Consistency and quality of reports submitted to ADMINISTRATOR.~~

10 ~~2.5 Accuracy and completeness of invoicing to ADMINISTRATOR, and~~

11 ~~2.6 Ability to properly adhere to ADMINISTRATOR's SIR process, if~~  
 12 ~~applicable.~~

13 ~~3. STAFF TRAINING~~

14 ~~CONTRACTOR'S direct service staff and program director/liaison shall~~  
 15 ~~attend~~ CONTRACTOR shall provide Wrap OC services in facilities and locations  
 16 throughout Orange County and contiguous counties (i.e., Los Angeles County,  
 17 Riverside, San Bernardino and San Diego Counties), and the Participants'  
 18 residence(s). Approximately ten-to-fifteen percent (10-15%) of the referred  
 19 Participants reside outside of Orange County.

20 4. DEFINITIONS

21 ~~3.1~~ Contractor shall be familiar with and understand the following  
 22 Program Director or Supervisor who shall:

23 ~~3.1.1 Have overall responsibility for the Crisis Intervention~~  
 24 ~~Services Program.~~

25 ~~3.1.2 Be licensed as a Licensed Clinical Social Worker (LCSW),~~  
 26 ~~Marriage and Family Therapist (MFT), or hold a Ph.D. in psychology, sociology,~~  
 27 ~~social work, or a related field.~~

28 ~~3.1.3 Be licensed in good standing with the Board of Behavioral~~

1 ~~Sciences or Board of Psychology.~~

2 ~~3.1.4 Have a minimum of one (1) year of experience working with~~  
3 ~~target population identified in Paragraph 4 of this Agreement.~~

4 ~~3.1.5 Provide ongoing weekly supervision of staff providing~~  
5 ~~direct service, as well as access to supervisory support by telephone at all~~  
6 ~~times, and~~

7 ~~3.1.6 Have a minimum twenty-four (24) hours of training related~~  
8 ~~to child development or a related field.~~

9 Duties:

10 ~~3.1.7 Review all service requests, assign and match staff to~~  
11 ~~families individual needs including but not limited to language and cultural~~  
12 ~~preferences.~~

13 ~~3.1.8 Maintain cooperative and effective working relationships~~  
14 ~~with her/his staff in order to provide maximum support to Participants and~~  
15 ~~families.~~

16 ~~3.1.9 Inform ADMINISTRATOR of emergency or critical incident~~  
17 ~~involving Participant and submit necessary paperwork.~~

18 ~~3.1.10 Ensure that all documents and procedural forms are signed~~  
19 ~~and submitted to ADMINISTRATOR within designated time frames.~~

20 ~~3.1.11 Maintain accountability for all Wraparound Policies and~~  
21 ~~Procedures as provided by ADMINISTRATOR.~~

22 ~~3.1.12 Provide orientation and training in Wraparound OC to all~~  
23 ~~new PNP Staff.~~

24 ~~3.1.13 Monitor service utilization, review progress on~~  
25 ~~identified family goals, ensure modifications to interventions when necessary.~~

26 ~~3.1.14 Monitor and report to ADMINISTRATOR all PNP Staff,~~  
27 ~~activities if called to testify in Juvenile Court and/or if Wraparound OC~~  
28 ~~records are subpoenaed.~~

1                   ~~3.1.15 Assess Training and Skill building needs to ensure PNP~~  
2 ~~staff stay compliant with all Contract mandates.~~

3                   ~~3.1.16 Conduct regular meetings with PNP staff to share~~  
4 ~~information regarding Wraparound issues and the status of involvement with~~  
5 ~~individual families, including a minimum of one (1) hour per week of~~  
6 ~~individual supervision, and regular team group supervision. Individual~~  
7 ~~supervision shall include ongoing coaching, feedback and support regarding~~  
8 ~~each PNP staff strengths as well as areas requiring improvement.~~

9                   ~~3.1.17 Participate in mandatory trainings and ensure that PNP~~  
10 ~~staff also participate in mandatory trainings as determined by ADMINISTRATOR.~~

11                   ~~3.1.18 Provide coverage for PNP staff, as needed.~~

12                   ~~3.1.19 Assist PNP Staff in building on family strengths,~~  
13 ~~assessing goals, and utilizing community resources.~~

14                   ~~3.1.20 Provide PN staff with ongoing assistance to work through~~  
15 ~~crisis situations as well as day to day trouble shooting.~~

16                   ~~3.1.21 Review all service requests pending conclusion with PNP~~  
17 ~~staff assigned to the case, and ensure adequate transition planning.~~

18                   ~~3.1.22 Conduct regular performance evaluations for staff~~  
19 ~~assigned for supervision.~~

20                   ~~3.1.23 Ensure boundaries are established and maintained between~~  
21 ~~staff and Participants and/or Participants' families.~~

22                   ~~3.1.24 Review all documentation prepared by PNP staff under~~  
23 ~~supervision, for services provided by PNP.~~

24                   ~~3.1.25 Review program documentation to ensure accuracy and~~  
25 ~~fidelity to the Wraparound process and PNP requirements, and~~

26                   ~~3.1.26 Adhere to the Code of Conduct as required by CONTRACTOR~~  
27 ~~and ADMINISTRATOR.~~

28                   ~~3.2 Crisis Responder/ Non-licensed Therapists who shall:~~

1 ~~3.2.1 Be at least eighteen (18) years of age.~~

2 ~~3.2.2 Have a Bachelor's degree in human services or a related~~  
3 ~~field from an accredited college or university, or two (2) years' experience~~  
4 ~~working with at risk youth.~~

5 ~~3.2.3 Have a minimum of one (1) year of experience working with~~  
6 ~~target population as identified in Paragraph 4 of this Agreement.~~

7 ~~3.2.4 Have thorough knowledge of and ability to access other~~  
8 ~~emergency systems such as ETS.~~

9 ~~3.2.5 Have a clear understanding of crisis phases and have the~~  
10 ~~ability to provide direction to participant's parent/caregiver(s) under~~  
11 ~~conditions of severe and/or increasingly stressful conditions.~~

12 ~~3.2.6 Comply with training specified in Paragraph 6 of this~~  
13 ~~Exhibit B.~~

14 ~~3.2.7 Have a clear understanding of strategies for identifying~~  
15 ~~and addressing emergencies, making appropriate contacts, and implementing~~  
16 ~~action plans, and~~

17 ~~3.2.8 Be directly supervised by a licensed supervisor.~~

18 Duties:

19 ~~3.2.1 Provide direct Crisis/One to One Intervention services as~~  
20 ~~specified in this Exhibit B.~~

21 ~~3.2.2 Comply with training specified in this Exhibit B.~~

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~~EXHIBIT C  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
[PROVIDER NAME]~~

~~FOR THE PROVISION OF  
WRAPAROUND ORANGE COUNTY PROVIDER NETWORK PROGRAM  
IN-HOME SAFETY AIDE SERVICES~~

~~1. DEFINITIONS~~

~~In addition to the definitions identified in Paragraph 5 of this Agreement, the parties agree to the following terms and definitions:~~

~~1.1 In Home Safety Aide (IHSA): CONTRACTOR's paraprofessional staff who provides direct behaviorally-based, in-home parental aide and in-home monitoring services to Participants and Participants' parent/caregiver(s).~~

~~1.2 In Home Safety: Services designed to assist and support growth and development of skills and functions to address situations and behaviors that jeopardize the Participant's safety and/or placement.~~

~~2. SERVICES~~

~~CONTRACTOR shall provide services to assist Participant's parent/caregiver(s) develop the skills necessary to avoid escalation of emotions and inappropriate behavior on the part of Participant. In providing these services, CONTRACTOR shall meet the following expectations:~~

~~2.1 Provide services to Participant's parent/caregiver(s) at the Participant's residence which shall consist of monitoring the interactions between Participant and Participant's parent/caregiver(s) in as unobtrusive~~



1 ~~manner as possible. CONTRACTOR shall not enter Participant's residence or~~  
2 ~~commence service unless parent/caregiver or adult designee is present.~~

3 ~~2.2 Provide coaching services to Participant's parent/caregiver(s) to~~  
4 ~~increase parent/caregiver's positive interaction and behavior towards~~  
5 ~~Participant.~~

6 ~~2.3 Share observations with Participant's parent/caregiver(s) to~~  
7 ~~assist them in recognizing behavioral cues from Participant that could result~~  
8 ~~in the escalation of emotions and inappropriate behavior leading to a~~  
9 ~~potential crisis.~~

10 ~~2.4 Intervene and coach Participant's parent/caregiver(s) on safety~~  
11 ~~and supervision as related to Participant.~~

12 ~~2.5 Shall not be allowed to provide nor be reimbursed for providing~~  
13 ~~childcare services.~~

14 ~~2.6 Shall have verbal contact with the Participant's~~  
15 ~~parent/caregiver(s) within five (5) business days of receipt of referral.~~

16 ~~2.7 Shall meet with the Participant's parent/caregiver(s) as agreed~~  
17 ~~upon. IHSA shall immediately notify Participant's parent/caregiver(s), via~~  
18 ~~telephone, when a change in scheduling or cancelation is unavoidable, and~~  
19 ~~provide written justification, in a format approved by ADMINISTRATOR, to~~  
20 ~~direct service agency within three (3) business days of change or~~  
21 ~~cancellation. CONTRACTOR shall comply with ADMINISTRATORs request for copies~~  
22 ~~of said written justification.~~

23 ~~2.8 Provide services for a minimum of four (4) hours per week, for up~~  
24 ~~to sixteen (16) weeks, as determined by ADMINISTRATOR to best meet the needs~~  
25 ~~of Participant and Participant's parent/caregiver(s). At its sole discretion,~~  
26 ~~ADMINISTRATOR may decrease amount of service hours to be provided.~~

27 ~~2.9 Shall complete and submit a written Family Assessment, in a form~~  
28 ~~approved by ADMINISTRATOR, to direct service agency and ADMINISTRATOR within~~

1 ~~thirty (30) days of receipt of referral. Family Assessment shall include, but~~  
2 ~~not be limited to:~~

3 ~~2.9.1 An assessment of the Participant's Family's attributes,~~  
4 ~~interactions, strengths and target behaviors, as well as medical, cultural~~  
5 ~~and/or environmental factors that may influence any targeted behaviors.~~

6 ~~2.9.2 At minimum three (3) goals based on assessment of family~~  
7 ~~dynamics and CONTRACTOR's identified strengths and needs of the Participant,~~  
8 ~~and~~

9 ~~2.9.3 A transition plan in which CONTRACTOR phases out its~~  
10 ~~services over a specified length of time and implements plan for the stability~~  
11 ~~of the Participant's Family.~~

12 ~~2.10 Shall attend at least one (1) FTM per month per referral.~~

13 ~~2.11 Shall provide monthly case notes, in a format approved by COUNTY,~~  
14 ~~to the direct service agency three (3) business days prior to FTM.~~

15 ~~2.12 Shall communicate with direct service agency at minimum every two~~  
16 ~~(2) weeks in regards to Participant and Participant's parent/caregiver's~~  
17 ~~progress/outcomes.~~

18 ~~2.13 Shall seek to identify natural support and community resources to~~  
19 ~~sustain the Participant and Participant's parent/caregiver once CONTRACTOR~~  
20 ~~services have ended and shall continuously provide feedback to direct service~~  
21 ~~agency to assist in transitioning Participant and Participant's~~  
22 ~~parent/caregiver to said supports and resources.~~

23 ~~2.14 CONTRACTOR shall not utilize volunteers and/or interns to provide~~  
24 ~~services specified in this Exhibit C.~~

25 ~~2.14.1 CONTRACTOR must request an extension at least thirty (30)~~  
26 ~~calendar days in advance of the expected date of termination of services.~~

27 ~~2.14.2 ADMINISTRATOR will authorize services for a specified~~  
28 ~~time period in each referral. CONTRACTOR's continuance of services beyond the~~

1 ~~specified time period without written authorization from ADMINISTRATOR to~~  
2 ~~extend services may be considered in breach under Paragraph 19 of this~~  
3 ~~Agreement and shall not be eligible for reimbursement. It shall be the~~  
4 ~~CONTRACTOR's responsibility to document and keep track of the beginning and~~  
5 ~~ending dates of service.~~

6 ~~2.14.3 Extensions for continued service delivery on closed cases~~  
7 ~~may not be approved by ADMINISTRATOR. CONTRACTOR's continuance of services,~~  
8 ~~without prior written authorization from ADMINISTRATOR, to a Participant or~~  
9 ~~Participant's Family who does not have an open case shall be considered out of~~  
10 ~~compliance and shall not be eligible for reimbursement.~~

11 ~~2.15 Conclusion of Services~~

12 ~~2.15.1 CONTRACTOR shall participate in Participant Family's~~  
13 ~~written evaluation of services within seven (7) business days of completion of~~  
14 ~~services, as directed by ADMINISTRATOR.~~

15 ~~3. ADDITIONAL CONTRACTOR RESPONSIBILITIES~~

16 ~~In addition to providing the services described in Paragraph 2 of this~~  
17 ~~Exhibit C, CONTRACTOR agrees to:~~

18 ~~3.1 Provide intensive, strength and needs based services and supports,~~  
19 ~~using a community-based and family-centered process. CONTRACTOR shall recruit,~~  
20 ~~hire, and maintain staff that can provide services to the diverse population~~  
21 ~~served by Wraparound OC.~~

22 ~~3.2 Provide services in the appropriate language and in a culturally~~  
23 ~~sensitive manner. CONTRACTOR's Wraparound staff shall have the language~~  
24 ~~skills and cultural awareness necessary to communicate fully and effectively~~  
25 ~~and in a setting accessible to diverse communities.~~

26 ~~3.3 Establish, model and maintain professional boundaries among staff~~  
27 ~~and in all interactions with Participants and families~~

28 ~~3.4 Develop and implement policies and procedures as established and~~

1 ~~provided by ADMINISTRATOR. CONTRACTOR shall maintain documentation of such~~  
2 ~~efforts which may include, but is not limited to:~~

3 ~~3.4.1 Participation in COUNTY sponsored and other applicable~~  
4 ~~training;~~

5 ~~3.4.2 Availability of literature in multiple languages and~~  
6 ~~formats as appropriate; and~~

7 ~~3.4.3 Identification of measures taken to enhance accessibility~~  
8 ~~for, and sensitivity to, physically challenged communities.~~

9 ~~3.5 Ensure language translation needed for services shall be provided~~  
10 ~~by qualified staff and not by the Participant and/or Participant's~~  
11 ~~parent/caregiver/family members or any minor youth or children.~~

12 ~~3.6 Post Safely Surrendered Baby posters in the reception area of~~  
13 ~~every office where Participants are served in an effort to maintain public~~  
14 ~~awareness of the "Safe Arms for Newborns" law (California Health and Safety~~  
15 ~~Code Section 1255.7). The materials are available through CDSS at the~~  
16 ~~following websites: [www.dss.cahwnet.gov/cdssweb/FormsandPU\\_271.htm](http://www.dss.cahwnet.gov/cdssweb/FormsandPU_271.htm) (English~~  
17 ~~version), or [www.dss.cahwnet.gov/cdssweb/SpanishTra\\_275.htm](http://www.dss.cahwnet.gov/cdssweb/SpanishTra_275.htm) (Spanish version).~~

18 ~~3.7 Ensure services are outcome driven and indicators identified must~~  
19 ~~accurately reflect progress towards the stated service delivery goals. The~~  
20 ~~Participant and/or Participant Family gains after intervention (or lack~~  
21 ~~thereof) must be measured. CONTRACTOR should be able to clearly state what~~  
22 ~~changes took place in the Participant and/or Participant Family.~~

23 ~~3.8 Appear and testify at Juvenile Court hearings, when subpoenaed.~~

24 ~~3.9 Attend meetings as specified in Subparagraph 11 of this Exhibit C.~~

25 ~~3.10 Attend quarterly PNP and QA meetings as determined by~~  
26 ~~ADMINISTRATOR.~~

27 ~~3.11 Complete a Special Incident Report (SIR) in accordance with~~  
28 ~~Subparagraph 8.3 of this Exhibit C.~~

~~3.12 Ensure staff becomes familiar with the Wraparound OC program model and establish cooperative working relationships with the Participants' Family Teams.~~

~~4. FACILITIES~~

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

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~5. SERVICE EVALUATION~~

~~ADMINISTRATOR shall evaluate CONTRACTOR's service delivery based on, but not be limited to, the following:~~

~~5.1 Number of referred Participants served monthly and quarterly throughout the service period, and the number of service days provided per Participant.~~

~~5.2 Timeliness of service from CONTRACTOR's receipt of referral until services are provided.~~

~~5.3 Participant, Participant Family and direct service agency feedback to ADMINISTRATOR regarding CONTRACTOR's service.~~

~~5.4 Consistency and quality of reports submitted to ADMINISTRATOR.~~

~~5.5 Accuracy and completeness of invoicing to ADMINISTRATOR.~~

~~5.6 Ability to properly adhere to ADMINISTRATOR's SIR process, if applicable.~~

~~5.7 Ongoing service delivery to Participant and Participant's Family until services have terminated.~~

~~5.8 Ability to meet schedule of appointments and the number of times CONTRACTOR failed to meet appointments regardless of reason, and~~

~~5.9 Ability in transitioning Participant's Family to natural supports~~

1 ~~and community resources.~~

2 ~~6. STAFF TRAINING~~

3 ~~CONTRACTOR'S direct service staff and supervisor shall attend the~~  
4 ~~following trainings. CONTRACTOR shall maintain completion of training~~  
5 ~~documentation onsite.~~

6 ~~6.1 General PNP Introductory Training: General introductory training~~  
7 ~~focusing on the fundamentals of the PNP process. Training will be provided by~~  
8 ~~ADMINISTRATOR, will consist on one (1) session and may last up to three (3)~~  
9 ~~hours per session. Direct service staff shall have completed training prior~~  
10 ~~to providing service to Participants.~~

11 ~~6.2 Wraparound OC Overview Training: Overview focusing on the~~  
12 ~~fundamentals of Wraparound OC. Training will be provided by ADMINISTRATOR,~~  
13 ~~will consist on one (1) session and may last up to three (3) hours per~~  
14 ~~session. Direct service staff shall have completed training prior to~~  
15 ~~providing service to Participants.~~

16 ~~6.3 General Wraparound OC Training Provided by ADMINISTRATOR, training~~  
17 ~~addresses changes in and needs of the target population.~~

18 ~~7. CASE RECORDS~~

19 ~~CONTRACTOR shall maintain case records on each Participant and/or~~  
20 ~~Participant Family. All records shall be maintained in English; and English~~  
21 ~~translation of all bilingual correspondence and forms shall be maintained in~~  
22 ~~the file for audits and Utilization Reviews. Records shall include, but not~~  
23 ~~be limited to:~~

24 ~~7.1 Participant's and/or Participant family's name, address, phone~~  
25 ~~number, and employment information,~~

26 ~~7.2 Referral form and any referral documentation provided by~~  
27 ~~ADMINISTRATOR,~~

28 ~~7.3 Monthly Progress Reports,~~

1 ~~7.4 Monthly Program Reports.~~

2 ~~7.5 Family Assessments.~~

3 ~~7.6 Request for extension and extension authorization, if applicable.~~

4 ~~7.7 Standardized case notes/chronological process of services, with~~  
5 ~~signed and dated entries, if applicable.~~

6 ~~7.8 Social and family histories, including a mental status exam and~~  
7 ~~substance abuse and domestic violence evaluations, if applicable.~~

8 ~~7.9 Emergency information.~~

9 ~~7.10 Special Incident Reports, if applicable.~~

10 ~~7.11 Authorization to release information between ADMINISTRATOR and~~  
11 ~~CONTRACTOR signed by Participant's parent/caregiver(s).~~

12 ~~7.12 Community resource linkage, if applicable.~~

13 ~~7.13 Copies of Receipt for Service forms.~~

14 ~~7.14 Copies of Invoices/Claim forms, and~~

15 ~~7.15 No Show Letters.~~

16 ~~8. REPORTS~~

17 ~~CONTRACTOR shall prepare and submit to ADMINISTRATOR written reports~~  
18 ~~including, but not limited to, the following:\_\_\_\_\_~~

19 ~~8.1 Monthly Progress Report~~

20 ~~CONTRACTOR shall submit to ADMINISTRATOR, in a format approved by~~  
21 ~~ADMINISTRATOR, a Monthly Progress Report by the fifteenth (15<sup>th</sup>) day of each~~  
22 ~~month for each Participant/Participant Family served during the preceding~~  
23 ~~month. CONTRACTOR shall not be required to submit a report for months when~~  
24 ~~CONTRACTOR does not provide services. Monthly Process Report shall include,~~  
25 ~~but not be limited to:~~

26 ~~8.1.1 All monthly contacts, in detail, with Participant and/or~~  
27 ~~Participant Family.~~

28 ~~8.1.2 All written and verbal communication with ADMINISTRATOR~~

1 ~~and direct service agency.~~

2 ~~8.1.3 Participant and Participant Family's progress in program~~  
3 ~~and in meeting goals.~~

4 ~~8.1.4 CONTRACTOR's attendance at FTMs, and~~

5 ~~8.1.5 Any SIRs completed for the Participant and/or Participant~~  
6 ~~Family.~~

7 ~~8.2 Monthly Program Report~~

8 ~~CONTRACTOR shall submit to ADMINISTRATOR, in a format approved by~~  
9 ~~ADMINISTRATOR, a Monthly Program Report by the fifteenth (15<sup>th</sup>) day of each~~  
10 ~~month, CONTRACTOR shall not be required to submit a report for months when~~  
11 ~~CONTRACTOR does not provide services. Monthly Program Report shall include,~~  
12 ~~but not be limited to:~~

13 ~~8.2.1 Program summary of service activities delivered during the~~  
14 ~~month,~~

15 ~~8.2.2 Number of FTMs attended by CONTRACTOR staff during the~~  
16 ~~month,~~

17 ~~8.2.3 Anticipated staff and bilingual language availability for~~  
18 ~~the upcoming month,~~

19 ~~8.2.4 Number of new and existing referrals assigned to~~  
20 ~~CONTRACTOR staff during the month,~~

21 ~~8.2.5 Number of active, expected to close, and terminated~~  
22 ~~referrals during the month,~~

23 ~~8.2.6 Number of extensions approved by ADMINISTRATOR and pending~~  
24 ~~during the month, and~~

25 ~~8.2.7 Changes in certification of licensure of staff.~~

26 ~~8.3 Final Summary Report~~

27 ~~CONTRACTOR shall submit, in a format approved by ADMINISTRATOR, a~~  
28 ~~Final Summary Report for each referred Participant and/or Participant Family,~~



1 ~~no later than fifteen (15) calendar days of last contact with the Participant~~  
2 ~~and/or Participant Family, which shall include, but no be limited to:~~

3 ~~8.3.1 A summary of all Monthly Progress and Program Reports~~  
4 ~~specifying services and outcomes, and~~

5 ~~8.3.2 Clear, concise identification of significant issues~~  
6 ~~regarding the Participant and/or Participant Family need.~~

7 ~~8.4 Special Incident Report~~

8 ~~CONTRACTOR shall complete a Special Incident Report (SIR), in the~~  
9 ~~event there is any incident of unusual, aggressive, or high risk behavior by a~~  
10 ~~Participant and/or Participant's Family member(s); there are any injuries or~~  
11 ~~death suffered by any party or loss of property during delivery of services;~~  
12 ~~any time Participant's and/or Participant's Family member's confidentiality is~~  
13 ~~compromised; or if services are terminated early due to the Participant and/or~~  
14 ~~Participant's Family member(s) refusing to participate or exhibiting~~  
15 ~~inappropriate behavior. In such event(s), CONTRACTOR shall:~~

16 ~~8.4.1 Immediately notify ADMINISTRATOR, assigned Probation~~  
17 ~~Officer, Mental Health Worker or SSA Social worker, and direct services agency~~  
18 ~~of the incident by telephone,~~

19 ~~8.4.2 Comply with established CONTRACTOR's established procedures~~  
20 ~~for such events,~~

21 ~~8.4.3 Complete SIR form provided by ADMINISTRATOR and follow~~  
22 ~~applicable instructions, clearly identifying the specific information~~  
23 ~~regarding the incident, and~~

24 ~~8.4.4 Submit SIR to ADMINISTRATOR within twenty-four (24) hours~~  
25 ~~of the special incident.~~

26 ~~8.5 Family Assessment~~

27 ~~8.5.1 Complete Family Assessment as specified in Subparagraph~~  
28 ~~2.11 of this Exhibit C.~~

1 ~~9. UTILIZATION REVIEW~~

2 ~~CONTRACTOR shall make available, within ten (10) days from the date of~~  
3 ~~the request by ADMINISTRATOR, a selection of CONTRACTOR's case records for~~  
4 ~~those Participants and/or Families referred by ADMINISTRATOR. The review~~  
5 ~~shall include, but is not limited to, an evaluation of the necessity and~~  
6 ~~appropriateness of services provided, length of services, and timeliness of~~  
7 ~~required reports. Cases to be reviewed shall be selected by ADMINISTRATOR.~~

8 ~~ADMINISTRATOR shall have the final right and sole discretion to resolve~~  
9 ~~any dispute as to the necessity and appropriateness of services, the length of~~  
10 ~~services, and/or timeliness of required reports and his/her decision shall be~~  
11 ~~final.~~

12 ~~ADMINISTRATOR may, at its sole discretion, suspend CONTRACTOR's~~  
13 ~~referrals pending resolution of any and all contract or service delivery~~  
14 ~~issue.~~

15 ~~10. CONFLICT RESOLUTION~~

16 ~~For resolution of conflict between ADMINISTRATOR and CONTRACTOR in~~  
17 ~~regards to differences of opinion pertaining to delivery of services, the~~  
18 ~~following shall apply:~~

19 ~~10.1 In the event CONTRACTOR and ADMINISTRATOR, or ADMINISTRATOR's~~  
20 ~~designee, are unable to resolve differences of opinion regarding the necessity~~  
21 ~~and/or appropriateness of services, length of treatment, and/or timeliness of~~  
22 ~~required treatment reports, the parties shall attempt to resolve the dispute~~  
23 ~~in the following order:~~

24 ~~10.1.1 CONTRACTOR and assigned Care Coordinator, COUNTY Social~~  
25 ~~Worker, Probation Officer or Mental Health Worker shall first attempt to~~  
26 ~~resolve the dispute;~~

27 ~~10.1.2 If CONTRACTOR and assigned Care Coordinator, COUNTY Social~~  
28 ~~Worker, Probation Officer or Mental Health Worker are unable to resolve the~~

1 ~~dispute, then CONTRACTOR and ADMINISTRATOR's Program Manager, or other~~  
2 ~~ADMINISTRATOR designee, shall attempt to resolve the dispute:~~

3 ~~10.1.3 ADMINISTRATOR's Program Manager or ADMINISTRATOR designee~~  
4 ~~shall have the final right and sole discretion to resolve any dispute as to~~  
5 ~~the necessity and appropriateness of services, the length of services, and/or~~  
6 ~~timeliness of required reports and his/her decision shall be final.~~

7 ~~10.1.4 In the event a complaint is received from Participant~~  
8 ~~and/or Participant's Family and/or ADMINISTRATOR, CONTRACTOR shall comply with~~  
9 ~~an investigation and/or utilization review.~~

10 ~~10.1.5 ADMINISTRATOR shall have sole discretion in placing~~  
11 ~~CONTRACTOR on a do-not-refer status and reassigning current referrals to~~  
12 ~~another Contractor pending outcome of an investigation and/or utilization~~  
13 ~~review.~~

#### 14 ~~11. MEETINGS~~

15 ~~CONTRACTOR's direct service staff may be required to participate in~~  
16 ~~Wraparound OC Family Team Meetings (FTM), Emergency Team Meetings (ETM), Team~~  
17 ~~Decision Making (TDM) meetings and Multi-disciplinary Team (MDT) meetings, at~~  
18 ~~the request of ADMINISTRATOR. FTM, ETM, TDM and MDT meetings may occur at a~~  
19 ~~location other than CONTRACTOR's facility.~~

20 ~~11.1 FTMs occur to make certain the needs of the Participant and/or~~  
21 ~~Participant Family are the primary focus and efforts at resolving needs are~~  
22 ~~diligently applied. Every effort is made to ensure the family voice is heard~~  
23 ~~and that the Participant Family takes ownership of the process. This process~~  
24 ~~is highly individualized for each Participant and seeks to maximize the~~  
25 ~~capacity of a Participant Family to meet the Participant's needs, and prevent~~  
26 ~~or reduce residential placement.~~

27 ~~11.2 ETMs, modeled after TDM Meetings, are held to address~~  
28 ~~Participant's safety issues and placement concerns.~~

1           ~~11.3 TDM incorporates a strength-based, consensus-driven, respectful~~  
2 ~~process that models directness and honesty regarding risks and concerns~~  
3 ~~involving placement decisions. Through the involvement of families and~~  
4 ~~communities, TDM promotes the value that families are experts about~~  
5 ~~themselves, and communities are experts about community resources. TDM~~  
6 ~~sessions may require up to ninety (90) minutes per session.~~

7           ~~11.4 MDT consists of a team of three (3) or more persons who are~~  
8 ~~trained in the prevention, identification, and treatment of child abuse and~~  
9 ~~neglect cases and qualified to provide a broad range of services related to~~  
10 ~~child abuse. MDT sessions may require up to two (2) hours per session.~~

11           ~~CONTRACTOR may be required to attend quarterly PNP and QA meeting at the~~  
12 ~~discretion of the ADMINISTRATOR.~~

## 13 ~~12. COMPENSATION~~

14           ~~12.1 Service Hours: COUNTY shall pay CONTRACTOR, monthly in arrears,~~  
15 ~~sixty dollars (\$60) per hour per referral as authorized by ADMINISTRATOR for~~  
16 ~~the IHSA services as specified in this Exhibit C.~~

17           ~~12.2 Juvenile Court: COUNTY shall pay CONTRACTOR, monthly in arrears,~~  
18 ~~forty dollars (\$40) per hour for actual time spent in Juvenile Court pursuant~~  
19 ~~to subpoena.~~

20           ~~12.3 Training: COUNTY shall pay CONTRACTOR, monthly in arrears, forty~~  
21 ~~dollars (\$40) per hour for actual time spent in trainings specified in~~  
22 ~~Paragraph 6 of this Exhibit C.~~

23           ~~12.4 Meeting: COUNTY shall pay CONTRACTOR, monthly in arrears, forty~~  
24 ~~dollars (\$40) per hour for actual time spent in meetings specified in~~  
25 ~~Paragraph 11 of this Exhibit C.~~

26           ~~12.5 Travel Time: COUNTY shall pay CONTRACTOR, monthly in arrears,~~  
27 ~~thirty dollars (\$30) per hour for actual travel time to Juvenile Court and to~~  
28 ~~COUNTY approved trainings and meetings as specified in Paragraphs 6 and 11 of~~

1 ~~this Exhibit C.~~

2 ~~12.6 Out of County Travel Time: COUNTY shall pay CONTRACTOR, monthly~~  
3 ~~in arrears, thirty dollars (\$30) per hour for actual travel time to and from~~  
4 ~~Participant's parent/caregiver residence.~~

5 ~~12.7 Travel time will be paid in fifteen (15) minutes increments as~~  
6 ~~follows:~~

- 7 ~~• 0-15 minutes = \$ 7.50~~
- 8 ~~• 16-30 minutes = \$15.00~~
- 9 ~~• 31-45 minutes = \$22.50~~
- 10 ~~• 46-60 minutes = \$30.00~~

11 ~~12.8 No payment will be made for the following:~~

12 ~~12.8.1 Consultation time with ADMINISTRATOR prior to receipt of~~  
13 ~~ADMINISTRATOR's referral form,~~

14 ~~12.8.2 Services provided to Participant and/or Participant's~~  
15 ~~Family prior to the authorization approval date or after the authorization end~~  
16 ~~date, without an approved extension from ADMINISTRATOR,~~

17 ~~12.8.3 In-home appointments not kept by Participant and/or~~  
18 ~~Participant's parent/caregiver, including travel time to and from~~  
19 ~~parent/caregiver's home, or~~

20 ~~12.8.4 Mileage or parking costs regardless of service.~~

21 ~~12.9 Conduct initial or pre-hire background checks on all PNP staff, in~~  
22 ~~accordance with Paragraph 23 Personnel Disclosure of Exhibit C and including,~~  
23 ~~but not limited to:~~

24 ~~12.9.1 Criminal records including Department of Justice, Federal~~  
25 ~~Bureau of Investigation and Child Abuse Central Index (CACI);~~

26 ~~12.9.2 Health (including tuberculosis)/drug screening;~~

27 ~~12.9.3 Fingerprinting (Live Scan);~~

28 ~~12.9.4 HCA Sanctions;~~

~~12.9.5 Department of Motor Vehicle (DMV);~~

1 ~~12.9.6 Professional License and insurance status (as applicable);~~  
2 ~~Sanction screenings (Office of Inspector General, EPLS).~~

3 ~~12.10 Obtain annual updated clearances and maintain a method of~~  
4 ~~obtaining timely and subsequent updated records notifications including~~  
5 ~~monitoring of driver license suspensions, tickets, accidents or other~~  
6 ~~vehicular violations. If any subsequent negative criminal, professional, DMV~~  
7 ~~or CACI record information is obtained, CONTRACTOR shall immediately notify~~  
8 ~~ADMINISTRATOR.~~

9 CONTRACTOR shall provide the following described staff positions:

10 ~~12.11 Supervisor who shall:~~

11 ~~12.11.1 Have a Masters' degree in psychology, sociology, social~~  
12 ~~work, or related field and two (2) years' experience in the human services~~  
13 ~~field.~~

14 ~~12.11.2 Licensed as a Licensed Clinical Social Worker (LCSW),~~  
15 ~~Marriage and Family Therapist (MFT), or hold a Ph.D. in psychology, sociology,~~  
16 ~~social work, or related field, is preferred.~~

17 ~~12.11.3 Minimum of one (1) year of experience working with target~~  
18 ~~population as identified in Paragraph 4, and~~

19 ~~12.11.4 Minimum twenty-four (24) hours of training related to child~~  
20 ~~development or a related field.~~

21 ~~Duties:~~

22 ~~12.11.5 Review all service requests, assign and match staff to~~  
23 ~~families individual needs including but not limited to language and cultural~~  
24 ~~preferences.~~

25 ~~12.11.6 Maintain cooperative and effective working relationships~~  
26 ~~with her/his staff in order to provide maximum support to Participants and~~  
27 ~~families.~~

28 ~~12.11.7 Inform ADMINISTRATOR of emergency or critical incident~~

1 ~~involving Participant and submit necessary paperwork.~~

2 ~~12.11.8 Ensure that all documents and procedural forms are signed~~  
3 ~~and submitted to ADMINISTRATOR within designated time frames.~~

4 ~~12.11.9 Maintain accountability for all Wraparound Policies and~~  
5 ~~Procedures as provided by ADMINISTRATOR.~~

6 ~~12.11.10 Provide orientation and training in Wraparound OC to all~~  
7 ~~new PNP Staff.~~

8 ~~12.11.11 Monitor service utilization, review progress on~~  
9 ~~identified family goals, ensure modifications to interventions when necessary.~~

10 ~~12.11.12 Monitor and report to ADMINISTRATOR all PNP Staff,~~  
11 ~~activities if called to testify in Juvenile Court and/or if Wraparound OC~~  
12 ~~records are subpoenaed.~~

13 ~~12.11.13 Assess Training and Skill building needs to ensure PNP~~  
14 ~~staff stay compliant with all Contract mandates.~~

15 ~~12.11.14 Conduct regular meetings with PNP staff to share~~  
16 ~~information regarding Wraparound issues and the status of involvement with~~  
17 ~~individual families, including a minimum of one (1) hour per week of~~  
18 ~~individual supervision, and regular team group supervision. Individual~~  
19 ~~supervision shall include ongoing coaching, feedback and support regarding~~  
20 ~~each PNP staff strengths as well as areas requiring improvement.~~

21 ~~12.11.15 Participate in mandatory trainings and ensure that PNP~~  
22 ~~staff also participate in mandatory trainings as determined by ADMINISTRATOR.~~

23 ~~12.11.16 Provide coverage for PNP staff, as needed.~~

24 ~~12.11.17 Assist PNP Staff in building on family strengths,~~  
25 ~~assessing goals, and utilizing community resources.~~

26 ~~12.11.18 Provide PN staff with ongoing assistance to work through~~  
27 ~~crisis situations as well as day-to-day trouble shooting.~~

28 ~~12.11.19 Review all service requests pending conclusion with PNP~~

1 ~~staff assigned to the case, and ensure adequate transition planning.~~

2 ~~12.11.20 Conduct regular performance evaluations for staff~~  
3 ~~assigned for supervision.~~

4 ~~12.11.21 Ensure boundaries are established and maintained between~~  
5 ~~staff and Participants and/or Participants' families.~~

6 ~~12.11.22 Review all documentation prepared by PNP staff under~~  
7 ~~supervision, for services provided by PNP.~~

8 ~~12.11.23 Review program documentation to ensure accuracy and~~  
9 ~~fidelity to the Wraparound process and PNP requirements.~~

10 ~~12.11.24 Have overall responsibility for the In-Home Safety Aide~~  
11 ~~Services Program.~~

12 ~~12.11.25 Provide ongoing weekly supervision of staff providing~~  
13 ~~direct service; and~~

14 ~~12.11.26 Adhere to the Code of Conduct as required by~~  
15 ~~CONTRACTOR and ADMINISTRATOR.~~

16 ~~12.12 In-Home Safety Aide~~

17 ~~12.12.1 Be at least eighteen (18) years of age.~~

18 ~~12.12.2 Have a Bachelor's degree in human services or a related~~  
19 ~~field from an accredited college or university, or two (2) years experience~~  
20 ~~working with at risk youth.~~

21 ~~12.12.3 Have a minimum of one (1) year of experience working with~~  
22 ~~target population as identified in Paragraph 4 of this Agreement.~~

23 ~~12.12.4 Have clear understanding of crisis phases and have the~~  
24 ~~ability to provide direction to Participant's parent/caregivers under~~  
25 ~~conditions of severe and/or increasingly stressful conditions.~~

26 ~~12.12.5 Have ability to recognize and recommend a referral for~~  
27 ~~Crisis/One-to-One Intervention services as needed, and~~

28 ~~12.12.6 Have a clear understanding of the CONTRACTOR's strategy~~



1 ~~for identifying and addressing emergencies, making appropriate contacts, and~~  
2 ~~implementing action plans.~~

3 ~~Duties:~~

4 ~~12.12.7 Provide direct In-Home Safety Aide services as specified~~  
5 ~~in this Exhibit C.~~

6 ~~12.12.8 Comply with training specified in this Exhibit C.~~

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~~EXHIBIT D  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
[PROVIDER NAME]  
FOR THE PROVISION OF  
WRAPAROUND ORANGE COUNTY PROVIDER NETWORK PROGRAM  
SEXUAL BEHAVIOR TREATMENT SERVICES~~

~~13. DEFINITIONS~~

~~In addition to the definitions identified in Paragraph 5 of this Agreement, the parties agree to the following terms and definitions:~~

~~40-14.1~~ Adolescent Sex Offender (ASO): Youth between the ages of twelve ~~(12)~~ and seventeen (12-17) years, who commit illegal sexual acts as defined by the sex crime statutes of the jurisdiction in which the offense has occurred.

~~40-24.2~~ Adolescents with Sexual Behavior Problems: Youth with problematic sexual behavior, which is not illegal but potentially harmful to the youth such as compulsive masturbatory behavior.

4.3 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).

4.4 AB 3632: The special education program under the rules and regulations of Chapter 26.5; is currently known as AB 114 and also referred to as Educationally-Required Mental Health Services or Educationally-Related Behavioral Services. Individuals with Disabilities Education Act (IDEA)

1 requires that schools provide the services necessary for a child/youth to  
2 benefit from/access his/her education. Establishes procedures governing  
3 referrals of pupils to community mental health services and the  
4 responsibilities of those entities. Services might include, but are not  
5 limited to: assessment and interpretation of mental health needs with  
6 integration of information in service planning; consultation with the student,  
7 family, and staff to develop an appropriate program; individual, group,  
8 family, and/or parent counseling provided by qualified social workers,  
9 psychologists, guidance counselors, or other qualified personnel, including  
10 therapeutic counseling when required; teaching education rights' holders the  
11 skills to enable them to support implementation of a youth's Individualized  
12 Education Plan (IEP); positive behavior intervention, including one-to-one  
13 behavioral aides; assessment for and administration and management of  
14 medications; and residential placement.

15 4.5 Adoption Assistance Program (AAP) Funds: Federally-subsidized  
16 program to provide funds to encourage the adoption of children with special  
17 needs children and remove the financial disincentives for families to adopt.  
18 Funds are intended to benefit children in foster care by providing the  
19 security and stability of a permanent home through adoption.

20 4.6 Assignment: Term to signify that a child/youth has been accepted  
21 as a Participant in Wrap OC and that the child/youth and his or her family has  
22 been assigned by Wrap Review and Intake Team (WRIT) to a Wrap OC Direct  
23 Service Provider.

24 4.7 California Work Opportunity and Responsibility to Kids (CalWORKs):  
25 Acronym for the California Work Opportunity and Responsibility to Kids Act of  
26 1997, as described in WIC Section 11200 et seq.

27 4.8 Care Coordinator (CC): Wrap OC Direct Service Provider staff who  
28 is responsible for facilitating the Child and Family Team (CFT) meetings and

1 guiding the evolution of a Plan of Care (POC) that is family-centered and  
2 effective in safely transitioning and/or maintaining the Participant to the  
3 least restrictive family setting with minimal reliance on formal support  
4 systems.

5 4.9 Caregiver: Any licensed or certified resource parent (formerly  
6 known as foster parent), approved relative caregiver, or approved non-relative  
7 extended family member.

8 4.10 Case Number: A unique alpha-numeric identifier established by the  
9 County of Orange SSA for each Participant in Wrap OC.

10 4.11 Challenge Grants: Federal funding source providing Youth and  
11 Family Resource Centers for children under the jurisdiction of the Orange  
12 County Juvenile Court and/or under the supervision of Orange County's  
13 Probation Department (Probation).

14 4.12 Child and Family Team (CFT): A CFT is comprised of a group that  
15 forms to meet the needs of an eligible child/youth through whatever means  
16 possible. To ensure family voice and ownership in the POC, every effort shall  
17 be made to ensure family members and family representative(s) constitute a  
18 minimum of fifty (50) percent of the CFT. The CFT includes the Participant  
19 and Participant's parent(s)/caregiver(s), and/or selected family members,  
20 family representative, resource family parent(s), and/or guardian(s), the  
21 appropriate representative(s) of the primary jurisdictional agency. (Senior  
22 Social Worker [SSW], Deputy Probation Officer [DPO], Mental Health Case  
23 Manager [MH Case Manager], etc.), relevant counseling or mental health  
24 representatives, formal and informal supports, such as an Tutoring, etc., any  
25 other person(s) influential in the Participant's and/or Participant's family's  
26 lives who may be instrumental in developing effective services and/or whomever  
27 the Participant's family wants to participate.

28 4.13 CFT Member: Participant, Participant's family/caregiver(s), Wrap

1 OC CC, Parent Partner (PP), and Youth Partner (YP)/Marriage and Family  
2 Therapist (MFT) YP, if applicable, and any traditional or non-traditional  
3 support system, significant other, professional, and/or natural support  
4 designated by the Participant and/or Participant's family. CFT members are  
5 the critical decision-makers, attend Wrap OC CFT meetings, maintain regular  
6 contact with the Participant and Participant's family, and are able to access  
7 resources as may be needed.

8 4.14 Child Out-of-Home Report (COR): Information reported to the Wrap  
9 liaisons when Participants are out-of-home overnight or more than twenty-four  
10 (24) hours for reasons such as, for reasons absent without leave (AWOL),  
11 hospitalization, placement in a residential facility (including placement in a  
12 residential facility for educational needs), protective custody for  
13 dependents, or custody violations for wards.

14 4.15 Child Welfare Services Redesign Supportive Services (CWSRSS):  
15 Group of agencies contracting with SSA to provide diverse and tailored  
16 services through a fee-for-service and outcome-based approach for children and  
17 families served by SSA. The program is also referred to as PNP.

18 4.16 Children and Family Services (CFS): One of four (4) Divisions of  
19 SSA. CFS provides services to children and families who are involved with, or  
20 at risk of involvement with, the child welfare system. Participants' assigned  
21 SSWs are CFS employees.

22 ~~40.34.17~~ Children with Sexual Behavior Problems: Children ages  
23 twelve (12) years and ~~under~~ younger who demonstrate developmentally  
24 inappropriate or aggressive sexual behavior.

25 4.18 Community-Based Services: Formal and informal services available  
26 to children/youth and families in the communities where they live, provided  
27 primarily by staff from non-governmental, community-based agencies.

28 4.19 Concluded: The term used to signify the closure of a Wrap OC case

1 and/or that the Participant's participation in Wrap has concluded.

2 4.20 Congregate Care: A placement for children/youth that includes  
3 twenty-four (24)-hour supervision in a highly-structured setting or  
4 institution.

5 4.21 Contiguous County: Any California county that shares a border  
6 with Orange County (i.e., Los Angeles County, Riverside, San Bernardino and  
7 San Diego Counties).

8 4.22 Cost Effective: Achieving the desired goal with minimum  
9 expenditures.

10 4.23 Cost of Doing Business (CODB): Expenses incurred as a routine  
11 part of conducting business and common to all providers engaged in providing  
12 similar services.

13 4.24 County's Database System: Any case management database developed  
14 by the County to: track Wrap OC data; create Wrap OC reports; enable more  
15 accurate monitoring of outcomes; inform decision-making; facilitate quality  
16 assurance; and improve service delivery. This involves a collaborative effort  
17 between County IT, SSA, HCA, Probation, and contracted Wrap OC Providers.

18 4.25 Crisis Assessment Team (CAT): The CAT provides twenty-four (24)  
19 hour mobile response services to any adult or youth experiencing a behavioral  
20 health crisis. Staff members receive calls to provide crisis intervention to  
21 individuals living with mental health issues from law enforcement officers in  
22 the field, social services agencies' staff, and concerned family members. CAT  
23 conducts risk assessments, initiates involuntary hospitalizations when  
24 necessary, provides resources and linkage, and conducts follow-up contacts for  
25 individuals assessed.

26 4.26 Cultural Competency: A responsive awareness and acceptance of  
27 cultural differences; an awareness of one's own cultural values; an  
28 understanding the "dynamics of difference" in the helping process; a basic

1 knowledge about each Participant and family's culture; and the ability to  
2 adapt practice skills to fit the cultural needs of the children, youth, and  
3 families.

4 4.27 Culturally Responsive: To display a general knowledge of cultural  
5 values and mores of individuals from diverse ethnic groups and the ability to  
6 adapt practice accordingly. A willingness and ability to recognize and  
7 interact responsively, respectfully, and effectively with people from diverse  
8 cultures, classes, races, ethnic groups, and religious backgrounds, in a  
9 manner that recognizes, respects, affirms, and values the worth of  
10 individuals, families, and communities, as well as protects the dignity of  
11 each person.

12 4.28 Dependency Drug Court (DDC): The Juvenile Court has implemented  
13 DDC for SSA families. A number of these families have been offered the option  
14 to participate in Wrap to support reunification efforts and their success with  
15 DDC.

16 4.29 Dependent: A child who is under the jurisdiction of the Orange  
17 County Juvenile Court as a result of abuse and/or neglect, and who is under  
18 the supervision of SSA.

19 4.30 Diagnosis: Definition of the nature of the Participant's medical  
20 disorder and/or, as it more generally applies to Wrap OC, the Participant's  
21 mental disorder, per the most current edition of the Diagnostic and  
22 Statistical Manual of Mental Disorders (DSM) published by the American  
23 Psychiatric Association.

24 4.31 Early and Periodic Screening, Diagnosis, and Treatment Program  
25 (EPSDT): A federal Medicaid (known in the State of California as Medi-Cal)  
26 law that permits a state to cover specific services necessary to address,  
27 correct, and/or ameliorate a mental illness, even if the service is not  
28 otherwise included in the State's Medi-Cal Plan. EPSDT covers eligible

1 persons age twenty-one (21) years and younger.

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

19 4.33 Eligible Child/Youth NMD: A child/youth/NMD who meets any of the  
20 following criteria: ages birth to eighteen (0-18) years; adjudicated as either  
21 a dependent or ward of the Juvenile Court pursuant to WIC Sections 300 or 602;  
22 pursuant to California WIC Section 11400(v): a foster child who has attained  
23 the age of eighteen (18) years while in foster care and is younger than  
24 twenty-one (21) years; approved or potential place to reside in the community  
25 with a parent/guardian, relative caregiver, non-related extended family member  
26 (NREFM) or resource parent (formerly known as foster parent) who has agreed to  
27 participate in Wrap OC; at-risk of or placed in congregate care that is  
28 licensed by the CDSS, formerly at a RCL of ten to sixteen (10-16) or higher.



1 and that focuses on care for children/youth/NMD who exhibit significant  
2 emotional and/or behavioral disturbance, require highly structured  
3 environments or require specialized treatment. The eligible child/youth/NMD  
4 may also exhibit behavior including, but not limited to, one or more of the  
5 following behaviors: frequent running away/AWOL; gang involvement; tagging,  
6 property destruction, self-harming; possession of deadly weapon(s);  
7 adjudicated sex offenders; possession of alcohol and/or drugs for use or  
8 sales; juvenile perpetrator; substance abuse disorders; fire starter;  
9 sexualized behavior; sexual exploitation; multiple placements; minor criminal  
10 behavior; oppositional defiant behavior; aggression; assaultive toward others,  
11 educational deficiencies; habitual school truancy and/or other school-related  
12 behavior problems; post-traumatic stress; behaviors beyond the control of  
13 parent(s) and/or primary caregiver(s); recognized mild developmental disorder;  
14 significant mental health disorders; one or more hospitalizations in a mental  
15 health facility; child/youth/NMD has previously received other intensified  
16 services; or may have been raised, or being raised, in families with multi-  
17 generational criminal justice involvement, social services, involvement,  
18 and/or mental health disorders.

19 4.34 Emergency: Period of time when a Participant's immediate  
20 situation is physically threatening and medical, protective (Child Abuse  
21 Registry [CAR]), law enforcement (e.g., police), and/or psychiatric evaluation  
22 measures are required. Such emergencies would include situations in which the  
23 Participant or the Participant's family member(s) become physically  
24 aggressive, suicidal, and/or report aggressive command hallucinations, etc.

25 4.35 Emergency CFT Meeting: An emergency CFT meeting is held to  
26 address Participant's safety issues and placement concerns. Emergency CFT  
27 meetings must occur within twenty-four (24) hours of the event and/or change  
28 of circumstances.

1           4.36 Emergency Fund: Funds reserved to deal with any unanticipated  
2 emergencies experienced by individual Participants and/or Participant's  
3 families.

4           4.37 Emergency Response (ER): A program in CFS in which social workers  
5 respond to CAR referrals that are determined to meet the legal definition for  
6 suspected child abuse and/or neglect. ER social workers investigate  
7 allegations of child maltreatment and assess risk and child safety to  
8 determine whether preventative services or protective custody interventions  
9 are required.

10           4.38 Enrollment Date: The date a child/youth is enrolled in a Wrap OC  
11 referral Senate Bill (SB) 163 slot.

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

19           4.40 Family/Families: Participant's parent(s), sibling(s), and other  
20 relatives related to the Participant by blood, marriage, and/or non-related  
21 extended family connection. Families include the adult(s) committed to a  
22 Participant and/or able to meet the Participant's needs. In most cases, the  
23 family will be a Participant's birth family or kin. In some cases, it may be  
24 might include a step-parent or blended family that has a significant healthy  
25 attachment. In other cases, it will be an adoptive family or a resource  
26 family (formerly known as foster family) with the potential to become a  
27 permanent family for the Participant. In most cases, the Participant will be  
28 able to identify the family that has a commitment to the Participant or that

1 has the potential to develop a commitment. This may include extended family  
2 or others who are seen by the Participant as significant and supportive.

3 4.41 Family-Centered: The needs of children addressed in the context  
4 of their families. Parent(s) or primary caregiver(s) who will participate in  
5 all aspects of the development and implementation of the POC, support, and  
6 services to the degree they are able and to the extent permitted by any  
7 outstanding orders of the court.

8 4.42 Family Maintenance Collaborative Services (FMCS): A CFS voluntary  
9 program designed to stabilize and maintain non-dependent children in their  
10 homes and who have been determined to be at high risk of child abuse or  
11 neglect. FMCS are designed to promote child safety, link families to  
12 community-based resources and reduce the need for protective custody.

13 4.43 Family Representative: Anyone that has a meaningful connection  
14 with the Participant and who is seen by the Participant as significant and  
15 supportive. This may include family member(s), relative(s), neighbor(s), or  
16 others who are involved with, and important to, the Participant such as a  
17 football coach or school teacher.

18 4.44 Family Review Process: The method of ensuring a system of care  
19 support, quality assurance, and continuous system improvement that provides  
20 family collaboration, facilitates quality assurance and involves periodic  
21 reviews and monitoring of individual POCs and outcomes, provides systemic  
22 support at both the Participant and Participant's family level and the system-  
23 practice level. This includes consultation between the Wrap OC Direct Service  
24 Provider and the WRIT or designee.

25 4.45 Family Setting: A living arrangement, which includes, or will  
26 include, the Participant and one or more relatives or caregivers who are  
27 willing to participate in a strength-based process and willing to work toward  
28 permanency for the Participant. This may include parents, relative

1 placements, NREFM placements, guardianships, resource families, or adoptive  
2 parents.

3 4.46 Flex Funds: The term used to identify the flexible use of State  
4 and County foster care funds and AAP funds needed to facilitate family self-  
5 sufficiency. Flex funds assist the family in meeting their basic needs to  
6 enable the Participant to remain with or be transitioned to their respective  
7 families or family-like settings, and/or aid the Participant and/or  
8 Participant's Family in developing and implementing more appropriate coping  
9 skills and behavior. Flex funds enable funding to be used for individualized,  
10 intensive Wrap OC interventions and services which include the creative use of  
11 funding to enable Participants to remain safely in the least-restrictive  
12 setting, ideally with their respective families or in family-like settings.

13 4.47 Formal Supports: System based services and support provided by  
14 professionals or other individuals who are paid to care. Formal Supports  
15 include a structure of requirements for which there is oversight by State or  
16 federal agencies, national professional associations, or the general public  
17 arena.

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

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

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

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

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

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

16           ~~40.44.54~~ Licensed Therapist: A A mental health care professional who  
 17 is licensed as a Licensed Clinical Social Worker (LCSW), ~~Marriage and Family~~  
 18 ~~Therapist (MFT) MFT,~~ or Psychologist Ph.D.

19           ~~14. PROFILE POPULATION~~

20           ~~In addition to the target population identified in Paragraph 4 of this~~  
 21 ~~Agreement, CONTRACTOR shall provide the services described in this Exhibit D~~  
 22 ~~to youths identified in Subparagraphs 1.1 through 1.3 of this Exhibit D.~~  
 23 ~~Service delivery shall be designed to provide individual, group, and family~~  
 24 ~~therapy for those Participants who have engaged in sexually inappropriate~~  
 25 ~~behaviors. The Participants served may be on probation or receiving services~~  
 26 ~~from SSA or the HCA. It is expected that Participant Families will be~~  
 27 ~~participating in Wraparound OC as a part of their case plan to maintain or~~  
 28 ~~move towards reunification. While the majority of Participants served will be~~

1 ~~adolescents who have engaged in sexually inappropriate behavior, some~~  
 2 ~~referrals are anticipated for Participants as young as eight (8) or nine (9)~~  
 3 ~~years of age.~~

4 ~~15. SERVICES~~

5 ~~CONTRACTOR shall provide therapeutic services to Participants who~~  
 6 ~~display sexually inappropriate behaviors as described in Subparagraphs 1.1~~  
 7 ~~through 1.3 of this Exhibit D. In providing these services, CONTRACTOR shall~~  
 8 ~~meet the following expectations:~~

9 ~~15.1 CONTRACTOR shall interview referred Participant and complete~~  
 10 ~~Initial Assessment/Treatment Plan within thirty (30) days of referral.~~  
 11 ~~Initial Assessment shall be no less than one (1) hour and no more than four~~  
 12 ~~(4) hours.~~

13 ~~15.2 Initial Assessment/Treatment Plan shall be completed on a form~~  
 14 ~~approved by ADMINISTRATOR and individualized as appropriate to the specific~~  
 15 ~~circumstances of Participant and Participant's Family.~~

16 ~~15.2.1 CONTRACTOR shall complete Assessment/Treatment plan and~~  
 17 ~~obtain approval of ADMINISTRATOR prior to providing any and all group,~~  
 18 ~~individual and/or family therapy.~~

19 ~~15.2.2 Group therapy shall not exceed eight (8) Participants per~~  
 20 ~~session.~~

21 ~~15.3 CONTRACTOR shall provide group, individual and/or family therapy~~  
 22 ~~based on assessment and treatment plan approved by ADMINISTRATOR. CONTRACTOR~~  
 23 ~~shall be culturally sensitive and responsive to the Participant.~~

24 ~~4.55 CONTRACTOR shall provide translation~~ Life Area: Areas of basic  
 25 human needs, including: family relationships; living environment; educational;  
 26 vocational/work; social/ recreational; financial; cultural;  
 27 emotional/psychological; medical/health; spiritual; safety; and legal. At its  
 28 sole discretion, ADMINISTRATOR may, with written notification to CONTRACTOR,

1 add, delete, and/or modify the identified life areas.

2 4.56 Linkages: Relationships between provider(s) and services in the  
3 community to the benefit of Participant and Participant's family.

4 4.57 Medical Home: A team-based health care delivery model of primary  
5 care to patients, with a goal to obtain maximal health outcomes, also known as  
6 the Patient-Centered Medical Home (PCMH) and typically, a Primary Care  
7 Physician, Pediatrician, or Medical Group.

8 4.58 Multi-Disciplinary Consultation Team (MDCT): A team collaboration  
9 with representatives from primarily SSA and HCA, and may also include  
10 Probation and OC Department of Education, to work with non-dependent children  
11 to reduce the need for protective custody and out of home placement by  
12 stabilizing and strengthening the family through a coordination of available  
13 services.

14 4.59 Non-Minor Dependent (NMD): A foster child who has attained the  
15 age of eighteen (18) years while in foster care and is younger than twenty-one  
16 (21) years, pursuant to WIC Section 11400(v). NMDs are required to meet at  
17 least one (1) of the AB 12 participation requirements and participate in a  
18 TILP under the support of SSA.

19 4.60 Orange County Intervention Management System (OCIMS) (formerly  
20 Multi-Agency Intervention Data System (MIDS)): Database system which is  
21 currently being tested for implementation to track data and create reports  
22 through the collaborative efforts of SSA, HCA, Probation, and Wrap OC Direct  
23 Service Providers. OCIMS will replace MIDS database currently utilized to  
24 collect data and generate reports for Wrap OC.

25 4.61 Out-of-County: Any California county other than Orange County.  
26 Out-of-County may also be extended to include out of state, as deemed  
27 necessary.

28 4.62 Parent Partner (PP): Wrap OC Direct Service Provider staff who

1 provides support to the Family Team and the Participant's  
2 parent(s)/caregiver(s) in particular. The PP is required to have a personal  
3 experience (ideally as a parent) with services provided through the County's  
4 Child Welfare Services, Probation, or Mental Health System for a minor  
5 child(ren) or person(s) who may be emotionally/behaviorally disturbed.

6 4.63 Participant ~~Family members. Under no circumstances shall~~  
7 ~~CONTRACTOR request and/or allow~~: A child/youth/NMD who meets the criteria  
8 for an Eligible Child as defined in this Exhibit and has been accepted into a  
9 Pre-Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.

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

21 4.65 Pre-Enrollment Date: Date the Participant is assigned to a Wrap  
22 OC Direct Service Provider to begin the Wrap OC Direct services, but prior to  
23 Enrollment Date.

24 4.66 Provider Network Program (PNP): A network of fee-for-service  
25 contracted agencies to provide specific, outcome-based services to children  
26 and families served by SSA in partnership with HCA and Probation Department  
27 for children and families served through Wrap OC. PNP providers deliver  
28 diverse and tailored services. PNP is also known as CWSRSS.



1           4.67 Post-Enrollment Date: Date the Participant is removed from an  
2 Enrolled Wrap OC referral slot. Participant and Participant's family may  
3 continue to be involved in Wrap OC with the Wrap OC Direct Service Provider  
4 for the duration of the POC in effect, up to three (3) months, after which the  
5 Participant will be considered Concluded from Wrap OC. The length of the  
6 Post-Enrollment period is set in the Participant's POC and must be approved by  
7 a Wrap OC Liaison (or designee).

8           4.68 Quality Assurance (QA): Methods, including the use of  
9 interdisciplinary teams, established by ADMINISTRATOR to review the process,  
10 performance and outcome measures, and identify opportunities for improvement.

11           4.69 Rate Classification Level (RCL): Formerly the level established  
12 by CDSS for a residential treatment or group home. RCL is used as a point  
13 system to measure the level or intensity of care and supervision required and  
14 provided. Points are based on the number of hours per child, per month, of  
15 services provided in Child Care and Supervision, Social Work Activities, and  
16 Mental Health Treatment Services.

17           4.70 Referral Slot: An allotted place in Wrap OC Program. Includes an  
18 alpha-numeric identifier, which identifies the referring Agency and funding  
19 status of a case that is assigned to each Participant.

20           4.71 Safety Plan: A plan developed by the CFT which includes the  
21 Participant and the Participant's family and/or caregiver(s), in conjunction  
22 with the POC. The Safety Plan provides the Participant and Participant's  
23 family with actions, contacts, responses, and responsibilities to respond to  
24 crises which a child/youth/NMD or family can reasonably predict while in Wrap  
25 OC. It provides a plan for Participants with a history of violence, sexual  
26 acting out, delinquency, and family members with histories of substance abuse  
27 and/or other problems. The Safety Plan is required to address specific,  
28 identified behavioral issues and triggers to ensure these behaviors/triggers

1 are mitigated and/or controlled. It is also required to inform the  
 2 Participant's family, all Family Team members and all team service providers,  
 3 as appropriate, of these plans to ensure they are aware of and knowledgeable  
 4 about, how to implement the crisis management strategy and how to contact  
 5 CONTRACTOR.

6 4.72 Satisfaction Surveys: Surveys to measure Participant's,  
 7 Participant's family, and the referring Wrap OC Direct Service Provider's  
 8 overall satisfaction with Wrap OC, and its specific aspects to recognize  
 9 strengths, and identify problems and opportunities for improvement.

10 4.73 Self-Sufficiency: The ability to secure the services and support  
 11 each Participant and Participant's family needs to meet the needs of the  
 12 family and its individual members without the continued assistance of Wrap OC.

13 ~~40.5~~ 4.74 Senate Bill (SB) 163: Wrap Services Project allows counties  
 14 the flexible use of State foster care dollars to provide ~~translation for~~  
 15 ~~Family members.~~ eligible children with family-based service alternatives to  
 16 group home care using Wrap as the service process for creating individualized  
 17 services and support for children and their families. Wrap serves children  
 18 who are currently residing, or at risk of being placed, in a group home which  
 19 was formerly licensed at an RCL of ten-to-sixteen (10-16).

20 ~~15.4 It shall be understood ADMINISTRATOR considers Multi-systemic~~  
 21 ~~Therapy and Family Functional Therapy effective models of therapy with~~  
 22 ~~juveniles who commit sexually abusive behavior and are therefore preferred~~  
 23 ~~models.~~

24 ~~15.5 CONTRACTOR shall use one (1) of the currently recognized juvenile~~  
 25 ~~sex offender assessment tools such as the Juvenile Risk Assessment Tool (J-~~  
 26 ~~RAT), Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR), or~~  
 27 ~~Juvenile Sex Offender Assessment Protocol - II (J-SOAP II), or other~~  
 28 ~~comparable instruments as approved in advance by ADMINISTRATOR.~~

1           ~~15.5.1 CONTRACTOR shall not be authorized to implement nor be~~  
2 ~~reimbursed for controversial therapy such as “holding”, “lie detector” and/or~~  
3 ~~psycho-physiological” testing.~~

4           ~~15.5.2 CONTRACTOR’s therapy services shall be in alignment with~~  
5 ~~the guidelines, terms and conditions of the COUNTY’s Probation Department for~~  
6 ~~referred Participants who are in formal or informal probation.~~

7           ~~15.5.3 CONTRACTOR’s provided therapy tools and materials, such~~  
8 ~~as, but not limited to, pamphlets, workbooks, and manuals shall be provided at~~  
9 ~~no charge to Participant, Participant’s Family or ADMINISTRATOR.~~

10          ~~15.6 CONTRACTOR shall become familiar with the Wraparound program model~~  
11 ~~and establish cooperative working relationships with the Family Team.~~

12          ~~15.7 CONTRACTOR shall cooperate with ADMINISTRATOR and direct service~~  
13 ~~agency in the exchange of information and documentation regarding the transfer~~  
14 ~~of Participant(s) to another PNP Sexual Behavior Treatment provider.~~

15          ~~15.8 CONTRACTOR shall provide services to Participant for the length of~~  
16 ~~time determined by the Therapist’s findings and the terms and conditions of~~  
17 ~~ADMINISTRATOR, not to exceed six (6) months per service request.~~

18          ~~15.9 CONTRACTOR shall verbally notify ADMINISTRATOR, assigned DPO and~~  
19 ~~direct service agency within twenty-four (24) hours of intent to terminate~~  
20 ~~treatment by either the Participant or therapist.~~

21          ~~15.9.1 CONTRACTOR shall provide written notification to~~  
22 ~~ADMINISTRATOR, assigned DPO and direct service agency within three (3)~~  
23 ~~business days on a format approved by ADMINISTRATOR of intent to terminate.~~

24          ~~15.10 CONTRACTOR shall allow ADMINISTRATOR access to all Participant~~  
25 ~~case files and attendance logs. CONTRACTOR case files shall contain case~~  
26 ~~notes of all contacts, reports, and documentation related to the Participant’s~~  
27 ~~treatment.~~

28          ~~15.11 CONTRACTOR shall comply with the following Victim’s Services:~~

1           ~~15.11.1 CONTRACTOR shall not compel victim(s) of the Participant~~  
2 ~~to participate in a program.~~

3           ~~15.11.2 CONTRACTOR shall inform parent/caregiver of victim of any~~  
4 ~~threats of violence made by Participant during the course of treatment.~~

5           ~~15.11.3 CONTRACTOR shall immediately report any violence or~~  
6 ~~threats of violence, to ADMINISTRATOR and assigned direct service agency; as~~  
7 ~~well as any report required by law.~~

8           ~~15.11.4 CONTRACTOR shall not release any confidential information~~  
9 ~~including a victim's and/or a victim's family's whereabouts to Participant~~  
10 ~~and/or Participant's parent/caregiver(s).~~

11           ~~15.11.5 If the victim is a family member of the Participant,~~  
12 ~~CONTRACTOR shall obtain the victim's therapist concurrence and approval from~~  
13 ~~ADMINISTRATOR before family reunification can occur.~~

14           ~~15.12 CONTRACTOR shall attend one (1) FTM per month per referral as~~  
15 ~~requested by direct service agency.~~

16           ~~15.13 CONTRACTOR shall provide monthly case notes, in a format approved~~  
17 ~~by ADMINISTRATOR, to the direct service agency three (3) days prior to FTM.~~

18           ~~15.14 CONTRACTOR shall not utilize volunteers and/or interns to provide~~  
19 ~~services specified in this Exhibit D.~~

20           ~~15.15 Service Extensions~~

21           ~~15.15.1 CONTRACTOR shall obtain prior written approval from~~  
22 ~~ADMINISTRATOR for any extension of service delivery. CONTRACTOR must request~~  
23 ~~an extension at least thirty (30) calendar days in advance of the expected~~  
24 ~~date of termination of services.~~

25           ~~15.15.2 ADMINISTRATOR will authorize services for a specified time~~  
26 ~~period in each referral. CONTRACTOR's continuance of services beyond the~~  
27 ~~specified time period without written authorization from ADMINISTRATOR to~~  
28 ~~extend services may be considered in breach under Paragraph 19 of this~~

1 ~~Agreement and shall not be eligible for reimbursement. It shall be the~~  
2 ~~CONTRACTOR's responsibility to document and keep track of the beginning and~~  
3 ~~ending dates of service.~~

4 ~~15.15.3 Extensions for continued service delivery on closed cases~~  
5 ~~may not be approved by ADMINISTRATOR. CONTRACTOR's continuance of services,~~  
6 ~~without prior written authorization from ADMINISTRATOR, to a Participant or~~  
7 ~~Participant's Family who does not have an open case shall be considered out of~~  
8 ~~compliance and shall not be eligible for reimbursement.~~

9 ~~15.16 Conclusion of Services~~

10 ~~CONTRACTOR shall participate in Participant Family's written~~  
11 ~~evaluation of services within seven (7) business days of completion of~~  
12 ~~services, as directed by ADMINISTRATOR.~~

13 ~~16. ADDITIONAL CONTRACTOR RESPONSIBILITIES~~

14 ~~In addition to providing the services described in Paragraph 3 of this~~  
15 ~~Exhibit D, CONTRACTOR agrees to:~~

16 ~~16.1 Provide intensive, strength and needs based services and supports,~~  
17 ~~using a community based and family centered process. Services and supports~~  
18 ~~must be individualized and comprehensive, provided in a manner that is~~  
19 ~~culturally responsive and linguistically appropriate for the population~~  
20 ~~served. CONTRACTOR shall recruit, hire, and maintain staff that can provide~~  
21 ~~services to the diverse population served by Wraparound OC.~~

22 ~~16.2 Provide services in the appropriate language and in a culturally~~  
23 ~~sensitive manner. CONTRACTOR's staff shall have the language skills and~~  
24 ~~cultural awareness necessary to communicate fully and effectively and in a~~  
25 ~~setting accessible to diverse communities.~~

26 ~~16.3 Establish, model and maintain professional boundaries among staff~~  
27 ~~and in all interactions with Participants and families~~

28 ~~16.4 Develop and implement policies and procedures as established and~~

1 provided by ADMINISTRATOR. CONTRACTOR shall maintain documentation of such  
2 efforts which may include, but is not limited to:

3 ~~16.4.1 Participation in COUNTY sponsored and other applicable~~  
4 ~~training;~~

5 ~~16.4.2 Availability of literature in multiple languages and~~  
6 ~~formats as appropriate; and~~

7 ~~16.4.3 Identification of measures taken to enhance~~  
8 ~~accessibility for, and sensitivity to, physically challenged communities.~~

9 ~~16.5 Ensure language translation needed for services shall be provided~~  
10 ~~by qualified staff and not by the Participant and/or Participant's~~  
11 ~~parent/caregiver/family members or any minor youth or children.~~

12 ~~16.6 Post Safely Surrendered Baby posters in the reception area of~~  
13 ~~every office where Participants are served in an effort to maintain public~~  
14 ~~awareness of the "Safe Arms for Newborns" law (California Health and Safety~~  
15 ~~Code Section 1255.7). The materials are available through CDSS at the~~  
16 ~~following websites: [www.dss.cahwnet.gov/cdssweb/FormsandPU\\_271.htm](http://www.dss.cahwnet.gov/cdssweb/FormsandPU_271.htm) (English~~  
17 ~~version), or [www.dss.cahwnet.gov/cdssweb/SpanishTra\\_275.htm](http://www.dss.cahwnet.gov/cdssweb/SpanishTra_275.htm) (Spanish version).~~

18 ~~16.7 Ensure services are outcome driven and indicators identified must~~  
19 ~~accurately reflect progress towards the stated service delivery goals. The~~  
20 ~~Participant and/or Participant Family gains after intervention (or lack~~  
21 ~~thereof) must be measured. CONTRACTOR should be able to clearly state what~~  
22 ~~changes took place in the Participant and/or Participant Family.~~

23 ~~16.8 Appear and testify at Juvenile Court hearings, when subpoenaed.~~

24 ~~16.9 Attend meetings as specified in Subparagraph 12 of this Exhibit D.~~

25 ~~16.10 Complete a Special Incident Report (SIR) in accordance with~~  
26 ~~Subparagraph 9.5 of this Exhibit D.~~

27 ~~16.11 Ensure staff becomes familiar with the Wraparound OC program model~~  
28 ~~and establish cooperative working relationships with the Participants' Family~~

1 ~~Teams.~~

2 ~~17. FACILITIES~~

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

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

8 ~~18. SERVICE EVALUATION~~

9 ~~ADMINISTRATOR shall evaluate CONTRACTOR's service delivery based on, but~~  
10 ~~not be limited to, the following:~~

11 ~~18.1 Number of referred Participants served monthly and quarterly~~  
12 ~~throughout the service period, and the number of service days provided per~~  
13 ~~Participant.~~

14 ~~18.2 Timeliness of service from CONTRACTOR's receipt of referral until~~  
15 ~~services are provided.~~

16 ~~18.3 Participant, Participant Family and direct service agency feedback~~  
17 ~~to ADMINISTRATOR regarding CONTRACTOR's service.~~

18 ~~18.4 Consistency and quality in reports submitted to ADMINISTRATOR,~~

19 ~~18.5 Accuracy and completeness of invoicing to ADMINISTRATOR,~~

20 ~~18.6 Ability to properly adhere to ADMINISTRATOR's SIR process, if~~  
21 ~~applicable.~~

22 ~~18.7 Ongoing service delivery to Participant until services have~~  
23 ~~terminated~~

24 ~~18.8 Ability to meet agreed upon schedule of appointments and the~~  
25 ~~number of times CONTRACTOR fails to meet appointments regardless of reason~~

26 ~~18.9 Absence of repeated offenses of a sexual nature by Participant,~~  
27 ~~and~~

28 ~~18.10 Compliance with service related guidelines and conditions of~~

1 COUNTY's Probation Department and ADMINISTRATOR.

2 ~~19. STAFF TRAINING~~

3 ~~CONTRACTOR'S direct service staff and program director shall attend the~~  
4 ~~following trainings. CONTRACTOR shall maintain completion of training~~  
5 ~~documentation onsite.~~

6 ~~19.1 General PNP Introductory Training: General introductory training~~  
7 ~~focusing on the fundamentals of the PNP process. Training will be provided by~~  
8 ~~ADMINISTRATOR, will consist on one (1) session and may last up to three (3)~~  
9 ~~hours per session. Direct service staff shall have completed training prior~~  
10 ~~to providing service to Participants.~~

11 ~~19.2 Wraparound OC Overview Training: Overview focusing on the~~  
12 ~~fundamentals of Wraparound OC. Training will be provided by ADMINISTRATOR,~~  
13 ~~will consist on one (1) session and may last up to three (3) hours per~~  
14 ~~session. Direct service staff shall have completed training prior to~~  
15 ~~providing service to Participants.~~

16 ~~19.3 General Wraparound OC Training: Provided by ADMINISTRATOR,~~  
17 ~~training addresses changes in and needs of the target population.~~

18 ~~20. CASE RECORDS~~

19 ~~CONTRACTOR shall maintain case records on each Participant. All records~~  
20 ~~shall be maintained in English; and English translation of all bilingual~~  
21 ~~correspondence and forms shall be maintained in the file for audits and~~  
22 ~~Utilization Reviews. Records shall include, but not be limited to:~~

23 ~~20.1 Participant's name, address, phone number, and employment~~  
24 ~~information.~~

25 ~~20.2 Referral form and any referral documentation provided by~~  
26 ~~ADMINISTRATOR.~~

27 ~~20.3 Monthly Progress Reports.~~

28 ~~20.4 Monthly Program Reports.~~



1           ~~20.5 Final Summary Report.~~

2           ~~20.6 No Show Letters.~~

3           ~~20.7 Initial Assessment/Treatment Plan.~~

4           ~~20.8 Request for extension and extension authorization, if applicable.~~

5           ~~20.9 Standardized case notes/chronological process of services, with~~  
6 ~~signed and dated entries, if applicable.~~

7           ~~20.10 Emergency information.~~

8           ~~20.11 Special Incident Reports.~~

9           ~~20.12 Authorization to release information between ADMINISTRATOR and~~  
10 ~~CONTRACTOR signed by Participant's parent/caregiver(s).~~

11           ~~20.13 Community resource linkage, if applicable.~~

12           ~~20.14 Copies of Receipt for Service forms, and~~

13           ~~20.15 Copies of Invoices/Claim forms.~~

14       ~~21. REPORTS~~

15           ~~In addition to the requirements of Paragraph 38 of this Agreement,~~  
16 ~~CONTRACTOR shall prepare and submit to ADMINISTRATOR written reports~~  
17 ~~including, but not limited to, the following: \_\_\_\_\_~~

18           ~~21.1 Monthly Progress Report~~

19           ~~CONTRACTOR shall submit to ADMINISTRATOR, in a format approved by~~  
20 ~~ADMINISTRATOR, a Monthly Progress Report by the fifteenth (15<sup>th</sup>) day of each~~  
21 ~~month for each Participant served during the preceding month. CONTRACTOR~~  
22 ~~shall not be required to submit a report for months when CONTRACTOR does not~~  
23 ~~provide services. Monthly Process Report shall include, but not be limited~~  
24 ~~to:~~

25           ~~21.1.1 All monthly contacts, in detail, with Participant and/or~~  
26 ~~Participant Family.~~

27           ~~21.1.2 All written and verbal communication with ADMINISTRATOR~~  
28 ~~and direct service agency.~~

1 ~~21.1.3 Participant's progress in program and in meeting goals,~~  
2 ~~21.1.4 CONTRACTOR's attendance at FTMs, and~~  
3 ~~21.1.5 Any SIR completed for the Participant and/or Participant~~  
4 ~~Family.~~

5 ~~21.2 Monthly Program Report~~

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

11 ~~21.2.1 Program summary of service activities delivered during the~~  
12 ~~month,~~

13 ~~21.2.2 Number of FTMs attended by CONTRACTOR staff during the~~  
14 ~~month,~~

15 ~~21.2.3 Anticipated staff and bilingual language availability for~~  
16 ~~the upcoming month,~~

17 ~~21.2.4 Number of new and existing referrals assigned to~~  
18 ~~CONTRACTOR staff during the month,~~

19 ~~21.2.5 Number of active, expected to close, and terminated~~  
20 ~~referrals during the month,~~

21 ~~21.2.6 Number of extensions approved by ADMINISTRATOR and pending~~  
22 ~~during the month, and~~

23 ~~21.2.7 Changes in certification of licensure of staff.~~

24 ~~21.3 No Show Letter~~

25 ~~CONTRACTOR shall alert ADMINISTRATOR and direct service agency by~~  
26 ~~telephone within two (2) business days if Participant and/or Participant~~  
27 ~~Family fails to appear for an appointment for any reason. Subsequently,~~  
28 ~~CONTRACTOR shall complete No Show Letter process as follows:~~

1                   ~~21.3.1 Within two (2) business days of event, CONTRACTOR shall~~  
2 ~~send No Show letter to Participant's parent/caregiver, each time the~~  
3 ~~Participant and/or Participant Family member fails to show for an appointment~~  
4 ~~unless the Participant's parent/caregiver has rescheduled within twenty-four~~  
5 ~~(24) hours of the appointment. The "calendar week" is defined as Sunday~~  
6 ~~through Saturday.~~

7                   ~~21.3.2 CONTRACTOR shall send a copy of letter to direct service~~  
8 ~~agency within two (2) business days, and retain a copy in file.~~

9                   ~~21.3.3 No Show letter shall alert the Participant and/or~~  
10 ~~Participant Family that three (3) failed appointments will result in~~  
11 ~~termination of services and note the date(s) of missed appointment(s).~~

12                   ~~21.3.4 No Show letter shall be written in Participant Family's~~  
13 ~~primary language.~~

14                   ~~21.3.5 CONTRACTOR's second and subsequent No Show letters shall~~  
15 ~~be sent to the Participant Family and direct service agency, and shall denote~~  
16 ~~the original and subsequent No Show date, as applicable.~~

17                   ~~21.3.6 Final/Termination letter shall be sent to the family,~~  
18 ~~direct service agency and ADMINISTRATOR, and denote all three (3) "No Show"~~  
19 ~~dates.~~

20                   ~~21.3.7 CONTRACTOR shall utilize No Show letter format approved by~~  
21 ~~ADMINISTRATOR. English translation of letters mailed to Participant Family in~~  
22 ~~their primary language, when other than English, must be filed in the case~~  
23 ~~file.~~

24                   ~~21.4 Final Summary Report~~

25                   ~~CONTRACTOR shall submit, in a format approved by ADMINISTRATOR, a~~  
26 ~~Final Summary Report for each referred Participant, no later than fifteen (15)~~  
27 ~~calendar days of last contact with the Participant, which shall include, but~~  
28 ~~no be limited to:~~

1                   ~~21.4.1 A summary of all Monthly Progress and Program Reports~~  
2 ~~specifying services and outcomes, and~~

3                   ~~21.4.2 Clear, concise identification of significant issues~~  
4 ~~regarding the Participant.~~

5                   ~~21.5 Special Incident Report~~

6                   ~~CONTRACTOR shall complete a Special Incident Report (SIR), in the~~  
7 ~~: A significant event there is any incident of unusual, aggressive, or high-~~  
8 ~~risk behavior by a Participant and/or in a Participant's Family member(s);~~  
9 ~~there life. Events may include, but are any injuries or death suffered by any~~  
10 ~~party or loss of property during delivery of services; any time not limited~~  
11 ~~to: Participant or Participant's and/or Participant's Familyfamily member's~~  
12 ~~confidentiality is compromised; or if services are terminated early due to the~~  
13 ~~Participant and/or Participant's Family member(s) refusing to participate or~~  
14 ~~exhibiting inappropriate behavior. In such event(s), CONTRACTOR shall:~~

15                   ~~21.5.1 Immediately notify ADMINISTRATOR, assigned Probation~~  
16 ~~Officer, Mental Health Worker or SSA Social worker, and direct services agency~~  
17 ~~of the incident by telephone.~~

18                   ~~21.5.2 Complete SIR form provided by ADMINISTRATOR and follow~~  
19 ~~applicable instructions, clearly identifying the specific information~~  
20 ~~regarding the incident, and~~

21                   ~~21.5.3 Submit SIR to ADMINISTRATOR within twenty four (24) hours~~  
22 ~~of the special incident.~~

23 ~~22. UTILIZATION REVIEW~~

24                   ~~CONTRACTOR shall make available, within ten (10) days from the date of~~  
25 ~~the request by ADMINISTRATOR, a selection of CONTRACTOR's case records for~~  
26 ~~those Participants referred by ADMINISTRATOR. The review shall include, but~~  
27 ~~is not limited to, an evaluation of the necessity and appropriateness of~~  
28 ~~services provided, length of services, and timeliness of required reports.~~

1 ~~Cases to be reviewed shall be selected by ADMINISTRATOR.~~

2 ~~ADMINISTRATOR shall have the final right and sole discretion to resolve~~  
3 ~~any dispute as to the necessity and appropriateness of services, the length of~~  
4 ~~services, and/or timeliness of required reports and his/her decision shall be~~  
5 ~~final.~~

6 ~~ADMINISTRATOR may, at its sole discretion, suspend CONTRACTOR's~~  
7 ~~referrals pending resolution of any and all contract or service delivery~~  
8 ~~issue.~~

9 ~~23. CONFLICT RESOLUTION~~

10 ~~For resolution of conflict between ADMINISTRATOR and CONTRACTOR in~~  
11 ~~regards to differences of opinion pertaining to delivery of services, the~~  
12 ~~following shall apply:~~

13 ~~23.1 In the event CONTRACTOR and ADMINISTRATOR, or ADMINISTRATOR's~~  
14 ~~designee, are unable to resolve differences of opinion regarding the necessity~~  
15 ~~and/or appropriateness of services, length of treatment, and/or timeliness of~~  
16 ~~required treatment reports, the parties shall attempt to resolve the dispute~~  
17 ~~in the following order:~~

18 ~~23.1.1 CONTRACTOR and assigned Care Coordinator, COUNTY Social~~  
19 ~~Worker, Probation Officer or Mental Health Worker shall first attempt to~~  
20 ~~resolve the dispute.~~

21 ~~23.1.2 If CONTRACTOR and assigned Care Coordinator, COUNTY Social~~  
22 ~~Worker, Probation Officer or Mental Health Worker are unable to resolve the~~  
23 ~~dispute, then CONTRACTOR and ADMINISTRATOR's Program Manager, or other~~  
24 ~~ADMINISTRATOR designee, shall attempt to resolve the dispute.~~

25 ~~23.1.3 ADMINISTRATOR's Program Manager or ADMINISTRATOR designee~~  
26 ~~shall have the final right and sole discretion to resolve any dispute as to~~  
27 ~~the necessity and appropriateness of services, the length of services, and/or~~  
28 ~~timeliness of required reports and his/her decision shall be final.~~

1                   ~~23.1.4 In the event a complaint is received from Participant~~  
2 ~~and/or Participant's Family and/or ADMINISTRATOR, CONTRACTOR shall comply with~~  
3 ~~an investigation and/or utilization review, and~~

4                   ~~23.1.5 ADMINISTRATOR shall have sole discretion in placing~~  
5 ~~CONTRACTOR on a do not refer status and reassigning current referrals to~~  
6 ~~another Contractor pending outcome of an investigation and/or utilization~~  
7 ~~review.~~

#### 8 ~~24. MEETINGS~~

9                   ~~CONTRACTOR's direct service staff may be required to participate in~~  
10 ~~Wraparound OC Family Team Meetings (FTM), Emergency Team Meetings (ETM), Team~~  
11 ~~Decision Making (TDM) meetings and Multi-disciplinary Team (MDT) meetings, at~~  
12 ~~the request of ADMINISTRATOR. FTM, ETM, TDM and MDT meetings may occur at a~~  
13 ~~location other than CONTRACTOR's facility.~~

14                   ~~24.1 FTMs occur to make certain the needs of the Participant and/or~~  
15 ~~Participant Family are the primary focus and efforts at resolving needs are~~  
16 ~~diligently applied. Every effort is made to ensure the family voice is heard~~  
17 ~~and that the Participant Family takes ownership of the process. This process~~  
18 ~~is highly individualized for each Participant and seeks to maximize the~~  
19 ~~capacity of a Participant Family to meet the Participant's needs, and prevent~~  
20 ~~or reduce residential placement.~~

21                   ~~24.2 ETMs, modeled after TDM Meetings, are held to address~~  
22 ~~Participant's safety issues and placement concerns.~~

23                   ~~24.3 TDM incorporates a strength-based, consensus-driven, respectful~~  
24 ~~process that models directness and honesty regarding risks and concerns~~  
25 ~~involving placement decisions. Through the involvement of families and~~  
26 ~~communities, TDM promotes the value that families are experts about~~  
27 ~~themselves, and communities are experts about community resources. TDM~~  
28 ~~sessions may require up to ninety (90) minutes per session.~~

1           ~~24.4 MDT consists of a team of three (3) or more persons who are~~  
2 ~~trained in the prevention, identification, and treatment~~serious injury or  
3 death; occurrence of child ~~abuse and neglect cases and qualified to provide a~~  
4 ~~broad range of services related to child abuse. MDT sessions may require up~~  
5 ~~to two (2) hours per session~~

6           ~~24.5 CONTRACTOR may be required to attend quarterly PNP and QA meeting~~  
7 ~~at the discretion of the ADMINISTRATOR.~~

8 ~~25. COMPENSATION~~

9           ~~25.1 Initial Assessment: COUNTY shall pay CONTRACTOR, monthly in~~  
10 ~~arrears, four hundred and eighty dollars (\$480) per Initial Assessment of~~  
11 ~~referred Participant.~~

12           ~~25.2 Individual Session: COUNTY shall pay CONTRACTOR, monthly in~~  
13 ~~arrears, one hundred and twenty dollars (\$120) per Individual Session.~~

14           ~~25.3 Group Session: COUNTY shall pay CONTRACTOR, monthly in arrears,~~  
15 ~~fifty dollars (\$50) per Participant per Group Session. Group session shall~~  
16 ~~not exceed eight (8) Participants.~~

17           ~~25.4 Family Session: COUNTY shall pay CONTRACTOR, monthly in arrears,~~  
18 ~~one hundred and twenty dollars (\$120) per Family Session.~~

19           ~~25.5 Juvenile Court: COUNTY shall pay CONTRACTOR, monthly in arrears,~~  
20 ~~fifty dollars (\$50) per hour for actual time spent in Juvenile Court pursuant~~  
21 ~~to subpoena.~~

22           ~~25.6 Training: COUNTY shall pay CONTRACTOR, monthly in arrears, fifty~~  
23 ~~dollars (\$50) per hour for actual time spent in trainings specified in~~  
24 ~~Paragraph 7 of this Exhibit D.~~

25           ~~25.7 Meeting: COUNTY shall pay CONTRACTOR, monthly in arrears, fifty~~  
26 ~~dollars (\$50) per hour for actual time spent in meetings specified in~~  
27 ~~Paragraph 12 of this Exhibit D.~~

28           ~~25.8 Travel Time: COUNTY shall pay CONTRACTOR, monthly in arrears,~~

1 ~~fifty dollars (\$50) per hour for actual travel time to Juvenile Court and to~~  
2 ~~COUNTY approved trainings and meetings as specified in Paragraphs 7 and 12 of~~  
3 ~~this Exhibit D.~~

4 ~~25.8.1 Travel time identified will be paid in fifteen (15) minutes~~  
5 ~~increments as follows:~~

- 6 ~~▪ 0-15 minutes = \$12.50~~
- 7 ~~▪ 16-30 minutes = \$25.00~~
- 8 ~~▪ 31-45 minutes = \$37.50~~
- 9 ~~▪ 46-60 minutes = \$50.00~~

9 ~~25.9 No payment will be made for the following:~~

10 ~~25.9.1 Consultation time with ADMINISTRATOR prior to receipt of~~  
11 ~~ADMINISTRATOR's referral form,~~

12 ~~25.9.2 Services provided to Participant and/or Participant's~~  
13 ~~parent/caregiver prior to the authorization approval date or after the~~  
14 ~~authorization end date, without an approved extension from ADMINISTRATOR,~~

15 ~~25.9.3 No Shows,~~

16 ~~25.9.4 Non approved therapies as addressed in Subparagraph 3.6.1~~  
17 ~~of this Exhibit D. or~~

18 ~~25.9.5 Mileage or parking costs regardless of service.~~

19 ~~26. STAFFING AND LICENSURE REQUIREMENTS~~

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

22 ~~26.1 Shall be approved by, and continuously remain in good standing~~  
23 ~~with, the County of Orange Probation Department for Approved Sexual Offending~~  
24 ~~Treatment Providers.~~

25 ~~26.2 Conduct initial or pre-hire background checks on all PNP staff, in~~  
26 ~~accordance with Paragraph 26 Personnel Disclosure of this Agreement and~~  
27 ~~including, but not limited to:~~

28 ~~26.2.1 Criminal records including Department of Justice, Federal~~



1 ~~Bureau of Investigation and Child Abuse Central Index (CACI);~~

2 ~~26.2.2 Health (including tuberculosis)/drug screening;~~

3 ~~26.2.3 Fingerprinting (Live Scan);~~

4 ~~26.2.4 HCA Sanctions;~~

5 ~~26.2.5 Department of Motor Vehicle (DMV);~~

6 ~~26.2.6 Professional License and insurance status (as applicable);~~

7 ~~26.2.7 Sanction screenings (Office of Inspector General, System~~  
8 ~~for Award Management (SAM)).~~

9 ~~26.3 Obtain annual updated clearances and maintain a method of~~  
10 ~~obtaining timely and subsequent updated records notifications including~~  
11 ~~monitoring of driver license suspensions, tickets, accidents or other~~  
12 ~~vehicular violations. If any subsequent negative criminal, professional, DMV~~  
13 ~~or CACI record information is obtained, CONTRACTOR shall immediately notify~~  
14 ~~ADMINISTRATOR.~~

15 ~~CONTRACTOR shall provide the following described staff positions:~~

16 ~~26.4 Program Director/Supervisor who shall:~~

17 ~~26.4.1 Have a degree that meets or exceeds a Master's level,~~  
18 ~~PsyD, /youth/NMD or dependent adult or elder maltreatment; hospitalization;~~  
19 ~~delinquent acts; in social work, psychology or related discipline or M.D. with~~  
20 ~~psychiatric training.~~

21 ~~26.4.2 Be a licensed therapist or psychiatrist licensed to~~  
22 ~~practice in the State of California and have substantial expertise and~~  
23 ~~experience in the treatment of sex offenders in which abuse and violence has~~  
24 ~~occurred; or be licensed by the State of California Medical Board to practice~~  
25 ~~psychiatry.~~

26 ~~26.4.3 Be licensed in good standing with the Board of Psychology,~~  
27 ~~Board of Behavioral Sciences, or Medical Board.~~

28 ~~26.4.4 Have a minimum of five (5) years' experience conducting sex~~

1 ~~offender treatment.~~

2 ~~40.64.75 Have significant knowledge regarding, but not limited to,~~  
3 ~~the dynamics of child abuse, sexual abuse, substance abuse issues; and the~~  
4 ~~criminal justice and corrections systems; and the ; property damage;~~  
5 ~~AWOL/runaway episodes; illegal activity; and/or involvement with law and~~  
6 ~~procedures of the legal system, and enforcement.~~

7 ~~26.4.5 Have completed graduate studies, training courses and/or~~  
8 ~~gained significant experience in a majority of the following topics:~~

9 ~~26.4.5.1 Counseling and psychotherapy; personality theory~~  
10 ~~and disorders; etiology of sexual deviance; psychometric assessment; risk~~  
11 ~~assessment; sexual arousal assessment and reconditioning; physiological~~  
12 ~~measurements; human sexuality, individual, dyad, group, couple and family~~  
13 ~~counseling; social competency training; relapse prevention; behavior~~  
14 ~~modification; cognitive restructuring therapy; culturally specific treatment~~  
15 ~~needs; treatment of special needs clients; pharmacological therapy;~~  
16 ~~victimology; federal or state sexual abuse statutes; and ethics and~~  
17 ~~professional standards.~~

18 Duties:

19 ~~26.4.6 Review all service requests, assign and match staff to~~  
20 ~~families individual needs including but not limited to language and cultural~~  
21 ~~preferences,~~

22 ~~26.4.7 Maintain cooperative and effective working relationships~~  
23 ~~with her/his staff in order to provide maximum support to Participants and~~  
24 ~~families.~~

25 ~~26.4.8 Inform ADMINISTRATOR of emergency or critical incident~~  
26 ~~involving Participant and submit necessary paperwork.~~

27 ~~26.4.9 Ensure that all documents and procedural forms are signed~~  
28 ~~and submitted to ADMINISTRATOR within designated time frames.~~

1                   ~~26.4.10 Maintain accountability for all Wraparound OC Policies~~  
2 ~~and Procedures as provided by ADMINISTRATOR.~~

3                   ~~26.4.11 Provide orientation and training in Wraparound OC to all~~  
4 ~~new PNP Staff.~~

5                   ~~26.4.12 Monitor service utilization, review progress on~~  
6 ~~identified family goals, ensure modifications to interventions when necessary.~~

7                   ~~26.4.13 Monitor and report to ADMINISTRATOR all PNP Staff,~~  
8 ~~activities if called to testify in Juvenile Court and/or if Wraparound OC~~  
9 ~~records are subpoenaed.~~

10                  ~~26.4.14 Assess training and skill building needs to ensure PNP~~  
11 ~~staff stay compliant with all Contract mandates.~~

12                  ~~26.4.15 Conduct regular meetings with PNP staff to share~~  
13 ~~information regarding Wraparound issues and the status of involvement with~~  
14 ~~individual families, including a minimum of one (1) hour per week of~~  
15 ~~individual supervision, and regular team group supervision. Individual~~  
16 ~~supervision shall include ongoing coaching, feedback and support regarding~~  
17 ~~each PNP staff strengths as well as areas requiring improvement.~~

18                  ~~26.4.16 Participate in mandatory trainings and ensure that PNP~~  
19 ~~staff also participate in mandatory trainings as determined by ADMINISTRATOR.~~

20                  ~~26.4.17 Provide coverage for PNP staff, as needed.~~

21                  ~~26.4.18 Assist PNP Staff in building on family strengths,~~  
22 ~~assessing goals, and utilizing community resources.~~

23                  ~~26.4.19 Provide PNP staff with ongoing assistance to work through~~  
24 ~~crisis situations as well as day-to-day trouble shooting.~~

25                  ~~26.4.20 Review all service requests pending conclusion with PNP~~  
26 ~~staff assigned to the case, and ensure adequate transition planning.~~

27                  ~~26.4.21 Conduct regular performance evaluations for staff~~  
28 ~~assigned for supervision.~~

1                   ~~26.4.22 Ensure boundaries are established and maintained between~~  
2 ~~staff and Participants and/or Participants' families.~~

3                   ~~26.4.23 Review all documentation prepared by PNP staff under~~  
4 ~~supervision, for services provided by PNP.~~

5                   ~~26.4.24 Review program documentation to ensure accuracy and~~  
6 ~~fidelity to the Wraparound process and PNP requirements, and~~

7                   ~~26.4.25 Adhere to the Code of Conduct as required by CONTRACTOR~~  
8 ~~and ADMINISTRATOR.~~

9                   ~~26.5 Therapist who shall:~~

10                   ~~26.5.1 Have a degree that meets or exceeds a Master's level, PsyD,~~  
11 ~~or Ph.D. in social work, psychology or related discipline or M.D. with~~  
12 ~~psychiatric training, and licensed to practice in the State of California, or~~  
13 ~~be under direct supervision of a licensed supervisor (interns must be~~  
14 ~~registered with the Board of Behavioral Sciences or Board of Psychology),~~

15                   ~~26.5.2 Be licensed in good standing with the Board of Psychology,~~  
16 ~~Board of Behavioral Sciences, or Medical Board.~~

17                   ~~26.5.3 Demonstrate significant knowledge about the criminal~~  
18 ~~justice and corrections systems.~~

19                   ~~26.5.4 Participate in a minimum of eighteen (18) hours of~~  
20 ~~continuing education yearly relevant to sex offending.~~

21                   ~~26.5.5 Have a valid state licensure in a discipline that allows~~  
22 ~~psychotherapy as a part of their scope of practice or be pre-licensed as~~  
23 ~~having met the degree requirements and presently in the process of~~  
24 ~~accumulating supervised hours in preparation for taking licensing examination,~~  
25 ~~and~~

26                   ~~26.5.6 Have knowledgeable and skilled in the application of~~  
27 ~~appropriate treatment interventions that can be currently supported in~~  
28 ~~professional literature as having significant treatment value.~~

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Duties:

~~26.5.7 Provide direct Sexual Behavior Treatment services as specified in this Exhibit D.~~

~~26.5.8 Comply with training specified in this Exhibit D.~~

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~~EXHIBIT E  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
PROVIDER NAME  
FOR THE PROVISION OF  
WRAPAROUND ORANGE COUNTY PROVIDER NETWORK PROGRAM  
TUTORING SERVICES~~

~~27. DEFINITIONS~~

~~In addition to the definitions identified in Paragraph 5 of this Agreement, the parties agree to the following terms and definitions:~~

~~27.1 Tutoring: One to one instruction and academic coaching in one (1) or more academic subjects.~~

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

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

4.78 Technical Assistance Meeting: A structured meeting with the Wrap

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

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

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

1 with whom to live following the Participant's involvement in TFCO-OC; includes  
 2 the use of treatment foster homes which are located in the community, and a  
 3 clinical team to help stabilize the TFCO-OC Participant's behavior; and who  
 4 prepares the Participant's after-care family to receive the Participant into  
 5 their home, typically within six to twelve (6 to 12) months.

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

11 ~~40.74.82~~ Tutor: Person with demonstrated proficiency in the subject  
 12 matter assigned, who assists students with queries and difficulties relating  
 13 to subject matter, and who has received additional training in tutoring  
 14 children with emotional and behavioral problems.

15 ~~28. SERVICES~~

16 ~~CONTRACTOR shall provide tutoring services, as defined above, which~~  
 17 ~~shall meet the following expectations:~~

18 ~~28.1 CONTRACTOR shall provide services to Participant as authorized by~~  
 19 ~~COUNTY. Group Tutoring: One-to-one instruction shall not be authorized except~~  
 20 ~~as preapproved by ADMINISTRATOR.~~

21 ~~28.2 CONTRACTOR shall contact Participant's parent/caregiver within~~  
 22 ~~five (5) business days of receipt of referral and make arrangements for~~  
 23 ~~initial meeting.~~

24 ~~28.3 CONTRACTOR shall conduct initial meeting with Participant and~~  
 25 ~~Participant's parent/caregiver, within eight (8) business days of receipt of~~  
 26 ~~referral.~~

27 ~~28.4 After initial meeting, CONTRACTOR shall prepare a brief written~~  
 28 ~~plan, in a form approved by ADMINISTRATOR, which shall include, but not be~~



1 ~~limited to:~~

2 ~~28.4.1 Discussion with the Participant and Participant's~~  
3 ~~parent/caregiver(s) regarding tutoring need~~

4 ~~28.4.2 Subjects to be covered, service hours and times, and~~  
5 ~~locations where tutoring will be provided, and~~

6 ~~28.4.3 One (1) to three (3) goals based on the needs of the~~  
7 ~~Participant as identified by ADMINISTRATOR.~~

8 ~~28.4.4 CONTRACTOR shall provide plan to Participant's~~  
9 ~~parent/caregiver(s) and direct service agency within five (5) business days of~~  
10 ~~initial meeting.~~

11 ~~28.5 CONTRACTOR shall provide services for one (1) hour per subject per~~  
12 ~~week, for up to six (6) months, as determined by ADMINISTRATOR to best meet~~  
13 ~~the needs of Participant and Participant's parent/caregiver(s).~~

14 ~~28.6 CONTRACTOR shall provide services in the Participant's residence,~~  
15 ~~in the local school, community setting or alternate site as authorized by~~  
16 ~~ADMINISTRATOR.~~

17 ~~28.7 When services are to be provided at the Participant's residence,~~  
18 ~~CONTRACTOR shall not enter Participant's residence or commence service unless~~  
19 ~~parent/caregiver or adult designee is present.~~

20 ~~28.8 CONTRACTOR shall meet with Participant as scheduled. CONTRACTOR~~  
21 ~~shall immediately notify the Participant's parent/caregiver(s), via telephone,~~  
22 ~~when a change in scheduling or cancelation is unavoidable, and provide written~~  
23 ~~justification, in a format approved by ADMINISTRATOR, to direct service agency~~  
24 ~~within three (3) business days of change or cancellation. CONTRACTOR shall~~  
25 ~~comply with ADMINISTRATOR's request for copies of said written justification.~~  
26 ~~CONTRACTOR shall provide an appropriate substitute tutor when absences are~~  
27 ~~unavoidable.~~

28 ~~28.9 CONTRACTOR shall provide assistance with academic school~~

1 ~~assignments when Participant has been identified with remedial needs and/or is~~  
2 ~~struggling with academic work as a result of changes in school, family,~~  
3 ~~placement setting, etc.~~

4 ~~28.9.1 Services shall include, but are not limited to, assisting~~  
5 ~~with assigned homework, explaining/demonstrating general principles applicable~~  
6 ~~to subjects currently being covered in Participant's classroom, and and~~  
7 ~~academic coaching in remedial work as agreed upon by direct service agency.~~

8 ~~28.10 CONTRACTOR shall administer basic academic assessment tools (such~~  
9 ~~as Wide Range Achievement Test) to identify Participant's pre, mid point, and~~  
10 ~~post tutoring academic levels.~~

11 ~~28.11 Working with Participant and Participant's parent/caregiver(s) and~~  
12 ~~direct service agency, CONTRACTOR shall develop process for communicating with~~  
13 ~~Participant's school and/or teacher for coordination of efforts.~~

14 ~~28.12 CONTRACTOR shall identify learning tools and materials which would~~  
15 ~~be of assistance to Participant and shall work with direct service agency and~~  
16 ~~Participant parent/caregiver(s) in locating said tools and materials.~~

17 ~~28.13 CONTRACTOR shall demonstrate and teach tutoring methods to~~  
18 ~~Participant's parent/caregiver(s), older siblings, or other family members who~~  
19 ~~wish to help Participant.~~

20 ~~28.14 CONTRACTOR shall work with direct service agency, Participant's~~  
21 ~~parent/caregiver(s) and Participant to identify resources at the local school~~  
22 ~~or in the community that can provide ongoing academic support for Participant~~  
23 ~~when the tutoring has ended.~~

24 ~~28.15 CONTRACTOR shall communicate with direct service agency at minimum~~  
25 ~~every two (2) weeks in regards to Participant's progress/outcomes.~~

26 ~~28.16 Throughout service period, CONTRACTOR shall seek to identify~~  
27 ~~natural support and community resources to sustain the Participant and~~  
28 ~~Participant's parent/caregiver once CONTRACTOR services have ended and shall~~

1 ~~continuously provide feedback to direct service agency to assist in~~  
2 ~~transitioning Participant and Participant's parent/caregiver to said supports~~  
3 ~~and resources.~~

4 ~~40.84.83~~ CONTRACTOR may attend one (1) FTM per month per referral as  
5 ~~requested by ADMINISTRATOR or direct service agency.~~ or more academic  
6 subject(s).

7 4.84 Ward(s): Any person who is under the age of eighteen (18) years  
8 when he or she violates any law, which is defined as a crime, in the State of  
9 California and is within the jurisdiction of the juvenile court, which may  
10 adjudge such person to be a ward of the court and may place the person under  
11 supervision by the Probation Department, pursuant to WIC Section 602.

12 4.85 Wrap Fidelity Index (WFI): A survey process administered by a  
13 neutral third party that measures eleven (11) elements of the Wrap process for  
14 Wrap OC Participant(s), Participant's primary caregiver, CC, PP, and YP. The  
15 survey is completed through brief, confidential telephone interviews with  
16 families who agree to participate in the project.

17 4.86 Wrap Orange County (Wrap OC): Authorized by SB 163, which allows  
18 the flexible use of State foster care dollars to provide eligible  
19 children/youth with family-based service alternatives to congregate care.  
20 Wrap OC is administered by SSA in partnership with HCA and Probation to  
21 provide a collaborative, highly-individualized process for creating specific,  
22 unique resources and services to engage Participants and their families. Wrap  
23 OC is designed to maximize the capacity of each family to meet the  
24 child/youth/NMD needs and to prevent or reduce the need for residential  
25 placement.

26 4.87 Wrap Oversight Group (WOG): Group that includes Executive  
27 Director or Deputy Director level representatives from SSA/CFS, HCA/Behavioral  
28 Health Services, and Probation. This group receives reports from SSA regarding

1 program, fiscal, contract, evaluation, and training, ensures collaboration  
2 between agencies, and develops policy recommendations in keeping with Wrap OC  
3 Plan as approved by the County of Orange Board of Supervisors. WOG directs  
4 the reinvestment of any cost savings that may accrue as a result of Wrap OC.

5 4.88 Wrap OC Plan: A plan approved by County of Orange Board of  
6 Supervisors and CDSS detailing County's plan to use Wrap funding to provide  
7 eligible children/youth with family-based service alternatives to congregate  
8 care.

9 4.89 Wrap OC Direct Service Provider: A community-based organization  
10 under contract with ADMINISTRATOR to implement Wrap OC Direct Services to a  
11 specific number of Participants and their respective families, including  
12 siblings and parent(s)/caregiver(s).

13 4.90 Wrap OC Rules of Conduct: A guideline that Wrap OC Direct,  
14 Support, and PNP CONTRACTOR staff are required to follow to avoid conflict of  
15 interest and inappropriate conduct or relationships with Participants, co-  
16 workers, supervisors, and persons in the community.

17 4.91 Wrap Review and Intake Team (WRIT): Group that includes parent  
18 representatives, as well as representatives from SSA, HCA/Behavioral Health  
19 Services, Probation, Wrap OC Support Services provider, and Orange County  
20 Department of Education. WRIT reviews eligibility for Wrap OC, establishes  
21 the Wrap rate per CDSS directives, and provides consultation to Wrap OC Direct  
22 Service Providers in the Family Review Process.

23 4.92 Youth Partner (YP): CONTRACTOR's staff that provides consistent,  
24 reinforcing support to Participants thereby assisting Participants in  
25 learning, practicing, and exhibiting pro-social behaviors, problem-solving,  
26 and appropriate coping skills. YPs mentor youth by modeling pro-social  
27 behavior, and encourage Participants to complete their Probation requirements,  
28 as applicable.

1 5. HOURS OF OPERATION

2 5.1 Unless otherwise specified, CONTRACTOR shall provide services  
3 during hours that are responsive to the needs of the target population(s), as  
4 determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services  
5 Monday through Friday, from 8:00 a.m. to 8:00 p.m., weekdays and on Saturdays  
6 and/or Sundays, as needed.

7 5.2 CONTRACTOR's holiday schedule shall not exceed County's holiday  
8 schedule which is as follows: New Year's Day, Martin Luther King Day,  
9 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
10 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
11 Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written  
12 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
13 schedule and the hours listed in Subparagraph 5.1 of this Exhibit. Any  
14 unauthorized closure shall be deemed a material breach of this Agreement,  
15 pursuant to Paragraph 18, and shall not be reimbursed.

16 ~~41-6. ADDITIONAL CONTRACTOR RESPONSIBILITIES~~

17 ~~28.17 CONTRACTOR shall provide monthly case notes, in a format approved~~  
18 ~~by ADMINISTRATOR, to the direct service agency three (3) days prior to FTM.~~

19 ~~28.18 CONTRACTOR shall not utilize volunteers and/or interns to provide~~  
20 ~~services specified in this Exhibit E.~~

21 ~~28.19 Service Extensions~~

22 ~~28.19.1 CONTRACTOR shall obtain prior written approval from~~  
23 ~~ADMINISTRATOR for any extension of service delivery. CONTRACTOR must request~~  
24 ~~an extension at least thirty (30) calendar days in advance of the expected~~  
25 ~~date of termination of services.~~

26 ~~28.19.2 ADMINISTRATOR will authorize services for a specified time~~  
27 ~~period in each referral. CONTRACTOR's continuance of services beyond the~~  
28 ~~specified time period without written authorization from ADMINISTRATOR to~~

~~extend services may be considered in breach under Paragraph 19 of this Agreement and shall not be eligible for reimbursement. It shall be the CONTRACTOR's responsibility to document and keep track of the beginning and ending dates of service.~~

~~28.19.3 Extensions for continued service delivery on closed cases may not be approved by ADMINISTRATOR. CONTRACTOR's continuance of services, without prior written authorization from ADMINISTRATOR, to a Participant or Participant's Family who does not have an open case shall be considered out of compliance and shall not be eligible for reimbursement.~~

#### 28.20 Conclusion of Services

~~Upon conclusion of services, CONTRACTOR shall prepare a brief, written report, in a format approved by ADMINIISTRATOR, which shall include, but not be limited to the following:~~

~~28.20.1 A description of tutoring services provided to Participant and Participant's family.~~

~~28.20.2 Success and/or failure of attaining goals identified in written plan address in Subparagraph 2.4 of this Exhibit E and applicable outcomes.~~

~~28.20.3 Pre-, mid-point, and post-testing scores.~~

~~28.20.4 All tutoring and/or academic assistance resources identified and recommendations regarding follow up actions, and~~

~~28.21 CONTRACTOR shall submit report to ADMINISTRATOR, direct service agency and Participant's parent/caregiver(s) within five (5) business days of termination of services.~~

#### 29. ADDITIONAL CONTRACTOR RESPONSIBILITIES

~~In addition to providing the services described in Paragraph 2 of this Exhibit A, CONTRACTOR agrees to~~Exhibits B and C, as applicable. CONTRACTOR shall:

1 ~~41.16.1~~ Provide intensive, strength and needs-based services and  
 2 supports, using a community-based and family-centered process. Services and  
 3 supports must be individualized and comprehensive, provided in a manner that  
 4 is culturally responsive and linguistically appropriate for the population  
 5 served. ~~Services and supports must be individualized and comprehensive,  
 6 provided in a manner that is culturally responsive and linguistically  
 7 appropriate for the population served.~~ CONTRACTOR shall recruit, hire, and  
 8 maintain staff that ~~can~~ is able to provide services to the diverse population  
 9 served by ~~Wraparound OC.~~ Wrap OC. Regular, temporary, and extra-help  
 10 employees of the COUNTY are not eligible to provide services under this  
 11 Agreement.

12 ~~41.26.2~~ Provide services in ~~the appropriate language and in a~~  
 13 culturally ~~sensitive~~ responsive manner. ~~CONTRACTOR's staff shall have the~~  
 14 ~~language skills and cultural awareness necessary to communicate fully and~~  
 15 ~~effectively~~, in the language that meets the Participant's needs, and in a  
 16 setting accessible to diverse communities. CONTRACTOR's staff shall possess  
 17 the language skills and cultural responsiveness to communicate effectively  
 18 with target population.

19 ~~41.36.3~~ Establish, model, and maintain professional boundaries among  
 20 staff and in all interactions with Participants and ~~families~~ Families.

21 ~~41.46.4~~ Develop and implement policies and procedures (P&Ps) as  
 22 established and provided by ADMINISTRATOR. CONTRACTOR shall maintain  
 23 documentation of such efforts which may include, but is not limited to, the  
 24 following:

25 ~~41.4.16.4.1~~ Participation in COUNTY-sponsored and other  
 26 applicable training; (s); and

27 ~~29.1.1~~ ~~Availability of literature in multiple languages and~~  
 28 ~~formats as appropriate; and~~

1 ~~41.4.26.4.2~~ Identification of measures taken to enhance  
 2 accessibility for, and ~~sensitivity~~responsiveness to, the physically challenged  
 3 ~~communities~~community.

4 6.5 Ensure the availability of literature to Participants in multiple  
 5 languages and formats, as appropriate.

6 ~~41.56.6~~ Ensure language translation needed for services shall be  
 7 provided by qualified staff and not by the Participant ~~and/~~ or Participant's  
 8 ~~parent/caregiver/family members or any minor youth or children.~~

9 ~~29.2~~ Ensure services are outcome driven and indicators identified must  
 10 accurately reflect progress towards the stated service delivery goals. ~~Post~~  
 11 ~~Safely Surrendered Baby posters in the reception area of every office where~~  
 12 ~~Participants are served in an effort to maintain public awareness of the "Safe~~  
 13 ~~Arms for Newborns" law (California Health and Safety Code Section 1255.7).~~  
 14 ~~The materials are available through CDSS at the following websites:~~  
 15 ~~[www.dss.cahwnet.gov/cdssweb/FormsandPU\\_271.htm](http://www.dss.cahwnet.gov/cdssweb/FormsandPU_271.htm) (English version), or~~  
 16 ~~[www.dss.cahwnet.gov/cdssweb/SpanishTra\\_275.htm](http://www.dss.cahwnet.gov/cdssweb/SpanishTra_275.htm) (Spanish version).~~

17 ~~41.66.7~~ Ensure services are outcome driven and indicators identified  
 18 ~~must accurately reflect progress towards the stated service delivery goals.~~  
 19 ~~The Participant and/or Participant Family~~ Measure the Participant's and/or  
 20 Participant family's gains, if any, after intervention ~~(or lack thereof) must~~  
 21 ~~be measured.~~ CONTRACTOR ~~should be able to~~shall clearly state what changes  
 22 took place in the Participant and/or ~~Participant Family.~~ Participant's family.

23 ~~41.76.8~~ Appear and testify at Juvenile Court hearings, when  
 24 ~~subpoenaed~~requested by SSA.

25 ~~41.86.9~~ Attend meetings, as specified in ~~Subparagraph~~Paragraph 11  
 26 of this Exhibit ~~E.~~

27 ~~29.3 Complete a Special Incident Report (SIR) in accordance with~~  
 28 ~~Subparagraph 8.4 of this Exhibit E.~~



1           6.10 Attend quarterly Wrap OC PNP and QA meetings, as determined by  
2 ADMINISTRATOR.

3           ~~41.96.11~~ Ensure staff ~~becomes~~are familiar with the ~~Wraparound~~Wrap OC  
4 ~~program~~Program model and establish cooperative working relationships with the  
5 Participants' ~~Family Teams~~CFT.

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

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

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

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

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



~~43.1.4~~ 8.1.4 Consistency and quality ~~in~~of reports submitted to ADMINISTRATOR~~;~~;

~~43.1.5~~ 8.1.5 Accuracy and completeness of invoicing to ADMINISTRATOR~~;~~;

~~43.1.6~~ 8.1.6 ~~Ability to properly adhere~~Adherence to ADMINISTRATOR's ~~SIR~~Special Incident Report process, if applicable~~;~~;

~~43.1.7~~ 8.1.7 Ongoing service delivery to Participant and Participant's family until services have terminated~~;~~;

~~43.1.8~~ 8.1.8 Ability to meet ~~agreed upon~~ schedule of appointments and the number of times CONTRACTOR ~~fails~~failed to meet ~~appointments~~appointment(s) regardless of reason~~, and~~(s);

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

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

## 8.2 Sexual Behavior Treatment (SBT) Service Evaluation

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

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

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

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

## 8.3 Tutoring Service Evaluation

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

~~43.1.98.3.1~~ Improvement in the Participant's academic skills as measured by basic assessment tools, and as reported by Participant's teacher and/or school.

8.3.2 Review of tutoring records including, but not limited to, appointment documentation indicating whether all appointments were kept by the Tutor and the Participant throughout the authorized service period.

#### 44.9. STAFF TRAINING

9.1 ~~CONTRACTOR'S~~ CONTRACTOR's direct service staff, Program Director, and ~~program director/liaison~~ Supervisor shall attend a three (3)-hour orientation to familiarize themselves with the following trainings: ADMINISTRATOR's staff, procedures, and claiming processes. CONTRACTOR shall not be reimbursed for participation in the orientation or training(s).

~~44.19.2~~ CONTRACTOR shall maintain completion of training documentation onsite. CONTRACTOR's direct service staff shall complete trainings referenced in Subparagraphs 9.3 through 1.1 prior to providing services to any Participant and/or Participant's family.

~~44.29.3~~ General PNP Introductory Training: General CONTRACTOR's staff shall complete one (1) general introductory training session focusing on the fundamentals of the Wrap OC PNP process, and the Wrap OC Rules of Conduct referenced in Subparagraph 4.90 of this Agreement. Training will be provided by ADMINISTRATOR, will consist on one (1) session, and may last be up to three (3) hours in duration per session. Direct service staff shall have completed training prior to providing service to Participants.

9.4 ~~Wraparound~~ CONTRACTOR's staff shall complete one (1) Wrap OC Overview ~~Training: Overview~~ training session focusing on the fundamentals of

~~Wraparound~~ Wrap OC PNP. Training will be provided by ADMINISTRATOR, ~~will consist on one (1) session~~ and may ~~last~~be up to three (3) hours in duration per session. ~~Direct service~~

~~30.1~~ CONTRACTOR's staff shall ~~have completed~~ participate in general Wrap OC training ~~prior to providing service to Participants.~~

~~44.39.5~~ General Wraparound OC Training: Provided(s), provided by ADMINISTRATOR, ~~training addresses to address~~ changes in and needs of the target population referenced in Paragraph 2 of this Exhibit.

#### ~~45.10~~ CASE RECORDS

~~45.1~~ 10.1 CONTRACTOR shall maintain case records on each Participant, and/or Participant family. All records shall be maintained in English; and English translation of all bilingual correspondence and forms shall be maintained in the file for audits and Utilization Reviews ~~(UR).~~ Records shall include, but are not ~~be~~ limited to, the following:

~~45.1.1~~ 10.1.1 Participant's and/or Participant family's name, address, ~~and parent/caregiver~~ phone number, and employment information;

~~45.1.2~~ 10.1.2 Referral form and any referral documentation provided by ADMINISTRATOR ~~;~~ ;

~~45.1.3~~ 10.1.3 Monthly Progress Reports ~~;~~ ;

~~45.1.4~~ 10.1.4 Monthly Program Reports ~~;~~ ;

~~45.1.5~~ 10.1.5 Final Summary ~~Report,~~ Reports;

10.1.6 Initial Assessment/Treatment Plan applicable to SBT services;

~~45.1.6~~ 10.1.7 Request for extension and extension ~~authorization~~ authorizations, if applicable ~~;~~ ;

~~45.1.7~~ 10.1.8 Standardized case notes/chronological process of services, with signed and dated entries, if applicable ~~;~~ ;

10.1.9 Social and family histories, including a mental status

exam and substance abuse and domestic violence evaluations, if applicable;

~~45.1.8~~10.1.10 Emergency information~~;~~;

~~45.1.9~~10.1.11 Special Incident Reports, if applicable~~;~~;

~~45.1.10~~10.1.12 Authorization to release information between ADMINISTRATOR and CONTRACTOR signed by Participant's parent/caregiver(s)~~;~~);

~~45.1.11~~10.1.13 Community resource linkage, if applicable~~;~~;

~~45.1.12~~10.1.14 Copies of Receipt for Service forms~~;~~;

~~45.1.13~~10.1.15 Copies of Invoices/Claim forms~~;~~; and

~~45.1.14~~10.1.16 No-Show Letters~~;~~;

### ~~31.~~ REPORTS

~~10.1.16.1~~ 10.1.16.1 ~~In addition to the requirements of Paragraph 38 of this Agreement,~~ CONTRACTOR shall ~~prepare and submit to ADMINISTRATOR written reports including, but~~ complete No-Show letters, and alert COUNTY and Wrap OC Direct Service Provider by telephone within two (2) business days if Participant and/or Participant's family fails to keep an appointment for any reason.

~~45.1.14.1~~10.1.16.2 CONTRACTOR shall provide a No Show letter to ADMINISTRATOR and Participant's family documenting Participant's failure to participate in scheduled follow-up services. No-Show letters are to be maintained in the Participant's case record. Protocols for No-Show letters shall include, but are not limited to, the following:

~~31.1~~ CONTRACTOR shall send a No-Show letter within two (2) business days of event to Participant's parent(s)/caregiver(s) each time the Participant and/or Participant's family fails to show for an appointment, unless the Participant's parent(s)/caregiver(s) has rescheduled within twenty-four (24) hours of the appointment. The rescheduled appointment must be within the same calendar week of the missed appointment. ~~Monthly Progress Report~~



1 complete all case notes, other than initial case notes, within twenty-four  
 2 (24) hours of concluding service delivery. Case Notes shall include, but are  
 3 not be-limited to, the following:

4 10.1.17.1 All monthly contacts, in detail, Signed and  
 5 dated entries;

6 ~~45.1.15.1~~ 10.1.17.2 Observations and interactions with  
 7 the Participant and/or Participant Family, Participant's family;

8 ~~45.1.15.2~~ 10.1.17.3 All written and verbal communication  
 9 with ADMINISTRATOR ~~and direct service agency.;~~

10 ~~31.1.1 Participant and/or Participant Family's progress in~~  
 11 ~~program and in meeting goals,~~

12 ~~31.1.2 CONTRACTOR's attendance at FTMs, and~~

13 ~~31.1.3 Any SIR completed for the Participant and/or Participant~~  
 14 ~~Family.~~

15 ~~31.2 Monthly Program Report~~

16 ~~CONTRACTOR shall submit to ADMINISTRATOR, in a format approved by~~  
 17 ~~ADMINISTRATOR, a Monthly Program Report by the fifteenth (15<sup>th</sup>) day of each~~  
 18 ~~month, CONTRACTOR shall not be required to submit a report for months when~~  
 19 ~~CONTRACTOR does not provide services. Monthly Program Report shall include,~~  
 20 ~~but not be limited to:~~

21 ~~31.2.1 Program summary of service activities delivered during the~~  
 22 ~~month,~~

23 ~~31.2.2 Number of FTMs attended by CONTRACTOR staff during the~~  
 24 ~~month,~~

25 ~~31.2.3 Anticipated staff and bilingual language availability for~~  
 26 ~~the upcoming month,~~

27 ~~31.2.4 Number of new and existing referrals assigned to~~  
 28 ~~CONTRACTOR staff during the month,~~



~~31.2.5 Number of active, expected to close, and terminated referrals during the month.~~

~~31.2.6 Number of extensions approved by ADMINISTRATOR and pending during the month, and~~

~~31.2.7 Changes in certification of licensure of staff.~~

~~31.3 Final Summary Report~~

~~CONTRACTOR shall submit, in a format approved by ADMINISTRATOR, a Final Summary Report for each referred Participant, no later than fifteen (15) calendar days of last contact with the Participant, which shall include, but no be limited to:~~

~~31.3.1 A summary of all Monthly Progress and Program Reports specifying services and outcomes, and~~

~~31.3.2 Clear, concise identification of significant issues regarding the Participant~~

~~45.1.15.3~~ 10.1.17.4 Documentation of any incidents requiring a Special Incident Report; and

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

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

11. REPORTS

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

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

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

11 ~~45.211.1~~ Monthly Progress Report

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

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

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

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

24 11.1.4 CONTRACTOR's CFT meeting attendance;

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

27 11.1.6 Attendance at CFT meetings; and

28 11.1.7 The date and time of the initial phone contact, initial

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

3 ~~45.3~~ 11.2 Monthly Program Report

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

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

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

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

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

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

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

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

23 ~~45.4~~ 11.3 Final Summary Report

24 11.3.1 ~~(SIR)~~ CONTRACTOR shall submit, in a format approved by  
25 ADMINISTRATOR, a Final Summary Report for each referred Participant and  
26 maintain said Final Summary Report in the Participant's case record.  
27 CONTRACTOR shall submit report to ADMINISTRATOR within fifteen (15) calendar  
28 days of last contact with the Participant and/or Participant's family and

shall include, but are not limited to, the following:

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

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

#### 11.4 Special Incident Report

CONTRACTOR shall complete a Special Incident Report in the event there is any incident of unusual, aggressive, and/or high-risk behavior by a Participant, Participant's family member(s), and/or Participant's Family caregiver(s) family member(s); there are any serious injuries or death suffered by any party ~~or loss of property~~ during delivery of services; any time Participant, Participant's family member(s), and/or Participant's Family member's caregiver's family member(s) confidentiality is compromised; or if ~~services are terminated early due to the Participant~~ Participant's and/or Participant's Family family member(s) refusing to participate or exhibiting exhibit inappropriate behavior, such as unwanted sexual advances, aggression, bullying, violent behavior, foul language, verbal aggression (threats), etc. In such event(s), CONTRACTOR shall:

~~45.4.1~~ 11.4.1 Immediately notify ADMINISTRATOR, assigned Probation Officer, Mental Health Worker and/or SSA Social worker, and ~~direct services agency~~ Wrap OC Direct Service Provider of the incident within one (1) hour by telephone.;

~~45.4.2~~ 11.4.2 Complete ~~SIR~~ and submit to ADMINISTRATOR a Special Incident Report form provided by ADMINISTRATOR and follow applicable instructions, clearly identifying the specific information regarding the incident, ~~and~~;

~~45.4.3~~ 11.4.3 Submit ~~SIR~~ the Special Incident Report to

ADMINISTRATOR within twenty-four (24) hours of the special incident-;

11.4.4 Report any and all threats of violence by the Participant and/or Participant's family member(s) immediately and no later than within one (1) hour of incident, to ADMINISTRATOR, assigned designee, assigned Probation Officer, and/or SSA Social Worker; and

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

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

#### 46-12.UTILIZATION REVIEW

~~46-12.1~~ CONTRACTOR and ADMINISTRATOR's designee shall make available, within ten (10) days from the date of the request by ADMINISTRATOR, meet at minimum semi-annually to review and evaluate a random selection of CONTRACTOR's family case records for those Participants referred by ADMINISTRATOR. The ~~review shall~~ Utilization Review (UR) may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided, length of services, and timeliness of required ~~reports.~~ report and administrative compliance. Cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

~~ADMINISTRATOR shall have the final right and sole discretion to resolve any dispute as to the necessity and appropriateness of services, the length of services, and/or timeliness of required reports and his/her decision shall be final.~~

~~ADMINISTRATOR may, at its sole discretion, suspend CONTRACTOR's referrals pending resolution of any and all contract or service delivery issue.~~

~~32.~~ CONFLICT RESOLUTION

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

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

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

~~47.~~13. CONFLICT RESOLUTION

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

~~47.1~~13.1 In the event CONTRACTOR and ADMINISTRATOR, or ADMINISTRATOR's designee, are unable to resolve differences of opinion regarding the necessity and/or appropriateness of services, length of treatment, and/or timeliness of required treatment reports, the parties shall ~~parties shall attempt to~~ resolve the dispute in the following order:

~~47.1.1~~13.1.1 CONTRACTOR and assigned Care Coordinator, COUNTY Social Worker, Probation Officer, or Mental Health Worker shall first attempt to resolve the dispute;

1 ~~47.1.2~~13.1.2 If CONTRACTOR and assigned Care Coordinator,  
 2 COUNTY Social Worker, Probation Officer, or Mental Health Worker are unable to  
 3 resolve the dispute, then CONTRACTOR and ADMINISTRATOR's Program Manager, or  
 4 other ADMINISTRATOR designee, shall attempt to resolve the dispute;

5 ~~47.1.3~~13.1.3 If CONTRACTOR and ADMINISTRATOR's Program  
 6 Manager or ~~ADMINISTRATOR designee~~other designee are unable to resolve the  
 7 dispute, the dispute shall be submitted to COUNTY's CFS Director for final  
 8 resolution. ADMINISTRATOR's CFS Director shall have the final right and sole  
 9 discretion to resolve any dispute as to the necessity and appropriateness of  
 10 services, the length of services, and/or timeliness of required reports and  
 11 ~~his/her~~ decision shall be final.

12 ~~47.1.4~~13.1.4 In the event a complaint is received from  
 13 Participant and/or Participant's ~~Family~~family and/or ADMINISTRATOR, CONTRACTOR  
 14 shall comply with an investigation and/or ~~utilization review~~UR.

15 ~~47.1.5~~13.1.5 ADMINISTRATOR ~~shall have~~has sole discretion in  
 16 placing CONTRACTOR on a do-not-refer status and reassigning current referrals  
 17 to another Contractor pending outcome of an investigation and/or ~~utilization~~  
 18 ~~review~~UR.

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

#### 21 ~~48.14~~.MEETINGS

22 ~~48.1~~14.1 CONTRACTOR's direct-~~service~~ staff ~~may be required to~~shall  
 23 participate in ~~Wraparound~~Wrap OC ~~Family Team Meetings (FTM),~~CFT meetings,  
 24 Emergency ~~Team Meetings (ETM), Team Decision Making (TDM)~~CFT meetings, and  
 25 Multi-disciplinary Team (MDT) meetings, referenced in Subparagraphs 14.2  
 26 through 1.1, at the request of ADMINISTRATOR. ~~FTM, ETM, TDM~~CFT, Emergency  
 27 CFT, and MDT meetings may occur at a location other than CONTRACTOR's  
 28 facility.

1 ~~48.2~~14.2 ~~FTMs~~CONTRACTOR shall provide CFT with monthly written  
 2 updates as to Participant's progress with services. CFT meetings occur to  
 3 make certain the needs of the Participant and/or Participant ~~Family~~family are  
 4 the primary focus and efforts ~~attowards~~ resolving needs are diligently  
 5 applied. Every effort ~~is~~shall be made to ensure the family voice is heard and  
 6 that the Participant ~~Family~~family takes ownership of the process. This  
 7 process is highly individualized for each Participant and seeks to maximize  
 8 the ~~capacity~~capability of a ~~Participant Family~~Participant's family to meet the  
 9 Participant's needs, and prevent or reduce residential treatment placement.

10 ~~48.3~~14.3 ~~ETMs~~Emergency CFT meetings, modeled after ~~TDM~~CFT Meetings,  
 11 are held to address Participant's safety issues and placement concerns.

12 ~~48.4~~14.4 ~~TDM incorporates~~CONTRACTOR shall incorporate a strength-  
 13 based, consensus-driven, respectful ~~process that models~~approach to working  
 14 with Participants and contributing to the discussion at CFT Meetings, modeling  
 15 directness and honesty regarding Participant's progress and any risks and/or  
 16 concerns ~~involving placement decisions. Through the involvement of families~~  
 17 ~~and communities, TDM promotes the value that families are experts about~~  
 18 ~~themselves, and communities are experts about community resources. TDM~~  
 19 ~~sessions may require~~that may exist. CFT meetings may be up to ninety (90)  
 20 minutes in duration per session.

21 ~~32.1~~ MDT consists of a team of three (3) or more persons who are  
 22 ~~trained in the prevention, identification, and treatment of child abuse and~~  
 23 ~~neglect cases and qualified to provide a broad range of services related to~~  
 24 ~~child abuse. MDT sessions may require up to two (2) hours per session~~

25 ~~32.2~~ CONTRACTOR may be required to attend quarterly PNP and QA meeting  
 26 ~~at the discretion of the ADMINISTRATOR.~~

27 ~~33.~~ COMPENSATION

28 ~~33.1~~ Service Hours: COUNTY shall pay CONTRACTOR, monthly in arrears,



~~fifty dollars (\$50) per hour per referral as authorized by ADMINISTRATOR for Tutoring services specified in this Exhibit E.~~

~~33.2 Juvenile Court: COUNTY shall pay CONTRACTOR, monthly in arrears, forty dollars (\$40) per hour for actual time spent in Juvenile Court pursuant to subpoena.~~

~~33.3 Training: COUNTY shall pay CONTRACTOR, monthly in arrears, forty dollars (\$40) per hour for actual time spent in trainings specified in Paragraph 6 of this Exhibit E.~~

~~33.4 Meeting: COUNTY shall pay CONTRACTOR, monthly in arrears, forty dollars (\$40) per hour for actual time spent in meetings specified in Paragraph 11 of this Exhibit E.~~

~~33.5 Travel Time: COUNTY shall pay CONTRACTOR, monthly in arrears, thirty dollars (\$30) per hour for actual travel time to Juvenile Court and to COUNTY approved trainings and meetings as specified in Paragraphs 6 and 11 of this Exhibit E.~~

~~33.6 Out-of-County Travel Time: COUNTY shall pay CONTRACTOR, monthly in arrears, thirty dollars (\$30) per hour for actual travel time to and from Participant's parent/caregiver residence.~~

~~33.6.1 Travel time identified will be paid in fifteen (15) minutes increments as follows:~~

- ~~▪ 0-15 minutes = \$ 7.50~~
- ~~▪ 16-30 minutes = \$15.00~~
- ~~▪ 31-45 minutes = \$22.50~~
- ~~▪ 46-60 minutes = \$30.00~~

~~33.7 No payment will be made for the following:~~

~~33.7.1 Consultation time with ADMINISTRATOR prior to receipt of ADMINISTRATOR's referral form,~~

~~33.7.2 Services provided to Participant prior to the authorization approval date or after the authorization end date, without an approved extension~~

1 ~~from ADMINISTRATOR.~~

2 ~~33.7.3 In home appointments not kept by Participant and/or~~  
3 ~~Participant's parent/caregiver, including travel time to and from~~  
4 ~~parent/caregiver's home, or~~

5 ~~33.7.4 Mileage or parking costs regardless of service.~~

6 ~~34. STAFFING AND LICENSURE REQUIREMENTS~~

7 ~~48.5~~14.5 CONTRACTOR shall ~~maintain the following minimum staffing and~~  
8 ~~licensure requirements:~~attend quarterly Wrap OC PNP and Quality Assurance  
9 meetings at the discretion of the ADMINISTRATOR.

10 15. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

11 15.1 SBT CONTRACTOR shall:

12 15.1.1 Ensure one hundred percent (100%) of referred families  
13 are contacted within five (5) business days from the receipt of referral.

14 15.1.2 Ensure ninety percent (90%) of Participants referred  
15 complete the full term of approved services.

16 15.1.3 Ensure one hundred percent (100%) of the referred  
17 families receive a list of identified resources in the community that can  
18 provide natural and on-going support at the conclusion of services.

19 15.1.4 Track and provide the total number of Participants who  
20 remained with their respective families at the conclusion of services.

21 15.1.5 Track and provide the total number of Participants and  
22 their respective families who completed the full term of approved services.

23 15.1.6 Track and provide the total number of re-offending  
24 Participants that return for services.

25 15.2 Tutoring CONTRACTOR shall:

26 15.2.1 Ensure a minimum of eighty percent (80%) of Participants  
27 receiving Tutoring services improve their respective grade scores by a minimum  
28 of five (5) points based on their pre- and post-testing.

1                   15.2.2 Ensure a minimum of eighty percent (80%) of Participants  
2 receiving Tutoring services shall complete the full term of approved services.

3                   15.2.3 Ensure one hundred percent (100%) of the referred  
4 families shall receive a list of identified resources in the community and  
5 school districts that can provide academic, natural, and on-going support at  
6 the time Tutoring services conclude.

7                   15.2.4 Track and provide the total number of Participants and  
8 their respective families that complete the full term of approved Tutoring  
9 services.

10                  15.2.5 Track and provide the total number of Participants who  
11 graduate from Middle and/or High school.

12                  15.2.6 Track and provide the total number of pre- and post-  
13 testing conducted.

14 1. QUALITY ASSURANCE/QUALITY CONTROL PLAN

15                  1.1 CONTRACTOR shall establish and utilize a comprehensive Quality  
16 Control Plan, in a format approved by the ADMINISTRATOR, to monitor the level  
17 of program service and quality. The Quality Control Plan shall be updated and  
18 resubmitted for ADMINISTRATOR approval when changes occur. The Quality  
19 Control Plan shall include, but is not limited to, the following:

20                  1.1.1 The method(s) for ensuring the services, deliverables,  
21 and requirements defined in this Agreement are provided at or above the  
22 required level of quality;

23                  1.1.2 The method(s) for assuring that all the professional  
24 staff rendering services under this Agreement meet the minimum qualifications;

25                  1.1.3 The method(s) of identifying and preventing deficiencies  
26 in the quality of service, as defined by ADMINISTRATOR's policy; and

27                  1.1.4 The method(s) for providing ADMINISTRATOR with a copy of  
28 the Participant's case review(s), a clear description of the identified

problem(s), and the corrective action(s) taken to resolve the identified problem(s).

~~1.2.~~ STAFFING AND LICENSURE REQUIREMENTS

CONTRACTOR shall maintain the following minimum staffing and licensure requirements:

~~1.1.2.1~~ 2.1 Conduct initial or pre-hire background checks on all PNP staff, in accordance with Paragraph ~~26 Personnel Disclosure~~24 of this Agreement ~~and~~ including, but not limited to, the following:

~~1.1.1.2.1.1~~ 2.1.1 Criminal records including Department of Justice, Federal Bureau of Investigation, and Child Abuse Central Index (CACI);

~~1.1.2.2.1.2~~ 2.1.2 Health (including tuberculosis)/drug screening;

~~1.1.3.2.1.3~~ 2.1.3 Fingerprinting (Live Scan);

~~34.1.1~~ Health (including tuberculosis)/drug screening;

~~34.1.2~~ Fingerprinting (Live Scan);

~~1.1.4.2.1.4~~ 2.1.4 Care Agency (HCA) Sanctions;

~~1.1.5.2.1.5~~ 2.1.5 Department of Motor Vehicle (DMV);

~~1.1.6.2.1.6~~ 2.1.6 Professional License and insurance status (as applicable);

~~1.1.7.2.1.7~~ 2.1.7 Sanction screenings (Office of Inspector General, System for Award Management (SAM)).

~~1.2.2.2~~ 2.2 Obtain annual updated clearances and maintain a method of obtaining timely and subsequent updated records notifications, including monitoring of driver license suspensions, tickets, accidents or other vehicular violations. If any subsequent negative criminal, professional, DMV or CACI record information is obtained, CONTRACTOR shall immediately notify ADMINISTRATOR.

///

EXHIBIT B

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SERVICES

PROVIDER NETWORK PROGRAM SERVICES

SEXUAL BEHAVIOR TREATMENT

1. SEXUAL BEHAVIOR TREATMENT SERVICES TARGET POPULATION

In addition to the target population identified in Paragraph 2 of Exhibit A, CONTRACTOR shall provide Sexual Behavior Treatment (SBT) services, as described in this Exhibit, to youths identified in Subparagraphs 1.1, 4.2 and 4.17 of Exhibit A.

2. SERVICES

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

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

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

4 2.3 CONTRACTOR shall provide SBT services to Participants who display  
5 sexually inappropriate behaviors, as described in Subparagraphs 1.1 through  
6 4.2, and 4.17 of Exhibit A. In providing SBT services, CONTRACTOR shall:

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

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

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

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

19 2.3.5 Provide SBT group, individual, and/or family therapy  
20 based on ATP approved by ADMINISTRATOR (i.e., SSA PNP Coordinator). The goal  
21 of treatment shall be relapse prevention, community safety, victim empathy and  
22 self-actualization for the referred Participant. ~~If any subsequent negative~~  
23 ~~criminal, professional, DMV or CACI record information is obtained,~~ CONTRACTOR  
24 shall ~~immediately notify~~ be culturally responsive to the Participant;

25 ~~1.2.12.3.6~~ Utilize one (1) of the currently recognized juvenile  
26 sex offender assessment tools, such as the Juvenile Risk Assessment Tool (J-  
27 RAT), Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR), or  
28 Juvenile-Sex Offender Assessment Protocol - II (J-SOAP II), or other

1 comparable instruments as approved in advance by ADMINISTRATOR;

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

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

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

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

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

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

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

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

26 2.3.15 Allow ADMINISTRATOR access to all Participant case files  
27 and attendance logs. ~~CONTRACTOR~~ case files shall ~~provide~~ contain case notes  
28 of all contacts, reports, and documentation related to the Participant’s

1 treatment and comply with the following victims' services:

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

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

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

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

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

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

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

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

24 ~~1-3~~ 2.4 Service Extensions

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



1           2.4.2 CONTRACTOR's continuance of SBT services beyond  
2 ADMINISTRATOR's authorized specified time period without prior written  
3 authorization may be considered a breach under Paragraph 18 of this Agreement  
4 and shall not be eligible for reimbursement. It is the CONTRACTOR's  
5 responsibility to document and track the beginning and ending dates of  
6 service.

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

10           ~~1.4~~2.5 Conclusion of Services

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

17           3. COMPENSATION

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

27           3.1 Initial Assessment: COUNTY shall pay CONTRACTOR four hundred and  
28 eighty dollars (\$480.00) per Initial Assessment of referred Participant.

1           3.2 Individual Session: COUNTY shall pay CONTRACTOR one hundred and  
2 twenty dollars (\$120.00) per Individual Session.

3           3.3 Group Session: COUNTY shall pay CONTRACTOR fifty dollars (\$50.00)  
4 per Participant per Group Session. Group sessions shall not exceed eight (8)  
5 Participants per session.

6           3.4 Family Session: COUNTY shall pay CONTRACTOR one hundred and  
7 twenty dollars (\$120.00) per Family Session.

8           3.5 Juvenile Court: COUNTY shall pay CONTRACTOR fifty dollars (\$50.00)  
9 per hour for actual time spent in Juvenile Court.

10           3.6 Meetings and Trainings: COUNTY shall pay CONTRACTOR fifty dollars  
11 (\$50.00) per hour for actual time spent in meetings and/or trainings specified  
12 in Paragraphs 9 and 14 of Exhibit A. Meeting and training time will be paid  
13 in five (5) minute increments.

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

19           0-15 minutes = \$12.50

20           16-30 minutes = \$25.00

21           31-45 minutes = \$37.50

22           46-60 minutes = \$50.00

23           3.8 Travel time to and from Participant's family residence that is  
24 located out-of-County will be paid at up to thirty dollars (\$30.00) per hour.  
25 Travel time will be paid in fifteen (15) minute increments, as follows:

26           0-15 minutes = \$ 7.50

27           16-30 minutes = \$15.00

28           31-45 minutes = \$22.50

46-60 minutes = \$30.00

4. STAFFING

CONTRACTOR shall provide the following described staff positions:

~~1.54.1 SBT Program Director/Supervisor who shall:~~

~~34.1.3 A minimum of three (3) years of supervisory experience preferably supervising tutors and/or managing tutoring programs.~~

~~34.1.4 A minimum of one (1) year of tutoring experience.~~

~~34.1.5 Have demonstrated success with administrative, management and organizational skills.~~

~~34.1.6 A Bachelor of Arts or Bachelor of Science is preferred.~~

~~34.1.7 Possess sufficient management skills to provide overall administration of tutoring program, be responsible for supervising the work of tutor staff, and provide staff with consultation and training regarding children with emotional and behavioral problems.~~

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

1 administering, and/or incorporating a majority of the following topics:

2 4.1.1.1 Counseling and psychotherapy; personality  
 3 theory and disorders; etiology of sexual deviance; psychometric assessment;  
 4 risk assessment; sexual arousal assessment and reconditioning; physiological  
 5 measurements; human sexuality, individual, dyad, group, couple, and family  
 6 counseling; social competency training; relapse prevention; behavior  
 7 modification; cognitive restructuring therapy; culturally specific treatment  
 8 needs; treatment of special needs clients; pharmacological therapy;  
 9 victimology; federal or State sexual abuse statues; and ethics and  
 10 professional standards.

11 Duties:

12 ~~34.1.8—Review~~ Responsible for reviewing all SBT service  
 13 requests, ~~assign—~~ and ~~match~~ assigning and matching staff to ~~families~~ each  
 14 Participant and Participant's family's individual needs, including, but not  
 15 limited to, language and cultural ~~preferences.~~

16 ~~34.1.9—Maintain~~ needs; maintaining cooperative and effective  
 17 working relationships with ~~her/his~~ staff ~~in order~~ to provide maximum support  
 18 to Participants and ~~families.~~

19 ~~34.1.10—Inform~~ Families; informing ADMINISTRATOR of emergency or  
 20 critical incident involving Participant and ~~submit~~ or Participant's family  
 21 member(s), and submitting necessary paperwork.

22 ~~34.1.11—Ensure that;~~ ensuring all documents and procedural forms  
 23 are signed and submitted to ADMINISTRATOR within designated time ~~--frames.~~

24 ~~34.1.12—Maintain;~~ maintaining accountability for all  
 25 ~~Wraparound~~ Wrap OC Policies and Procedures (P&P) as provided by ADMINISTRATOR.

26 ~~34.1.13—Provide;~~ providing orientation and training in  
 27 ~~Wraparound~~ Wrap OC to all ~~new~~ SBT PNP ~~Staff.~~

28 ~~34.1.14—Monitor~~ staff; monitoring service utilization,

1 ~~review~~reviewing progress on identified family goals, ~~ensure~~ensuring  
2 modifications to interventions when necessary.

3 ~~34.1.15 Monitor; monitoring~~ and ~~report~~reporting to ADMINISTRATOR,  
4 Wrap OC Direct Service Provider, Probation, Child Welfare Services, and/or  
5 Mental Health referring party, and the PNP Coordinator, all ~~PNP Staff, SBT~~  
6 staff activities if called to testify in Juvenile Court and/or if  
7 ~~Wraparound~~Wrap OC records are ~~subpoenaed~~.

8 ~~34.1.16 Assess requested; assessing~~ training and skill-building  
9 needs to ensure ~~PNP~~SBT staff ~~stay~~are compliant with all ~~Contract~~contract  
10 mandates.

11 ~~34.1.17 Conduct regular; conducting, at a minimum, monthly~~  
12 meetings with ~~PNP~~SBT staff to share information regarding ~~Wraparound~~Wrap OC  
13 issues and the status of involvement with individual Participants and  
14 Participant families, including a minimum of one (1) hour per week of  
15 individual supervision, and ~~regular~~monthly team group supervision. Individual  
16 supervision shall include, but not be limited to, ongoing coaching, feedback  
17 and support ~~regarding~~for each ~~PNP~~SBT staff, and acknowledgment of each SBT  
18 staff member's strengths ~~as well as~~and areas requiring improvement.

19 ~~34.1.18 Participate; participation~~ in mandatory trainings and  
20 ~~ensure~~ensuring that ~~PNP~~SBT staff also participate in mandatory trainings as  
21 determined by ADMINISTRATOR.

22 ~~34.1.19 Provide; providing~~ coverage for ~~PNP~~SBT staff, as needed.

23 ~~34.1.20 Assist PNP Staff; assisting SBT staff~~ in building on  
24 family strengths, assessing goals, and utilizing community resources.

25 ~~34.1.21 Provide PNP; providing SBT~~ staff with ongoing assistance  
26 to work through crisis situations, as well as day-to-day trouble shooting.

27 ~~34.1.22 Review; reviewing~~ all SBT service requests pending  
28 conclusion with ~~PNP~~SBT staff assigned to the case, ~~and~~to ensure ~~adequate~~

1 transition planning-

2 ~~34.1.23 Conduct regular;~~ conducting annual performance  
3 evaluations for staff assigned for supervision-

4 ~~34.1.24 Ensure;~~ ensuring boundaries are established and  
5 maintained between staff and Participants and/or ~~Participants'~~ Participant  
6 families-

7 ~~34.1.25 Review;~~ reviewing all documentation prepared by ~~PNP~~ SBT  
8 staff under supervision, for services provided ~~by PNP,~~

9 ~~1.5.14.1.2 Review;~~ reviewing program documentation to ensure  
10 accuracy and fidelity to the ~~Wraparound~~ Wrap OC process and ~~PNP~~ SBT  
11 requirements-; and adhering to the Rules of Conduct as required by CONTRACTOR  
12 and ADMINISTRATOR.

#### 13 4.2 SBT Therapist

14 4.2.1 Minimum Qualifications: Degree that meets or exceeds a  
15 Master's level, Psy.D., or Ph.D. is preferred, in social work, psychology, or  
16 related discipline; or M.D. with psychiatric training, and licensed to  
17 practice in the State of California; currently licensed and in good standing  
18 with the Board of Psychology, Board of Behavioral Sciences, or Medical Board;  
19 two (2) years of direct service experience (e.g., counseling, mental health,  
20 probation, etc.) working with and knowledge about the criminal justice and  
21 corrections systems; participate in a minimum of eighteen (18) hours of  
22 continuing education annually that is relevant to sex offending therapy;  
23 current, valid State licensure in a discipline that allows psychotherapy as a  
24 part of their scope of practice; and training (i.e., educational transcript  
25 and continuing education units), expertise and skill (i.e., experience and  
26 work history) in the application of appropriate treatment interventions that  
27 are currently supported in professional literature as having significant  
28 treatment value.

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

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EXHIBIT C

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY

PROVIDER NETWORK PROGRAM SERVICES

TUTORING SERVICES

~~34.1.26 Adhere to the Code of Conduct as required by CONTRACTOR and ADMINISTRATOR.~~

~~34.2 who shall:~~

~~34.2.1 Be at least eighteen (18) years of age,~~

1. ~~Have a~~ TUTORING SERVICES

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

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

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



Participant's family, and authorized by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

4           1.10 Meet with Participant as scheduled.

5           1.11 Notify the Participant's parent/caregiver(s) immediately, within  
6 one (1) hour via the Participant's parent/caregiver's preferred method of  
7 communication (telephone, text, in-person, etc.), when a change in scheduling  
8 or substitution of tutors is unavoidable, and provide written justification,  
9 in a format approved by ADMINISTRATOR, to Wrap OC Direct Service Provider  
10 within three (3) business days of change or substitution. CONTRACTOR shall  
11 comply with ADMINISTRATOR's request for copies of said written justification.  
12 CONTRACTOR shall provide an appropriate substitute tutor when the regular  
13 tutor's absence are unavoidable.

14           1.12 Develop and implement a process for communicating with  
15 Participant's school staff and/or teacher for coordination of efforts in order  
16 to evaluate the Participant's educational needs, verify Participant's  
17 educational needs, and ensure services rendered meet those needs in  
18 collaboration with Participant, Participant's parent(s)/caregiver(s), and Wrap  
19 OC Direct Service Provider.

20           1.13 Identify learning tools and materials which would be of assistance  
21 to Participant and work with Wrap OC Direct Service Provider and Participant's  
22 parent/caregiver(s) in locating said tools and materials.

23           1.14 Demonstrate and teach tutoring methods to Participant's  
24 parent/caregiver(s), older siblings, other family members, and/or other  
25 members of the CFT who wish to help Participant.

26           1.15 Collaborate with Wrap OC Direct Service Provider, Participant's  
27 parent/caregiver(s) and Participant to identify resources at the local school  
28

1 and/or in the community that can provide ongoing academic support for  
2 Participant when the tutoring services have concluded.

3 1.16 Communicate with Wrap OC Direct Service Provider a minimum of  
4 every two (2) weeks regarding Participant's progress/outcomes.

5 1.17 Seek to identify natural supports and community resources  
6 throughout the service period, to sustain the Participant and Participant's  
7 parent/caregiver once CONTRACTOR's services have concluded.

8 1.18 Provide monthly case notes, in a format approved by ADMINISTRATOR,  
9 to the Wrap OC Direct Service Provider a minimum of three (3) business days  
10 prior to each CFT meeting.

11 1.19 Provide continuous feedback to Wrap OC Direct Service Provider to  
12 assist in transitioning Participant and Participant's parent/caregiver to  
13 identified supports and resources.

14 1.20 Attend a minimum of one (1) CFT meeting per month, per referral,  
15 or as requested by ADMINISTRATOR or Wrap OC Direct Service Provider.

16 1.21 Provide Tutoring services utilizing Tutors who meet minimum  
17 qualifications. CONTRACTOR shall not utilize volunteers and/or interns to  
18 provide services specified in this Exhibit.

19 ~~1.9~~ 1.22 Service Extensions

20 1.22.1 CONTRACTOR shall obtain prior written approval from  
21 ADMINISTRATOR for any extension of service delivery. CONTRACTOR shall request  
22 an extension a minimum of thirty (30) calendar days in advance of the expected  
23 date of termination of services.

24 1.22.2 CONTRACTOR shall document and track the beginning and  
25 ending dates of authorized Tutoring services. ADMINISTRATOR will authorize  
26 services for a specified time period in each referral. CONTRACTOR's  
27 continuance of tutoring services beyond the specified time period, without  
28

1 advance written authorization from ADMINISTRATOR to extend services shall be  
2 considered a breach under Paragraph 18 of this Agreement and shall not be  
3 eligible for reimbursement.

4 1.22.3 Extensions for continued service delivery on closed cases  
5 shall not be approved by ADMINISTRATOR. CONTRACTOR's continuance of services,  
6 without prior written authorization from ADMINISTRATOR, to a Participant or  
7 Participant's family who does not have an open Wrap OC case shall be  
8 considered out-of-compliance and shall not be eligible for reimbursement.

9 ~~1.10~~ 1.23 Conclusion of Services

10 Upon conclusion of services, CONTRACTOR shall prepare a brief,  
11 written report, in a format approved by ADMINIISTRATOR, which shall include, but  
12 is not limited to the following:

13 1.23.1 A description of tutoring services provided to  
14 Participant and Participant's family;

15 1.23.2 Success and/or failure of attaining goals identified in  
16 written tutoring plan referenced in Subparagraph 1.8 in this Exhibit and  
17 applicable outcomes referenced in 15.2 of Exhibit A;

18 1.23.3 Pre-tutoring, mid-point, and post-tutoring testing  
19 scores;

20 1.23.4 All tutoring and/or academic assistance resources  
21 identified and follow-up recommendations; and

22 1.23.5 Submittal of report to ADMINISTRATOR, Wrap OC Direct  
23 Service Provider, and Participant's parent/caregiver(s) within five (5)  
24 business days of termination of services.

25 2. COMPENSATION

26 2.1 CONTRACTOR shall be paid at the following rates, as applicable,  
27 for actual time providing services, attending approved meetings and trainings.

1 and/or appearing at Juvenile Court. Compensation has been established at a  
 2 rate that includes all administrative costs (overhead/indirect, hiring costs,  
 3 standard agency training, staff supervision, record keeping, etc.) in addition  
 4 to the required service delivery, documentation, reporting, training,  
 5 reporting requirements, etc. Administrator may, in its sole discretion review  
 6 and modify rates paid for the requested services based on funding availability  
 7 as referenced in Subparagraph 40.4 of this Agreement.

8 2.2 CONTRACTOR shall be paid monthly in arrears and at the established  
 9 rate at the time of the referral.

10 2.3 Service Hours: COUNTY shall pay CONTRACTOR fifty dollars (\$50.00)  
 11 per hour, per referral, as authorized by ADMINISTRATOR for Tutoring services  
 12 specified in this Exhibit.

13 2.4 Juvenile Court: COUNTY shall pay CONTRACTOR, monthly in arrears,  
 14 forty dollars (\$40.00) per hour for actual time spent in Juvenile Court.

15 2.5 Meetings and Trainings: COUNTY shall pay CONTRACTOR forty dollars  
 16 (\$40.00) per hour for actual time spent in meetings and trainings specified in  
 17 Paragraphs 9 and 14, of Exhibit A. Services shall be billed in five (5)  
 18 minute increments. Reimbursement for attendance at trainings and meetings  
 19 shall be limited to trainings and meetings as approved in advance by  
 20 ADMINISTRATOR.

21 2.6 Travel Time: COUNTY shall pay CONTRACTOR up to thirty dollars  
 22 (\$30.00) per hour for actual travel time to Juvenile Court and to COUNTY-  
 23 approved meetings and trainings, as specified in Paragraphs 9 and 14 of  
 24 Exhibit A. Travel time will be paid in fifteen (15) minute increments as  
 25 follows:

26 0-15 minutes = \$ 7.50

27 16-30 minutes = \$15.00

31-45 minutes = \$22.50

46-60 minutes = \$30.00

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

0-15 minutes = \$ 7.50

16-30 minutes = \$15.00

31-45 minutes = \$22.50

46-60 minutes = \$30.00

3. STAFFING

CONTRACTOR shall provide the following described staff positions:

3.1 Tutoring Supervisor

~~1-10-13~~3.1.1 Minimum Qualifications: Three (3) years of supervision experience, preferably supervising tutors and/or managing tutoring programs; one (1) year of tutoring experience; one (1) year of experience with administrative, management, and organizational skills; Bachelor of Arts or Bachelor of Science in teaching or related academic subject(s) from an accredited institution of higher learning, is preferred; and one (1) year history of prior management skills (i.e., with the COUNTY or other organizations), providing overall administration of tutoring services program.

3.1.2 Duties: Responsible for supervising the work of tutoring staff, and providing tutoring staff with consultation and training on working with children who exhibit emotional and/or behavioral problems; reviewing all tutoring service requests, and assigning and matching staff to Participant and Participant's family's individual needs, including, but not limited to, language and cultural needs; maintaining cooperative and effective working

1 relationships with staff to provide maximum support to Participants and  
2 Families; informing ADMINISTRATOR of emergency or special incident involving  
3 Participant or Participant's parent/caregiver/family and submit necessary  
4 paperwork; ensuring all documents and procedural forms are signed and  
5 submitted to ADMINISTRATOR within designated time-frames; maintaining  
6 accountability for all Wrap OC P&Ps as provided by ADMINISTRATOR; providing  
7 orientation and training on Wrap OC to all tutoring staff; monitoring service  
8 utilization, reviewing progress on identified family goals, ensuring  
9 modifications to interventions when necessary; monitoring and reporting to  
10 ADMINISTRATOR all tutoring staff activities; notifying the Wrap OC Direct  
11 Service Provider, Probation, Child Welfare Services, and/or Mental Health  
12 referring party, and the PNP Coordinator, if called to testify in Juvenile  
13 Court and/or if Wrap OC records are requested; assessing training and skill-  
14 building needs to ensure staff remain compliant with all contract mandates;  
15 conducting monthly meetings with staff to share information on Wrap OC issues  
16 and the status of involvement with individual families, including a minimum of  
17 one (1) hour per week of individual supervision, and regular team group  
18 supervision. Individual supervision shall include, ongoing coaching,  
19 feedback, and support for each staff, including acknowledgement of strengths  
20 and areas requiring improvement; participation and completion of mandatory  
21 trainings and ensuring that staff also participate and complete mandatory  
22 trainings, as determined by ADMINISTRATOR; providing coverage for tutoring  
23 staff, as needed; assisting tutoring staff with building on family strengths,  
24 assessing goals, and utilizing community resources; providing tutoring staff  
25 with ongoing assistance to work through crisis situations, as well as day-to-  
26 day trouble shooting; reviewing all service requests pending conclusion with  
27 staff assigned to the case and ensuring adequate transition planning;  
28

1 conducting, at a minimum, annual performance evaluations for staff assigned  
 2 for supervision; ensuring boundaries are established and maintained between  
 3 staff and Participants and/or Participants' Families; reviewing all  
 4 documentation prepared by tutoring staff under supervision, for services  
 5 provided; reviewing program documentation to ensure accuracy and fidelity to  
 6 the Wrap OC process and PNP requirements; and adhering to the Wrap OC Rules of  
 7 Conduct as required by ADMINISTRATOR.

### 8 3.2 Tutor~~Have proficient~~

9 ~~34.2.2~~ Minimum Qualifications: Eighteen (18) years of age or  
 10 older; one (1) year of tutoring experience; training in, knowledge of ~~the~~,  
 11 and six (6) months of tutoring experience in the referred subject matter, at  
 12 time of referral,

13 ~~34.2.3 Have a minimum of;~~ six (6) ~~months'~~ months of experience  
 14 working with, children who exhibit emotional and behavioral problems or  
 15 equivalent training, ~~tutoring children with emotional and behavioral problems,~~

16 ~~1.10.23.2.1 Have own;~~ transportation with proof of at least the  
 17 California minimum amount of insurance ~~and~~, a current/valid driver's license,  
 18 and a California ~~Department of Vehicles Abstract, DMV abstract;~~ and a tutor  
 19 accreditation from an accredited institution of learning, is preferred.

20 ~~34.2.4 A Tutor Accreditation from a valid, accredited entity is~~  
 21 ~~preferred.~~

22 ~~//~~

### 23 Duties:

24 ~~34.2.5 Provide:~~ Responsible for providing direct Tutoring  
 25 services as specified in ~~this Exhibit E.~~

26 ~~1.10.33.2.2 Comply~~ Exhibits A and C; and complying with training  
 27 specified in this ~~Exhibit E~~ Exhibits A and C.



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~~(WGG1013) 19 of 19 (April 24, 2013)~~

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EXHIBIT C

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