

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FAMILY SUPPORT NETWORK

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

This AGREEMENT, entered into this 1st day of July 2018, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and FAMILY SUPPORT NETWORK, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

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

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

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

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

WHEREAS, the amended Wraparound Orange County Plan and Memorandum of

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

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

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

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28 ///

TABLE OF CONTENTS

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1. TERM 5

2. ALTERATION OF TERMS 5

3. STATUS OF CONTRACTOR 5

4. DESCRIPTION OF SERVICES AND STAFFING 6

5. LICENSES AND STANDARDS 6

6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS 7

7. FORM OF BUSINESS ORGANIZATION 9

8. NON-DISCRIMINATION 10

9. NOTICES 13

10. NOTICE OF DELAYS 14

11. INDEMNIFICATION 14

12. INSURANCE 14

13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS 19

14. CONFLICT OF INTEREST 20

15. ANTI-PROSELYTISM PROVISION 20

16. SUPPLANTING GOVERNMENT FUNDS 20

17. EQUIPMENT 20

18. BREACH SANCTIONS 22

19. PAYMENTS 23

20. OVERPAYMENTS 25

21. OUTSTANDING DEBT 25

22. FINAL REPORT 25

23. INDEPENDENT AUDIT 26

24. RECORDS, INSPECTIONS, AND AUDITS 26

25. PERSONNEL DISCLOSURE 29

26. EMPLOYMENT ELIGIBILITY VERIFICATION 31

27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS 32

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING 32

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 33

30. CONFIDENTIALITY 33

31. SECURITY 34

32. COPYRIGHT ACCESS 36

33. WAIVER 36

34. PETTY CASH 37

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA 37

36. REPORTS 38

37. ENERGY EFFICIENCY STANDARDS 38

38. ENVIRONMENTAL PROTECTION STANDARDS 38

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

40. POLITICAL ACTIVITY 40

41. TERMINATION PROVISIONS 40

42. GOVERNING LAW AND VENUE 42

43. SIGNATURE IN COUNTERPARTS 42

EXHIBIT A

1. OVERVIEW 1

2. SERVICE STANDARDS 1

3. RECRUITMENT EXPECTATIONS 3

4. TRAINING EXPECTATIONS 5

5. INFORMATION AND REFERRAL DATABASE EXPECTATIONS 9

6. SURVEY EXPECTATIONS 10

7. ADDITIONAL CONTRACTOR RESPONSIBILITIES 11

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

8. REPORTS 12
9. GOALS AND OUTCOME OBJECTIVES 14
10. QUALITY ASSURANCE/QUALITY CONTROL 15
11. HOURS OF OPERATION 16
12. FACILITIES 16
13. BUDGET 17
14. RECRUITMENT AND STAFFING 22

EXHIBIT B
1. DEFINITIONS 1

1. TERM

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

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR

1 or any of CONTRACTOR’s agents or employees. CONTRACTOR assumes exclusively
2 the responsibility for the acts of its employees or agents as they relate to
3 services to be provided during the course and scope of their employment.

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

7 4. DESCRIPTION OF SERVICES AND STAFFING

8 4.1 CONTRACTOR agrees to provide those services, facilities,
9 equipment, and supplies, as described in the Exhibits to the Agreement between
10 County of Orange and Family Support Network, attached hereto and incorporated
11 herein by reference: Exhibit “A” relating to Wraparound Orange County Support
12 Services, and Exhibit “B” relating to Wraparound Orange County terms and
13 definitions. CONTRACTOR shall operate continuously throughout the term of
14 this Agreement with the number and type of staff described and as required for
15 provision of services hereunder.

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

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

23 5. LICENSES AND STANDARDS

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

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

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

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

18 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

19 6.1 Delegation and Assignment

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

6.2 Subcontracts

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

6.2.1 Subcontracts of \$50,000 or less

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

6.2.2 Subcontracts in excess of \$50,000

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

1 performance until completion of services.

2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
3 procurement system, CONTRACTOR shall comply with such procurement system in
4 obtaining subcontracts with a total cost in excess of fifty thousand dollars
5 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall
6 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
7 with any organization when the total cumulative cost of services to be
8 provided by that organization is anticipated to exceed fifty thousand dollars
9 (\$50,000) during the term of this Agreement.

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

16 7. FORM OF BUSINESS ORGANIZATION

17 7.1 Form of Business Organization

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

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

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

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

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

3 7.2 Change in Form of Business Organization

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

11 8. NON-DISCRIMINATION

12 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
13 shall not engage nor employ any unlawful discriminatory practices in the
14 admission of clients, provision of services or benefits, assignment of
15 accommodations, treatment, evaluation, employment of personnel, or in any
16 other respect, on the basis of race, religious creed, color, national origin,
17 ancestry, physical disability, mental disability, medical condition, genetic
18 information, marital status, sex, gender, gender identity, gender expression,
19 age, sexual orientation, military and veteran status, or any other protected
20 group, in accordance with the requirements of all applicable federal or State
21 laws.

22 8.2 CONTRACTOR shall furnish any and all information requested by
23 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
24 books, records, and accounts in order to ascertain CONTRACTOR's compliance
25 with Paragraph 8 et seq.

26 8.3 Non-Discrimination in Employment

27 8.3.1 CONTRACTOR shall comply with Executive Order 11246,
28 entitled "Equal Employment Opportunity," as amended by Executive Order 11375

1 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

2 8.3.2 All solicitations or advertisements for employees placed
3 by or on behalf of CONTRACTOR shall state that all qualified applicants will
4 receive consideration for employment without regard to race, religious creed,
5 color, national origin, ancestry, physical disability, mental disability,
6 medical condition, genetic information, marital status, sex, gender, gender
7 identity, gender expression, age, sexual orientation, military and veteran
8 status, or any other protected group, in accordance with the requirements of
9 all applicable federal or State laws. Notices describing the provisions of
10 the equal opportunity clause shall be posted in a conspicuous place for
11 employees and job applicants.

12 8.3.3 CONTRACTOR shall refer any and all employees desirous of
13 filing a formal discrimination complaint to:

14 California Department of Social Services

15 Public Inquiry and Response Bureau

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

17 Sacramento, CA 95814

18 Telephone: (800) 952-5253

19 (800) 952-8349 (For the hard of hearing)

20 8.4 Non-Discrimination in Service Delivery

21 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the
22 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
23 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
24 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
25 of the Americans with Disabilities Act of 1990, as amended; California Civil
26 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
27 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
28 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-

1 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
 2 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
 3 and other applicable federal and State laws, as well as their implementing
 4 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
 5 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 6 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist
 7 or be hereafter amended. CONTRACTOR shall not implement any administrative
 8 methods or procedures which would have a discriminatory effect or which would
 9 violate the California Department of Social Services (CDSS) Manual of Policies
 10 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
 11 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or
 12 other legal remedies in accordance with WIC Section 10605, or CGC Sections
 13 11135-11139.5, or any other laws, or the issue may be referred to the
 14 appropriate federal agency for further compliance action and enforcement of
 15 Subparagraph 8.4 et seq.

16 8.4.2 CONTRACTOR shall provide any and all clients desirous of
 17 filing a formal complaint any and all information as appropriate:

18 8.4.2.1 Pamphlet: "Your Rights Under California
 19 Welfare Programs" (PUB 13)

20 8.4.2.2 Discrimination Complaint Form

21 8.4.2.3 Civil Rights Contacts:

22 County Civil Rights Contact:
 23 Orange County Social Services Agency
 24 Program Integrity
 25 Attn: Civil Rights Coordinator
 26 P.O. Box 22001
 27 Santa Ana, CA 92702-2001
 28 Telephone: (714) 438-8877

State Civil Rights Contact:
California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M.S. 15-70
Sacramento, CA 94244-2430

Federal Civil Rights Contact:
U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

9. NOTICES

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

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

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

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

1 aforesaid, any change in the address to which notices must be sent.

2 10. NOTICE OF DELAYS

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

8 11. INDEMNIFICATION

9 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
10 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
11 State, COUNTY, and their elected and appointed officials, officers, employees,
12 agents, and those special districts and agencies which COUNTY’s Board of
13 Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from
14 any claims, demands, or liability of any kind or nature, including, but not
15 limited to, personal injury or property damage arising from or related to the
16 services, products, or other performance provided by CONTRACTOR pursuant to
17 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
18 court of competent jurisdiction because of the concurrent active negligence of
19 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
20 be apportioned as determined by the court. Neither party shall request a jury
21 apportionment.

22 12. INSURANCE

23 12.1 Prior to the provision of services under this Agreement,
24 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense,
25 including all endorsements required herein, necessary to satisfy COUNTY that
26 the insurance provisions of this Agreement have been complied with.
27 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
28 and endorsements on deposit with ADMINISTRATOR during the entire term of this

1 Agreement. In addition, all subcontractors performing work on behalf of
2 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the
3 same terms and conditions as set forth herein for CONTRACTOR.

4 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
5 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
6 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
7 to the same terms and conditions as set forth herein for CONTRACTOR.
8 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
9 than the level of coverage required by COUNTY from CONTRACTOR under this
10 Agreement. It is the obligation of CONTRACTOR to provide notice of the
11 insurance requirements to every subcontractor and to receive proof of
12 insurance prior to allowing any subcontractor to begin work. Such proof of
13 insurance must be maintained by CONTRACTOR through the entirety of this
14 Agreement for inspection by COUNTY representative(s) at any reasonable time.

15 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
16 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
17 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
18 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
19 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
20 addition to, and without limitation of, any other indemnity provision(s) in
21 the Agreement, agrees to all of the following:

22 12.3.1 In addition to the duty to indemnify and hold COUNTY
23 harmless against any and all liability, claim, demand or suit resulting from
24 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
25 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
26 counsel approved by Board of Supervisors against same; and

27 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
28 absolute and irrespective of any duty to indemnify or hold harmless; and

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

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

12.5 Qualified Insurer

12.5.1 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 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).

12.6 If the insurance carrier does not have an A.M. Best 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 rating.

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	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence

Network Security & Privacy Liability \$1,000,000 per claims made

12.8 Required Coverage Forms

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.

12.8.2 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.

12.9 Required Endorsements

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

12.9.1.1 An Additional Insured endorsement using ISO form CG 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, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

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

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

12.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or

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

3 12.10 The Workers' Compensation policy shall contain a waiver of
4 subrogation endorsement waiving all rights of subrogation against the County
5 of Orange, its elected and appointed officials, officers, agents and employees
6 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

7 12.11 All insurance policies required by this Agreement shall waive all
8 rights of subrogation against the County of Orange, its elected and appointed
9 officials, officers, agents and employees when acting within the scope of
10 their appointment or employment.

11 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
12 of any policy cancellation and ten (10) days for non-payment of premium and
13 provide a copy of the cancellation notice to COUNTY. Failure to provide
14 written notice of cancellation may constitute a material breach of the
15 contract, upon which the COUNTY may suspend or terminate this Agreement.

16 12.13 If CONTRACTOR's Network Security & Privacy Liability policy is a
17 "claims made" policy, CONTRACTOR shall agree to maintain Network Security &
18 Privacy Liability coverage for two (2) years following completion of this
19 Agreement.

20 12.14 The Commercial General Liability policy shall contain a
21 severability of interests clause also known as a "separation of insureds"
22 clause (standard in the ISO CG 0001 policy).

23 12.15 Insurance certificates should be mailed to COUNTY at the address
24 indicated in Paragraph 9 of this Agreement.

25 12.16 If CONTRACTOR fails to provide the insurance certificates and
26 endorsements within seven (7) days of notification by CEO/County Procurement
27 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

28 12.17 COUNTY expressly retains the right to require CONTRACTOR to

1 increase or decrease insurance of any of the above insurance types throughout
2 the term of this Agreement. Any increase or decrease in insurance will be as
3 deemed by County of Orange Risk Manager as appropriate to adequately protect
4 COUNTY.

5 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
6 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
7 certificates of insurance and endorsements with COUNTY incorporating such
8 changes within thirty (30) days of receipt of such notice, this Agreement may
9 be in breach without further notice to CONTRACTOR, and COUNTY shall be
10 entitled to all legal remedies.

11 12.19 The procuring of such required policy or policies of insurance
12 shall not be construed to limit CONTRACTOR's liability hereunder nor to
13 fulfill the indemnification provisions and requirements of this Agreement, nor
14 act in any way to reduce the policy coverage and limits available from the
15 insurer.

16 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

19 13.1 Any accident or incident relating to services performed under this
20 Agreement that involves injury or property damage which may result in the
21 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

22 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
23 from or relating to services performed by CONTRACTOR under this Agreement.

24 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
25 property.

26 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
27 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
28 under the term of this Agreement.

14. CONFLICT OF INTEREST

The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR, CONTRACTOR's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence 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 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, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement 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, State, or COUNTY funds under any 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

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

9 CONTRACTOR further agrees to the following:

10 17.1.1 To maintain all items of Capital Equipment in good
11 working order and condition, normal wear and tear excepted.

12 17.1.2 To label all items of Capital Equipment, do periodic
13 inventories as required by ADMINISTRATOR, and to maintain an inventory list
14 showing where and how the Capital Equipment is being used, in accordance with
15 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
16 ADMINISTRATOR within ten (10) days of any request therefore.

17 17.1.3 To report in writing to ADMINISTRATOR immediately after
18 discovery, the loss or theft of any items of Capital Equipment. For stolen
19 items, the local law enforcement agency must be contacted and a copy of the
20 police report submitted to ADMINISTRATOR.

21 17.1.4 To purchase a policy or policies of insurance covering
22 loss or damage to any and all Capital Equipment purchased under this
23 Agreement, in the amount of the full replacement value thereof, providing
24 protection against the classification of fire, extended coverage, vandalism,
25 malicious mischief, and special extended perils (all risks) covering the
26 parties' interests as they appear.

27 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
28 requested in writing, shall require the prior written approval of

1 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
2 appropriate and directly related to CONTRACTOR's service or activity under the
3 terms of this Agreement. COUNTY may refuse reimbursement for any costs
4 resulting from Capital Equipment purchased which are incurred by CONTRACTOR,
5 if prior written approval has not been obtained from ADMINISTRATOR.

6 17.3 Personal Computer Equipment

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

15 18. BREACH SANCTIONS

16 18.1 Failure by CONTRACTOR to comply with any of the provisions,
17 covenants, or conditions of this Agreement shall be a material breach of this
18 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
19 termination and any other remedies available at law, in equity, or otherwise
20 specified in this Agreement:

21 18.1.1 Afford CONTRACTOR a time period within which to cure the
22 breach, which period shall be established by ADMINISTRATOR; and/or

23 18.1.2 Discontinue reimbursement to CONTRACTOR for and during
24 the period in which CONTRACTOR is in breach, which reimbursement shall not be
25 entitled to later recovery; and/or

26 18.1.3 Offset against any monies billed by CONTRACTOR but yet
27 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2
28 above.

1 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
2 pursuant to this Paragraph, which notice shall be deemed served on the date of
3 mailing.

4 19. PAYMENTS

5 19.1 Maximum Contractual Obligation

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

9 19.1.1 \$175,000 for July 1, 2018 through June 30, 2019;

10 19.1.2 \$175,000 for July 1, 2019 through June 30, 2020; and

11 19.1.3 \$175,000 for July 1, 2020 through June 30, 2021.

12 Allowable Costs

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

20 19.2 Claims

21 19.2.1 CONTRACTOR shall submit monthly claims to be received by
22 ADMINISTRATOR no later than the fifteenth (15th) calendar day of the month for
23 expenses incurred in the preceding month. In the event the fifteenth (15th)
24 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
25 claim the next business day. COUNTY holidays include New Year’s Day, Martin
26 Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day,
27 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
28 Friday after Thanksgiving Day, and Christmas Day.

1 19.2.2 All claims must be submitted on a form approved by
2 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
3 source documents with the monthly claim, including, inter alia, a monthly
4 statement of services, general ledgers, supporting journals, time sheets,
5 invoices, canceled checks, receipts, and receiving records, some of which may
6 be required to be copied. Source documents that CONTRACTOR must submit shall
7 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
8 shall retain all financial records in accordance with Paragraph 24 of this
9 Agreement.

10 19.2.3 Payments should be released by COUNTY within a reasonable
11 time period of approximately thirty (30) days after receipt of a correctly
12 completed claim form and required supporting documentation.

13 19.2.4 Year End and Final Claims

14 19.2.4.1 CONTRACTOR shall submit a final claim for
15 each COUNTY fiscal year, July 1 through June 30, covered under the term of
16 this Agreement, as stated in Paragraph 1, by no later than August 30th of each
17 corresponding COUNTY fiscal year. Claims received after August 30th of each
18 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
19 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
20 per each COUNTY fiscal year must be received, upon written notice to
21 CONTRACTOR.

22 19.2.4.2 The basis for final settlement shall be the
23 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200,
24 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
25 to the maximum obligation of COUNTY. In the event that any overpayment has
26 been made, COUNTY may offset the amount of the overpayment against the final
27 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
28 pay COUNTY all such sums within five (5) business days of notice from COUNTY.

1 Nothing herein shall be construed as limiting the remedies of COUNTY in the
2 event an overpayment has been made.

3 20. OVERPAYMENTS

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

17 21. OUTSTANDING DEBT

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

21 22. FINAL REPORT

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

28 ///

1 23. INDEPENDENT AUDIT

2 23.1 CONTRACTOR shall employ a licensed certified public accountant who
3 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
4 related expenditures during the term of this Agreement in compliance with the
5 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part
6 200, Uniform Administrative Requirements, Cost Principles and Audit
7 Requirements for Federal Awards. If CONTRACTOR is not subject to the
8 aforementioned regulations for any year covered during the term of this
9 Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's
10 Report of CONTRACTOR's financial statements. The audit must be performed in
11 accordance with generally accepted government auditing standards. CONTRACTOR
12 shall cooperate with COUNTY, State, and/or federal agencies to ensure that
13 corrective action is taken within six (6) months after issuance of all audit
14 reports with regard to audit exceptions.

15 23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
16 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
17 of organization-wide audits for each of the fiscal cycles corresponding with
18 the term of this Agreement. CONTRACTOR shall provide each audit within
19 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
20 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
21 payment under this or any subsequent Agreement with CONTRACTOR until such time
22 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
23 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

24 24. RECORDS, INSPECTIONS, AND AUDITS

25 24.1 Financial Records

26 24.1.1 CONTRACTOR shall prepare and maintain accurate and
27 complete financial records. Financial records shall be retained by CONTRACTOR
28 for a minimum of five (5) years from the date of final payment under this

1 Agreement, or until all pending COUNTY, State, and federal audits are
2 completed, whichever is later.

3 24.1.2 CONTRACTOR shall establish and maintain reasonable
4 accounting, internal control, and financial reporting standards in conformity
5 with generally accepted accounting principles established by the American
6 Institute of Certified Public Accountants and to the satisfaction of
7 ADMINISTRATOR.

8 24.2 Client Records

9 24.2.1 CONTRACTOR shall prepare and maintain accurate and
10 complete records of clients served and dates and type of services provided
11 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

12 24.2.2 CONTRACTOR shall keep all COUNTY data provided to
13 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
14 years from the date of final payment under this Agreement, or until all
15 pending COUNTY, State, and federal audits are completed, whichever is later.
16 These records shall be stored in Orange County, unless CONTRACTOR requests and
17 COUNTY provides written approval for the right to store the records in another
18 county. Notwithstanding anything to the contrary, upon termination of this
19 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
20 COUNTY in accordance with Subparagraph 41.2.

21 24.2.3 COUNTY may refuse payment for a claim if client records
22 are determined by COUNTY to be incomplete or inaccurate. In the event client
23 records are determined to be incomplete or inaccurate after payment has been
24 made, COUNTY may treat such payment as an overpayment within the provisions of
25 this Agreement.

26 24.3 Public Records

27 To the extent permissible under the law, all records, including,
28 but not limited to, reports, audits, notices, claims, statements, and

1 correspondence, required by this Agreement, may be subject to public
2 disclosure. COUNTY will not be liable for any such disclosure.

3 24.4 Inspections and Audits

4 24.4.1 The U.S. Department of Health and Human Services,
5 Comptroller General of the United States, Director of CDSS, State Auditor-
6 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
7 Department, or any of their authorized representatives, shall have access to
8 any books, documents, papers, and records, including medical records, of
9 CONTRACTOR which any of them may determine to be pertinent to this Agreement.
10 Further, all the above mentioned persons have the right at all reasonable
11 times to inspect or otherwise evaluate the work performed or being performed
12 under this Agreement and the premises in which it is being performed.

13 24.4.2 CONTRACTOR shall make its books and records available
14 within the borders of Orange County within ten (10) days of receipt of written
15 demand by ADMINISTRATOR.

16 24.4.3 In the event CONTRACTOR does not make available its books
17 and financial records within the borders of Orange County, CONTRACTOR agrees
18 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
19 designee, necessary to obtain CONTRACTOR's books and records.

20 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of
21 COUNTY's liability to the State or Federal Government or any agency thereof
22 resulting from any disallowances or other audit exceptions to the extent that
23 such liability is attributable to CONTRACTOR's failure to perform under this
24 Agreement.

25 24.5 Evaluation Studies

26 24.5.1 CONTRACTOR shall participate, as requested by COUNTY, in
27 research and/or evaluative studies designed to show the effectiveness and/or
28 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's

1 project.

2 25. PERSONNEL DISCLOSURE

3 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
4 all personnel providing services hereunder, including résumés and job
5 applications. Changes to the list will be immediately provided to
6 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job
7 application. The list shall include:

8 25.1.1 Names and dates of birth of all full or part-time
9 personnel by title, including volunteer personnel, whose direct services are
10 required to provide the programs described herein;

11 25.1.2 A brief description of the functions of each position and
12 the hours each person works each week, or for part-time personnel, each day or
13 month, as appropriate;

14 25.1.3 The professional degree, if applicable, and experience
15 required for each position; and

16 25.1.4 The language skill, if applicable, for all personnel.

17 25.2 Where authorized by law, and in a manner consistent with
18 California Government Code §12952, CONTRACTOR shall require prospective
19 employees to provide detailed information regarding the conviction of a crime
20 by any court for offenses other than minor traffic offenses. Information
21 discovered subsequent to the hiring or promotion of any prospective employee
22 shall be cause for termination from the performance of services under this
23 Agreement.

24 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
25 COUNTY, a criminal record background check on all employees (direct service
26 and administrative) funded through this Agreement and also all non-funded
27 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
28 interactive contact with clients served through this Agreement. Background

1 checks conducted through the California Department of Justice shall include a
2 check of the California Central Child Abuse Index, when applicable.
3 Candidates will satisfy background checks consistent with this Paragraph and
4 their performance of services under this Agreement.

5 25.4 CONTRACTOR shall ensure that clearances and background checks
6 described in Subparagraph 25.3 are completed prior to CONTRACTOR's personnel
7 providing services under this Agreement.

8 25.5 In the event a record is revealed through the processes described
9 in Subparagraph 25.3, COUNTY will be available to consult with CONTRACTOR on
10 appropriateness of personnel providing services through this Agreement.

11 25.6 CONTRACTOR warrants that all persons employed or otherwise
12 assigned by CONTRACTOR to provide services under this Agreement have
13 satisfactory past work records and/or reference checks indicating their
14 ability to perform the required duties and accept the kind of responsibility
15 anticipated under this Agreement. CONTRACTOR shall maintain records of
16 background investigations and reference checks undertaken and coordinated by
17 CONTRACTOR for each employee and/or volunteer assigned to provide services
18 under this Agreement, for a minimum of five (5) years from the date of final
19 payment under this Agreement, or until all pending COUNTY, State, and federal
20 audits are completed, whichever is later, in compliance with all applicable
21 laws.

22 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
23 arrest and/or subsequent conviction, for offenses, other than minor traffic
24 offenses, of any paid employee and/or volunteer staff performing services
25 under this Agreement, when such information becomes known to CONTRACTOR.
26 ADMINISTRATOR may determine whether such employee and/or volunteer may
27 continue to provide services under this Agreement and shall provide notice of
28 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply

1 with ADMINISTRATOR's decision shall be deemed a material breach of this
2 Agreement, pursuant to Paragraph 18 above.

3 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
4 staff performing work hereunder, and any proposed changes in CONTRACTOR's
5 staff.

6 25.9 COUNTY shall have the right to require CONTRACTOR to remove any
7 employee from the performance of services under this Agreement. At the
8 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

9 25.10 CONTRACTOR shall notify COUNTY immediately when staff is
10 terminated for cause from working on this Agreement.

11 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
12 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
13 work in accordance with the terms and conditions of this Agreement.

14 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 connection with any alleged violation of any federal or State statutes or
2 regulations pertaining to the eligibility for employment of any persons
3 performing work under this Agreement.

4 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

5 27.1 CONTRACTOR certifies it is in full compliance with all applicable
6 federal and State reporting requirements regarding its employees and with all
7 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments
8 and will continue to be in compliance throughout the term of the Agreement
9 with the County of Orange. Failure to comply shall constitute a material
10 breach of the Agreement and failure to cure such breach within sixty (60)
11 calendar days of notice from the COUNTY shall constitute grounds for
12 termination of the Agreement.

13 27.2 In the case of an individual contractor or contractor doing
14 business in a form other than an individual, CONTRACTOR agrees to furnish
15 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

16 27.2.1 His/her name, date of birth, Social Security Number, and
17 residence address; or

18 27.2.2 In the case of a contractor doing business in a form
19 other than as an individual, the name, date of birth, Social Security Number,
20 and residence address of each individual who owns an interest of ten percent
21 (10%) or more in the contracting entity.

22 27.3 It is expressly understood that this data will be transmitted to
23 governmental agencies charged with the establishment and enforcement of child
24 support orders, and for no other purpose.

25 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

26 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
27 ensure that all employees, agents, subcontractors, and all other individuals
28 performing services under this Agreement report child abuse or neglect to one

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

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

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

16 30. CONFIDENTIALITY

17 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
18 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
19 and all other provisions of law, and regulations promulgated thereunder
20 relating to privacy and confidentiality, as each may now exist or be hereafter
21 amended.

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

1 of any such services, agreeing to maintain confidentiality pursuant to State
2 and federal law and the terms of this Agreement.

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

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

9 31. SECURITY

10 31.1 Security Requirements

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

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

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

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

1 individuals.

2 31.1.1.4 Firewall protection.

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

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

13 31.2 Security Breach Notification

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

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

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

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

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

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

15 32. COPYRIGHT ACCESS

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

20 33. WAIVER

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

34. PETTY CASH

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

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

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

35.2.3.1 Any commercial product or service; and,

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

35.2.4 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

1 they pertain to any social media developed in support of the services
2 described within this Agreement. The policy is available on the Internet at
3 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

4 36. REPORTS

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

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

13 37. ENERGY EFFICIENCY STANDARDS

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

17 38. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

1 38.3 It will notify COUNTY and EPA about any known violation of the
2 above laws and regulations.

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

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

13 39.1.1 The definitions and prohibitions contained in the clause
14 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to
15 Influence Certain Federal Transactions, included in this solicitation, are
16 hereby incorporated by reference in 39.1.2 of this certification.

17 39.1.2 The offeror, by signing its offer, hereby certifies to
18 the best of his or her knowledge and belief as of December 23, 1989, that

19 39.1.2.1 No federal appropriated funds have been paid
20 or will be paid to any person for influencing or attempting to influence an
21 officer or employee of any agency, a Member of Congress, an officer or
22 employee of Congress, or an employee of a Member of Congress on his or her
23 behalf in connection with the awarding of any federal contract, the making of
24 any federal grant, the making of any federal loan, the entering into of any
25 cooperative agreement, and the extension, continuation, renewal, amendment, or
26 modification of any federal contract, grant, loan or cooperative agreement;

27 39.1.2.2 If any funds other than federal appropriated
28 funds (including profit or fee received under a covered federal transaction)

1 have been paid, or will be paid, to any person for influencing or attempting
2 to influence an officer or employee of any agency, a Member of Congress, an
3 officer or employee of Congress, or an employee of a Member of Congress on his
4 or her behalf in connection with this solicitation, the offeror shall complete
5 and submit with its offer, OMB standard form LLL, Disclosure of Lobbying
6 Activities, to the Contracting Officer; and

7 39.1.2.3 He or she will include the language of this
8 certification in all subcontract awards at any tier and require that all
9 recipients of subcontract awards in excess of \$100,000 shall certify and
10 disclose accordingly.

11 39.1.3 Submission of this certification and disclosure is a
12 prerequisite for making or entering into this Agreement imposed by Section
13 1352, Title 31, USC. Any person who makes an expenditure prohibited under
14 this provision or who fails to file or amend the disclosure form to be filed
15 or amended by this provision, shall be subject to a civil penalty of not less
16 than \$10,000, and not more than \$100,000, for each such failure.

17 40. POLITICAL ACTIVITY

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

21 41. TERMINATION PROVISIONS

22 41.1 ADMINISTRATOR may terminate this Agreement without penalty,
23 immediately with cause or after thirty (30) days written notice without cause,
24 unless otherwise specified. Notice shall be deemed served on the date of
25 mailing. Cause shall include, but not be limited, to any breach of contract,
26 any partial misrepresentation whether negligent or willful, fraud on the part
27 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
28 reasonable control, and repeated or continued violations of COUNTY ordinances

1 unrelated to performance under this Agreement that, in the reasonable opinion
2 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and
3 regulations. Exercise by ADMINISTRATOR of the right to terminate this
4 Agreement shall relieve COUNTY of all further obligations under this
5 Agreement.

6 41.2 For ninety (90) calendar days prior to the expiration date of this
7 Agreement, or upon notice of termination of this Agreement ("Transition
8 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
9 transfer of service responsibilities, case records, and pertinent documents.
10 The Transition Period may be modified as agreed upon in writing by the
11 parties. During the Transition Period, service and data access shall continue
12 to be made available to COUNTY without alteration. CONTRACTOR also shall
13 assist COUNTY in extracting and/or transitioning all data in the format
14 determined by COUNTY.

15 41.3 In the event of termination of this Agreement, cessation of
16 business by CONTRACTOR, or any other event preventing CONTRACTOR from
17 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
18 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
19 requested to do so on such media as reasonably requested by COUNTY, even if
20 COUNTY is then or is alleged to be in breach of this Agreement.

21 41.4 The obligations of COUNTY under this Agreement are contingent upon
22 the availability of federal and/or State funds, as applicable, for the
23 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
24 for the services hereunder in the budget approved by the Orange County Board
25 of Supervisors each fiscal year this Agreement remains in effect or operation.
26 In the event that such funding is terminated or reduced, ADMINISTRATOR may
27 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
28 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be

1 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
2 notification of such determination. CONTRACTOR shall immediately comply with
3 ADMINISTRATOR's decision.

4 41.5 If any term, covenant, condition, or provision of this Agreement
5 or the application thereof is held invalid, void, or unenforceable, the
6 remainder of the provisions in this Agreement shall remain in full force and
7 effect and shall in no way be affected, impaired, or invalidated thereby.

8 42. GOVERNING LAW AND VENUE

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

18 43. SIGNATURE IN COUNTERPARTS


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

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

27 ///

28 ///

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

By:  By: _____
 PAMELA AUSTIN CHAIRMAN
 CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
 FAMILY SUPPORT NETWORK COUNTY OF ORANGE, CALIFORNIA

Dated: May 8, 2018 Dated: _____

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

 ROBIN STIELER
 Clerk of the Board
 Orange County, California

APPROVED AS TO FORM
 COUNTY COUNSEL
 COUNTY OF ORANGE, CALIFORNIA

By: _____
 DEPUTY

Dated: _____

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

By: _____ By: _____
PAMELA AUSTIN CHAIRMAN
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
FAMILY SUPPORT NETWORK COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Ann D'Lo
DEPUTY

Dated: 5/8/18

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

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

SUPPORT SERVICES

1. OVERVIEW

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

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

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

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

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

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

2. SERVICE STANDARDS

2.1 CONTRACTOR shall adhere to Wrap OC Standards, which are

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

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

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

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

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

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

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

28 2.5.3 Identification of measures taken to enhance accessibility

1 for, and sensitivity to, individuals and communities with physical, emotional,
2 behavioral, or other challenges.

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

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

12 3. RECRUITMENT EXPECTATIONS

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

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

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

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

System because of serious emotional or behavioral problems;

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

3.2.3 Familiarity with community resources; and

3.2.4 Willingness to:

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

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

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

3.2.4.4 Provide resource information to the Participant's family;

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

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

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

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

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

1 3.2.4.10 Communicate with Wrap OC Provider Agencies to
2 discuss all problems or issues in providing Wrap OC.

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

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

7 4. TRAINING EXPECTATIONS

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

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

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

21 4.4 Parent Partner Training

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

25 4.4.2 CONTRACTOR shall provide certification training (i.e. New
26 Parent Partner Training) at least two (2) times per calendar year.
27 ADMINISTRATOR will provide Wrap OC philosophy and policies to CONTRACTOR to
28 include in certification training. Wrap OC Provider Agencies shall require

1 all Parent Partners to complete mandatory Wrap OC Four (4)-Day Core Training
2 in Wrap OC philosophy and policies.

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

8 4.4.4 CONTRACTOR shall retain sign-in sheets collected at each
9 Parent Partner training to verify attendance.

10 4.4.5 CONTRACTOR shall ensure that Parent Partners are familiar
11 with and have a detailed knowledge of the following Wrap OC program elements:

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

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

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

22 4.4.5.4 Placement, including, but not limited to:
23 caregiver’s name and relationship to Participant, and placement at the time of
24 Participant’s referral;

25 4.4.5.5 Medical Status;

26 4.4.5.6 Participant’s Legal Status, including, but
27 not limited to: Ward or Dependent of the Juvenile Court and/or engaged in
28 Family Reunification (FR), Family Maintenance (FM), Voluntary Family Services

(VFS), or Adoption Assistance Program (AAP):

4.4.5.7 School Status;

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

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

4.4.5.10 Outcome Measurements, including the Participant’s emotional, behavioral, and social status;

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

4.4.5.12 ADMINISTRATOR’s database system, when accessible.

4.5 Parent Partner Professional Growth

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

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

4.6 Wrap OC Training Committee

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

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

4.6.1.1 Review and evaluation of Wrap OC training

effectiveness:

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

4.6.1.3 Delivery of ongoing Wrap OC training.

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

4.7 Wrap OC Four (4)-Day Core Training

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

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

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

4.8 Wrap OC Overview Training

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

1 determined by ADMINISTRATOR.

2 The Wrap OC Overview Trainings will be held in the offices of one
3 of the Wrap OC Provider Agencies or a COUNTY facility, as may be available.
4 ADMINISTRATOR reserves the right to change the location of the training as may
5 be needed.

6 4.8.1 CONTRACTOR shall participate in the development of
7 training materials and provide training for Wrap OC Overview Training as part
8 of the Training Committee.

9 4.9 Wrap OC Institute Training

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

17 4.9.1 CONTRACTOR shall provide support for and participate in
18 this monthly mandatory training as scheduled by ADMINISTRATOR.

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

23 5. INFORMATION AND REFERRAL DATABASE EXPECTATIONS

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

1 5.2 CONTRACTOR shall periodically verify service information with
2 community-based organizations and resource providers to ascertain accuracy of
3 information.

4 5.3 CONTRACTOR shall assist Wrap OC Provider Agencies to access
5 resource services.

6 5.4 CONTRACTOR shall collect data relevant to Wrap OC Provider
7 Agencies' usage of resources from the Information and Referral Database. Data
8 collected shall include, but not be limited to, the following:

9 5.4.1 Resources provided to each Wrap OC Provider Agency;

10 5.4.2 All follow-up attempts;

11 5.4.3 Date(s) item(s) are picked up by each Wrap OC Provider
12 Agency; and

13 5.4.4 Database usage.

14 6. SURVEY EXPECTATIONS

15 6.1 CONTRACTOR shall complete Family Satisfaction Surveys of Wrap OC
16 Participants and their families following the conclusion of Wrap OC and
17 Provider Network Program (PNP) services.

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

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

1 6.2.1 If a Wrap OC Provider Agency staff does not respond to
2 CONTRACTOR’s request for WFI survey participation, CONTRACTOR shall contact
3 the respective Wrap OC Provider Agency’s Wraparound Director to enlist the
4 director’s assistance in obtaining the staff member’s responses to WFI.
5 CONTRACTOR shall document all such calls to Wraparound Directors and the
6 results of those calls.

7 6.3 CONTRACTOR shall survey WRIT-approved commencements, which are
8 deemed ready for survey, within ten (10) business days from the date
9 commencement is approved by WRIT.

10 7. ADDITIONAL CONTRACTOR RESPONSIBILITIES

11 In addition to providing the services described in Paragraphs 3 through
12 6 of this Exhibit A, CONTRACTOR agrees to:

13 7.1 Meet regularly with WOG and WRIT to discuss trends, and to discuss
14 and resolve any Wrap OC Program Support issues;

15 7.2 Participate with ADMINISTRATOR in the planning, design and
16 implementation of a Quality Improvement (QI) Program. CONTRACTOR shall
17 participate in quarterly QI meetings with ADMINISTRATOR; and

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

22 7.3.1 Wrap OC Training Committee Meetings which meet monthly
23 for one and a half (1½) hours to review upcoming training(s);

24 7.3.2 Wrap OC Provider Agency Meetings which are held the
25 second Monday of each month or as determined by ADMINISTRATOR;

26 7.3.3 WRIT Meetings which are held every Wednesday, or as
27 determined by ADMINISTRATOR, to review and discuss POCs and case assignments;
28 and

1 7.3.4 Technical Assistance Meetings which meet as requested.
2 Meeting dates, time and duration may vary depending on Wrap OC Provider Agency
3 needs for technical assistance.

4 7.4 Participate in ADMINISTRATOR’s Utilization Review of Wrap OC
5 Provider Agencies, as directed by ADMINISTRATOR.

6 8. REPORTS

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

13 8.1 Monthly Report

14 8.1.1 CONTRACTOR shall develop and submit to ADMINISTRATOR by
15 the twentieth (20th) of each month, in a format approved by ADMINISTRATOR,
16 reports providing, but not limited to, the following:

17 8.1.1.1 The monthly costs incurred for recruiting and
18 training Parent Partners;

19 8.1.1.2 The following service delivery data: and
20 8.1.1.2.1 Description of efforts made to
21 recruit qualified Parent Partners;

22 8.1.1.2.2 Number of inquiries made by
23 parties interested in enrolling in the Parent Partner training program;

24 8.1.1.2.3 Number of enrollments in the
25 Parent Partner training program;

26 8.1.1.2.4 Number of individuals completing
27 the Parent Partner training program;

28 8.1.1.2.5 Number of potential Parent

Partners screened and referred to any Wrap OC Provider Agency:

8.1.1.2.6 Post-training satisfaction survey results, Family Satisfaction Surveys, and WFI survey results, including “no response” data; and

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

8.1.1.3 The following resource development data:

8.1.1.3.1 Number of resources;

8.1.1.3.2 Types of resources;

8.1.1.3.3 Resource updates;

8.1.1.3.4 Number of requests for information and referrals;

8.1.1.3.5 Actual number of referrals;

8.1.1.3.6 Dates of the requests for information and referrals; and

8.1.1.3.7 Response dates.

8.2 Quarterly and Annual Reports

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

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

1 8.2.2.1 Description of the CONTRACTOR’s progress in
2 implementing the provisions of this Agreement;

3 8.2.2.2 Any pertinent facts or interim findings,
4 staff changes, and reasons for any such changes; and

5 8.2.2.3 Information as to whether the CONTRACTOR is
6 or is not progressing satisfactorily in achieving the terms of this Agreement
7 and if not, what steps will be taken to achieve satisfactory progress.

8 8.3 Miscellaneous Wrap OC Support Services Report(s)

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

15 9. GOALS AND OUTCOME OBJECTIVES

16 9.1 Goals

17 9.1.1 CONTRACTOR shall screen, interview, and refer as many
18 prospective Parent Partners as needed to fill a vacancy as soon as possible,
19 when a Wrap OC Provider Agency has an opening for the Parent Partner position.

20 9.1.1.1 CONTRACTOR shall keep a file of prospective
21 Parent Partner candidates that can be contacted when there is a vacant Parent
22 Partner position.

23 9.1.2 CONTRACTOR shall maintain up-to-date information on the
24 availability of resources within the community, verify such information, and
25 assist Wrap OC Provider Agencies’ staff to access resource services.

26 9.1.3 CONTRACTOR shall complete satisfaction surveys of Wrap OC
27 Participants and their families, including telephone interviews utilizing the
28 WFI survey to measure the impact of Wrap OC on the Participant, family and

1 service providers at the time of survey.

2 9.2 Outcomes

3 9.2.1 CONTRACTOR shall offer a minimum of one hundred fifty
4 (150) resource referrals per month to Wrap OC Provider Agencies.

5 9.2.2 CONTRACTOR shall provide support for and participate in a
6 minimum of eleven (11) Wrap OC Institute trainings per year.

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

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

13 9.2.4 CONTRACTOR shall track and provide evaluation results for
14 one hundred percent (100%) of Wrap OC Four (4)-Day Core Training events.

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

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

23 10. QUALITY ASSURANCE/QUALITY CONTROL

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

1 following:

2 10.1.1 The method for ensuring the services, deliverables, and
3 requirements defined in this Agreement are being provided at or above the
4 level of quality per this Agreement;

5 10.1.2 The method for assuring that the professional staff
6 rendering services under this Agreement have the necessary qualifications;

7 10.1.3 The method of identifying and preventing deficiencies in
8 the quality of services as defined by COUNTY policy; and

9 10.1.4 The method for providing ADMINISTRATOR with a copy of
10 CONTRACTOR case reviews, a clear description of, and corrective action taken,
11 to resolve identified problems.

12 11. HOURS OF OPERATION

13 11.1 At a minimum, CONTRACTOR shall provide services Monday through
14 Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by
15 the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to
16 provide the contracted services on holidays, whenever possible.

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

26 12. FACILITIES

27 Services under this Agreement shall be provided at:
28

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

CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

13. BUDGET

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

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

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

1	Advertising	600
	Gift Certificates	2,000
2	Training	10,000
	SUBTOTAL SERVICES AND SUPPLIES	\$ 22,806
3	<u>OPERATING EXPENSES</u>	
4	Facility Lease/Rental	\$ 7,060
5	Maintenance	800
6	Utilities	2,000
7	Insurance	2,050
	SUBTOTAL OPERATING EXPENSES	\$ 11,910
8	TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 34,716
9	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND	\$ 175,000
10	OPERATING EXPENSES	
11	TOTAL ANNUAL BUDGET (7/1/18- 6/30/19)	\$ 175,000

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

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

1	Independent Audit	\$ 3,450
	Payroll Processing	410
2	Office Supplies	2,824
	Telephone	850
3	Mileage ⁽⁵⁾	2,050
	Postage	300
4	Advertising	600
5	Gift Certificates	2,000
6	Training	10,000
		<hr/>
	SUBTOTAL SERVICES AND SUPPLIES	\$ 22,484
7	<u>OPERATING EXPENSES</u>	
8	Facility Lease/Rental	\$ 7,272
9	Maintenance	808
10	Utilities	2,020
	Insurance	2,071
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11	SUBTOTAL OPERATING EXPENSES	\$ 12,171
12	TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 34,655
13		<hr/>
14	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 175,000
15		<hr/>
	TOTAL ANNUAL BUDGET (7/1/19- 6/30/20)	\$ 175,000

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

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

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ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (15.49% TOTAL)	1,849
TOTAL ADMINISTRATIVE SALARIES/BENEFITS	<u>\$ 13,783</u>
TOTAL ALL SALARIES AND BENEFITS	<u>\$ 140,406</u>
<u>SERVICES AND SUPPLIES</u>	
Independent Audit	\$ 3,450
Payroll Processing	410
Office Supplies	2,497
Telephone	850
Mileage ⁽⁵⁾	2,050
Postage	300
Advertising	600
Gift Certificates	2,000
Training	10,000
SUBTOTAL SERVICES AND SUPPLIES	<u>\$ 22,157</u>
<u>OPERATING EXPENSES</u>	
Facility Lease/Rental	\$ 7,490
Maintenance	816
Utilities	2,040
Insurance	2,091
SUBTOTAL OPERATING EXPENSES	<u>\$ 12,437</u>
TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	<u>\$ 34,594</u>
SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	<u>\$ 175,000</u>
TOTAL ANNUAL BUDGET (7/1/20- 6/30/21)	<u>\$ 175,000</u>

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

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

⁽³⁾ Employee Benefits include contributions to 401k or retirement plans;

1 health insurance; dental insurance; life insurance; long-term disability
2 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State
3 Unemployment Tax, and Workers' Compensation Tax, based on the currently
4 prevailing rates; and expense for accrued vacation time payout, for a
5 separated employee, limited to the actual vacation time accrued during the
6 fiscal year in which the expense is claimed, minus the actual vacation time
7 used by the employee during said fiscal year. The overall benefit rate shall
8 not exceed the percentage of the actual salary expense claimed.

9 (4) Administrative costs are defined as those costs not solely related to
10 direct services to clients, supervision and program costs (e.g., executive
11 director oversight, technology services, accounting, payroll, etc.) shall be
12 held to no more than 15 percent (15%) of total gross program costs.

13 (5) Mileage is limited to the amount allowed by IRS.

14 13.1 Expense for extra pay, including but not limited to, overtime,
15 stipends, bonuses, staff incentives, severance pay, etc., will not be eligible
16 for reimbursement under this Agreement unless authorized in writing by
17 ADMINISTRATOR. Such authorization shall be considered as an exception and may
18 be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

19 13.2 CONTRACTOR and ADMINISTRATOR may mutually agree, subject to
20 advance written notice, to add, delete or modify line items and/or amounts
21 and/or the number and type of FTE positions without changing COUNTY's maximum
22 obligation as stated in Subparagraph 19.1 of this Agreement or reducing the
23 level of service to be provided by CONTRACTOR. Further, in accordance with
24 Subparagraph 41.4 of this Agreement, in the event ADMINISTRATOR reduces the
25 maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and
26 ADMINISTRATOR may mutually agree in writing to proportionately reduce the
27 service goals as set forth in this Exhibit.

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14. RECRUITMENT AND STAFFING

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

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

14.2.1 Parent Partner Coordinator

Duties

14.2.1.1 Report to the Executive Director.

14.2.1.2 Supervise Resource Specialist and Data Collection Specialist staff.

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

14.2.1.4 Monitor program outcomes.

14.2.1.5 Participate in weekly administrative and staff meetings.

14.2.1.6 Attend all required training sessions.

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

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

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

1 14.2.1.7.3 Attend all training sessions
2 required by ADMINISTRATOR and/or California Department of Social Services
3 (CDSS).

4 14.2.1.7.4 Recruit potential Parent
5 Partners.

6 14.2.1.7.5 Provide Wrap OC orientation and
7 training to Wraparound Support Service Trainers.

8 14.2.1.8 Act as Parent Partner Trainer, which
9 includes, but is not limited to, the following duties:

10 14.2.1.8.1 Develop and compile training
11 materials in conjunction with the Wrap OC Training Committee.

12 14.2.1.8.2 Conduct training sessions for
13 new Parent Partners.

14 14.2.1.8.3 Identify Wrap OC applicable
15 training topics.

16 14.2.1.8.4 Ensure consistency and
17 conformity to training protocols.

18 14.2.1.8.5 Disseminate new Wrap OC
19 information to Parent Partners.

20 14.2.1.8.6 Conduct Wrap OC Overview, Wrap
21 OC Four (4)-Day Core, and bimonthly Parent Partner meetings.

22 14.2.1.8.7 Compile training statistics for
23 all Wrap OC trainings.

24 14.2.1.8.8 Collaborate with staff from
25 CDSS, Wrap OC Provider Agencies, and local Wraparound providers to implement a
26 variety of Wrap OC projects or trainings as determined by ADMINISTRATOR.

27 Qualifications

28 14.2.1.9 Bachelor's degree in social work, psychology,

nursing, occupational therapy, or education, from an accredited college or university;

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

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

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

14.2.1.13 Experience working with children with special needs; and

14.2.1.14 Proficiency in English.

14.2.2 Data Collection Specialist

Duties

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

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

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

14.2.2.4 Collect Wrap OC survey information data.

Qualifications

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

14.2.2.6 Excellent communication skills;

14.2.2.7 Proficiency in Microsoft Word and Excel;

14.2.2.8 Proficiency in English;

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

14.2.2.10 Ability to complete all required forms.

14.2.3 Resource Specialist

Duties

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

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

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

14.2.3.4 Assist Wrap OC Provider Agencies to access
resource services.

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

Qualifications

14.2.3.6 Excellent communication skills;

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

14.2.3.8 Proficiency in English;

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

14.2.3.10 Knowledge of community resources.

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14.2.4 Executive Director

Duties

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

14.2.4.2 Appoint and terminate contracted staff as needed.

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

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

14.2.4.5 Act as CONTRACTOR's liaison with WOG.

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

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

Qualifications

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

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

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14.2.5 Accounting Manager

Duties

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

Qualifications

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

14.2.5.3 Five (5) years of experience in accounting, finance, or related field;

14.2.5.4 Experience working with a nonprofit is preferred;

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

14.2.5.6 Excellent communication skills; and

14.2.5.7 Proficiency in English.

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EXHIBIT B

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

FAMILY SUPPORT NETWORK

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

DEFINITIONS

1. DEFINITIONS

CONTRACTOR shall be familiar with the following definitions:

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

1.1.1 Track Wrap OC data;

1.1.2 Create Wrap OC reports;

1.1.3 Enable more accurate monitoring of outcomes;

1.1.4 Inform decision-making;

1.1.5 Facilitate quality assurance; and

1.1.6 Improve service delivery.

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

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

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

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

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

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

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

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

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

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

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

4 1.11.1 The CFT may include:

- 5 1.11.1.1 Participant’s parent(s);
- 6 1.11.1.2 Selected family members;
- 7 1.11.1.3 Family representative(s);
- 8 1.11.1.4 Resource parent(s);
- 9 1.11.1.5 Guardian(s);
- 10 1.11.1.6 Adoptive parents; and
- 11 1.11.1.7 Friends or other support persons who are

12 important to the Participant.

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

- 15 1.11.2.1 Senior Social Worker (SSW);
- 16 1.11.2.2 Deputy Probation Officer (DPO);
- 17 1.11.2.3 Mental Health (MH) Therapist and/or Case
18 Manager;
- 19 1.11.2.4 Relevant counseling or mental health
20 representatives; and

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

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

1 1.12.1 Care Coordinator;

2 1.12.2 Parent Partner;

3 1.12.3 Youth Partner;

4 1.12.4 Wraparound Supervisor, as needed or invited;

5 1.12.5 Any traditional or non-traditional support system(s);

6 1.12.6 Significant other(s);

7 1.12.7 Professional supports; and

8 1.12.8 Natural supports.

9 1.13 Child Out-of-Home Report (COR): Information reported to the Wrap
10 OC liaisons when Participants are out-of-home overnight or more than twenty-
11 four (24) hours for reasons such as: absent-without-leave (AWOL),
12 hospitalization, placement in a residential facility (including placement in a
13 residential facility for educational needs), protective custody for
14 dependents, or custody violations for wards.

15 1.14 Child Welfare Services Redesign Supportive Services (CWSRSS): See
16 Provider Network Program.

17 1.15 Children and Family Services (CFS): One (1) of four (4) divisions
18 of SSA. CFS provides services to children and families who are involved with,
19 or at risk of involvement with, the child welfare system. The Participants’
20 assigned SSWs are CFS employees.

21 1.16 Children with Sexual Behavior Problems: Children ages twelve (12)
22 years and younger who demonstrate developmentally inappropriate or aggressive
23 sexual behavior.

24 1.17 Community-Based Services: Formal and informal services available
25 to children/youth and families in the communities where they live, provided
26 primarily by staff from non-governmental, community-based agencies.

27 1.18 Concluded: The term used to signify the closure of a Wrap OC case
28 and/or that the Participant’s participation in Wrap OC has concluded.

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

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

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

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

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

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

26 1.23 Crisis Assessment Team (CAT): A team that provides twenty-four
27 (24)-hour mobile response services to any adult or youth experiencing a
28 behavioral health crisis. Calls to provide crisis intervention to individuals

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

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

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

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

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

28 1.28 Diagnosis: The nature of the Participant's medical disorder

1 and/or, as it more generally applies to Wrap OC, the Participant’s mental
2 health disorder, per the most current edition of the Diagnostic and
3 Statistical Manual of Mental Disorders (DSM) published by the American
4 Psychiatric Association.

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

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

20 1.30.1 Assessment and interpretation of mental health needs with
21 integration of information in service planning;

22 1.30.2 Consultation with the student, family and staff to
23 develop an appropriate program;

24 1.30.3 Individual, group, family and/or parent counseling
25 provided by qualified social workers, psychologists, guidance counselors or
26 other qualified personnel, including therapeutic counseling when required;

27 1.30.4 Teaching education rights’ holders the skills to enable
28 them to support implementation of a youth’s Individualized Education Plan

(IEP):

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

1.30.6 Assessment for and administration and management of medications; and

1.30.7 Residential placement.

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

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

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

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

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

1.31.5 At risk of or placed in congregate care that is licensed by California Department of Social Services (CDSS), formerly at a Rate Classification Level (RCL) of ten to sixteen (10-16) or higher, and that focuses on care for children/youth/NMD who:

1.31.5.1 Exhibit significant emotional and/or behavioral disturbance;

1.31.5.2 Require highly structured environments;

1.31.5.3 Require specialized treatment;

1.31.5.4 Exhibit behavior including, but not limited to, one or more of the following behaviors: frequent running away/AWOL, gang

1 involvement, tagging, property destruction, self-harming, possession of deadly
2 weapons, adjudicated sex offenders, possession of alcohol and drugs for use or
3 sales, juvenile perpetrator, substance abuse disorder, fire starter,
4 sexualized behavior, sexual exploitation, multiple placements, minor criminal
5 behavior, oppositional defiant behavior, aggression, assaultive toward others,
6 educational deficiencies, habitual school truancy and/or other school-related
7 behavior problems, post-traumatic stress, behaviors beyond the control of
8 parent(s) and/or primary caregiver(s), recognized mild developmental disorder,
9 significant mental health disorders, one (1) or more hospitalizations in a
10 mental health facility, or child/youth/NMD has previously received other
11 intensified services. In addition, child/youth/NMD may have been raised in
12 families with multi-generational criminal justice involvement, social services
13 involvement, and/or mental health disorders.

14 1.32 Emergency: A period of time when a Participant's immediate
15 situation is physically threatening and medical, protective (Child Abuse
16 Registry), law enforcement (police), and/or psychiatric evaluation measures
17 are required. Such emergencies would include situations in which the
18 Participant or the Participant's family member(s) become physically
19 aggressive, suicidal, and/or report aggressive command hallucinations, etc.

20 1.33 Emergency CFT Meeting: May be held to address Participant's
21 safety issues and placement concerns but must occur within twenty-four (24)
22 hours of the incident that triggers the need for the meeting and/or change of
23 circumstances.

24 1.34 Emergency Fund: Funds reserved to deal with any unanticipated
25 emergencies experienced by individual Participants and/or Participants'
26 families.

27 1.35 Emergency Response (ER): A program in CFS in which social workers
28 respond to Child Abuse Registry (CAR) referrals that are determined to meet

1 the legal definition for suspected child abuse and/or neglect. ER social
2 workers investigate allegations of child maltreatment, assess risk and child
3 safety, and determine whether preventative services or protective custody
4 interventions are required.

5 1.36 Enrollment Date: The date a child/youth/NMD is enrolled in a Wrap
6 OC referral SB 163 slot.

7 1.37 Extended Foster Care (EFC) Program: Under the provision of AB 12,
8 this program allows foster youth to remain in foster care and continue to
9 receive foster care payment benefits (AFDC-FC payments) and services beyond
10 age eighteen (18), as long as the foster youth meets all of the following
11 requirements:

- 12 1.37.1 Meeting one (1) of five (5) participation requirements;
- 13 1.37.2 Living in an approved or licensed home or facility; and
- 14 1.37.3 Meeting other eligibility requirements.

15 1.38 Family(ies): Participant’s parent(s), siblings and other
16 relatives related to the Participant by blood, marriage, or non-relative
17 extended family connection. Families include the adult(s) committed to a
18 Participant and/or able to meet the Participant’s needs. In most cases, the
19 family will be the Participant’s birth family or kin. In some cases, it might
20 include a step-parent or blended family that has a significant healthy
21 attachment. In other cases, it will be an adoptive family or a foster
22 resource family with the potential to become a permanent family for the
23 Participant. In rare circumstances, a family must be developed. In most
24 cases, the Participant will be able to identify the family that has a
25 commitment to the Participant or that has the potential to develop a
26 commitment. This may include extended family or others who are seen by the
27 Participant as significant and supportive.

28 1.39 Family-Centered: The needs of children addressed in the context

1 of their families. Parent(s) or primary caregiver(s) will participate in all
2 aspects of the development and implementation of the POC, support, and
3 services, to the degree they are able and to the extent permitted by any
4 outstanding orders of the court.

5 1.40 Family Maintenance Collaborative Services (FMCS): A voluntary CFS
6 program for time-limited preventative services designed to: stabilize and
7 maintain non-dependent children, who have been determined to be at high-risk
8 of child abuse or neglect, in their homes/families; promote child safety; link
9 families to community-based resources; and reduce the need for protective
10 custody.

11 1.41 Family Representative: Anyone who has a meaningful connection
12 with the Participant and is seen by the Participant as significant and
13 supportive. A family representative may include family member(s),
14 relative(s), neighbor(s), or others who are involved with and important to the
15 Participant, such as a football coach or school teacher.

16 1.42 Family Review Process: The method of ensuring a system of care
17 support, quality assurance, and continuous system improvement that provides
18 family collaboration, facilitates quality assurance and continuous system
19 improvement, involves periodic reviews and monitoring of individual POCs and
20 outcomes, provides systemic support at both the Participant and Participant's
21 family's level and the system-practice level. This includes consultation
22 between the Wrap OC Provider Agency and WRIT or its designee.

23 1.43 Family Setting: A living arrangement, which includes or will
24 include the Participant and one or more relatives or caregivers, who are
25 willing to participate in a strength-based process and willing to work toward
26 permanency. This might include parents, relative placements, NREFM
27 placements, guardianships, resource families, or adoptive parents.

28 1.44 Flex Funds: Term used to identify the flexible use of State and

1 County foster care funds and AAP funds needed to:

2 1.44.1 Facilitate family self-sufficiency;

3 1.44.2 Assist the family in meeting their basic needs to enable
4 the Participant to remain with or be transitioned to their respective families
5 or family-like settings;

6 1.44.3 Aid the Participant and/or Participant’s family members
7 in developing and implementing more appropriate coping skills and behavior;
8 and

9 1.44.4 Enable funding to be used for individualized, intensive
10 Wrap OC interventions and services, which include the creative use of funding
11 to enable Participants to remain safely in the least-restrictive setting,
12 ideally with their respective families or in family-like settings.

13 1.45 Formal Supports: System-based services and supports provided by
14 professionals (or other individuals who are paid to care) that include a
15 structure of requirements for which there is oversight by state or federal
16 agencies, national professional associations, and/or the general public.

17 1.46 Health Care Agency (HCA): County of Orange Agency authorized by
18 the State of California Medi-Cal Program to provide services, submit claims,
19 and receive payments for Medi-Cal reimbursable activities.

20 1.47 Individual Service Report (ISR): A flex fund expenditure report,
21 generated monthly by each Wrap OC Provider Agency, that identifies Youth
22 Partner, Parent Partner, Care Coordinator, and all other case-specific Wrap OC
23 costs incurred each month.

24 1.48 Individualized Services: Services tailored to the specific,
25 unique needs of the Participant and/or Participant’s family; incorporating a
26 flexible, creative approach to treatment planning based on an assessment of
27 needs, resources, and family strengths; and including the use of formal and
28 informal supports and services.

1 1.49 Informal Supports: Community-based services and supports provided
2 by individuals and/or organizations that exist or can be developed in the
3 Participant/Participant’s family’s community, kinship, social and/or spiritual
4 networks. Interventions and/or activities that utilize friends, extended
5 family members, clergy and/or other faith-based mentors, neighbors, educators,
6 coaches, local business persons, other persons who are not paid to care, and
7 so forth.

8 1.50 In-Home Safety Aide (IHSA): Provider Network Program Agency
9 paraprofessional staff who provides direct behaviorally-based, in-home
10 parental aid, and in-home monitoring services to Participants and
11 Participants’ parent/caregiver(s).

12 1.51 Intake Referral: A completed referral form, with all supporting
13 documentation, initialed by a SSW, DPO, or MH Therapist/Case Manager to enroll
14 a child/youth/NMD in Wrap OC.

15 1.52 Licensed Therapist: A mental health care professional who is
16 licensed as a Licensed Clinical Social Worker (LCSW), Marriage and Family
17 Therapist (MFT), or Psychologist Ph.D.

18 1.53 Life Area: Areas of basic human needs including: Family
19 Relationships; Living Environment; Educational; Vocational/Work;
20 Social/Recreational; Financial; Cultural; Emotional/Psychological;
21 Medical/Health; Spiritual; Safety; and Legal. At its sole discretion,
22 ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or
23 modify the identified life areas.

24 1.54 Linkages: Relationships between CONTRACTOR and services in the
25 community to the benefit of Participants and Participants’ families.

26 1.55 Medical Home: A team-based health care delivery model of primary
27 care to patients with a goal to obtain maximal health outcomes. Also known as
28 the Patient-Centered Medical Home (PCMH) and typically is a Primary Care

1 Physician, Pediatrician, or Group.

2 1.56 Multi-Disciplinary Consultation Team (MDCT): A team collaboration
3 including representatives from SSA and HCA, and may include representatives
4 from Probation and/or Orange County Department of Education. MDCT serves as a
5 resource to assist families with non-dependent children/youth who are at-risk
6 for maltreatment. It is designed to reduce the need for protective custody
7 and out-of-home placement, and to stabilize and strengthen the family through
8 a coordination of available community-based resources and services.

9 1.57 Non-Minor Dependent (NMD): A foster child who has attained the age
10 of eighteen (18) years while in foster care and is younger than twenty-one
11 (21) years, pursuant to WIC Section 11400(v). The NMD must meet at least one
12 (1) of the AB 12 participation requirements and must participate in a
13 Transitional Independent Living Plan (TILP) under the support of SSA.

14 1.58 Out-of-County: Any California county other than Orange County.
15 May also be extended to include out-of-state as deemed necessary.

16 1.59 Parent Partner: Wrap OC Provider Agency staff who provides
17 support to the Family Team, and the Participant’s parent(s)/caregiver(s) in
18 particular. The Parent Partner shall have personal experience (ideally as a
19 parent) with services provided through the COUNTY’s Child Welfare Services,
20 Probation, or Mental Health System for a minor child(ren) or person(s) who may
21 be emotionally/behaviorally disturbed.

22 1.60 Participant: A child/youth/NMD who meets the criteria for an
23 Eligible Child as defined in this Exhibit B and has been accepted into a Pre-
24 Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.

25 1.61 Plan Of Care (POC): A written plan, which might also include
26 items to help the Participant and/or the Participant’s family comply with any
27 orders of the Juvenile Court (dependency and/or Probation), and developed and
28 signed by the Family Team. POC shall include the following elements:

1 1.61.1 Participant and Participant's family's statement of
2 overall goal(s) or vision;

3 1.61.2 Strengths of the Participant and Participant's family
4 member(s);

5 1.61.3 Needs, as defined by specific life areas that must be met
6 to achieve the goal(s) of the Participant and Participant's family;

7 1.61.4 Proactive and reactive Safety Plans;

8 1.61.5 Type, frequency, and duration of intervention strategies
9 and activities;

10 1.61.6 Identification of financial responsibility for all POC
11 components; and

12 1.61.7 Desired outcomes of Wrap OC.

13 1.62 Pre-Enrollment Date: The date the Participant is assigned to a
14 Wrap OC Provider Agency to begin Wrap OC Program, but prior to the enrollment
15 date.

16 1.63 Provider Network Program (PNP): A network of agencies contracted
17 to provide diverse and tailored services through a fee-for-service and
18 outcome-based approach, for children and families served in Wrap OC by SSA in
19 partnership with HCA and Probation. This program is also known as Child
20 Welfare Services Redesign Supportive Services (CWSRSS).

21 1.64 Post-Enrollment Date: The date the Participant is removed from an
22 Enrolled Wrap OC referral slot. Participant and Participant's family may
23 continue to be involved in Wrap OC with the Wrap OC Provider Agency for the
24 duration of the POC in effect, up to three (3) months, after which the
25 Participant will conclude from Wrap OC. The length of the post-enrollment
26 period is set in the Participant's POC and must be approved by a Wrap OC
27 liaison (or designee).

28 1.65 Quality Assurance (QA): The methods, including the use of

1 interdisciplinary teams, established by ADMINISTRATOR to review processes,
2 performance, and outcome measures, and identify opportunities for improvement.

3 1.66 Rate Classification Level (RCL): Formerly the level established
4 by CDSS for a residential treatment or group home using a point system to
5 measure the level or intensity of care and supervision required and provided.
6 Points were based on the number of hours per child, per month, of services
7 provided in Child Care and Supervision, Social Work Activities, and Mental
8 Health Treatment Services.

9 1.67 Referral Slot: An allotted place in Wrap OC Program that includes
10 an alpha-numeric identifier, which identifies the referring Agency and funding
11 status of a case, and is assigned to each Participant.

12 1.68 Senate Bill (SB) 163: A bill that allows counties the flexible
13 use of State foster care dollars designed to provide eligible children with
14 family-based service alternatives to group home care and also known as
15 Wraparound Services project; uses Wraparound as the process for creating
16 individualized services and supports for Participants and their respective
17 families; and serves children/youth/NMDs who are currently residing in, or at
18 risk of being placed in, a group home which was formerly licensed at an RCL of
19 ten to sixteen (10-16).

20 1.69 Safety Plan: A plan developed by the Wrap 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
25 Wrap OC. It also plans for Participants with histories of violence, sexual
26 acting out, delinquency, and family members with histories of substance abuse
27 and/or other problems. The Safety Plan shall address specific, identified
28 behavioral issues and triggers to ensure these behaviors/triggers are

1 mitigated and/or controlled. It also shall inform the Participant's family,
2 all Wrap CFT members and all Wrap OC service providers, as appropriate, of
3 these plans to ensure they are aware of and knowledgeable about how to
4 implement the crisis management strategy and how to contact the Wrap OC
5 Provider Agency.

6 1.70 Satisfaction Surveys: Surveys that measure Participant's,
7 Participant's families, and the referring Wrap OC Provider Agency's overall
8 satisfaction with Wrap OC and its specific aspects in order to recognize
9 strengths, and identify problems and opportunities for improvement.

10 1.71 Self-Sufficiency: The ability to secure the services and supports
11 each Participant and Participant's family needs to meet the needs of the
12 family and its individual members, without continued assistance of Wrap OC.

13 1.72 Special Incident: A significant event in Participant's life.
14 Events may include, but are not limited to: Participant or Participant's
15 family member's serious injury or death, occurrence of child/youth/NMD or
16 dependent adult or elder maltreatment, hospitalization, delinquent acts,
17 violence, property damage, Absent Without Leave (AWOL)/runaway episodes,
18 illegal activity, and involvement with law enforcement.

19 1.73 Short-Term Residential Therapeutic Program (STRTP): A residential
20 facility operated by a public agency or private organization and licensed by
21 CDSS pursuant to Section 1562.01 that provides an integrated program of
22 specialized and intensive care and supervision, services and supports,
23 treatment, and short-term 24-hour care and supervision to children with the
24 aim of moving the youth to a less restrictive environment within six months.
25 The care and supervision provided by a short-term residential therapeutic
26 program shall be nonmedical, except as otherwise permitted by law. Private
27 short-term residential therapeutic programs shall be organized and operated on
28 a nonprofit basis.

1 1.74 Success: The measures that determine the overall impact of Wrap
2 OC involvement with the Participant and the Participant's family at the time
3 of closure. Measures may include, but are not limited to: Participant's
4 increased school attendance, Participant's improved academics, Participant
5 residing in a family setting, decreased problematic behaviors, increased use
6 of appropriate coping skills by the Participant and/or the Participant's
7 family, and increased perception of met needs by the Participant and/or the
8 Participant's family.

9 1.75 Supervised Independent Living Placement (SILP): The type of foster
10 care placement for young adults who are developmentally ready to live in a
11 less-restrictive environment that is intended to provide an opportunity for
12 independent living experiences while receiving a safety net of support and
13 services.

14 1.76 Technical Assistance Meeting: A structured meeting with WRIT, the
15 referring party, and the Wrap OC Provider Agency that is requested when a Wrap
16 OC Team has reached a challenge in the Wrap OC process with a particular
17 family. The meeting is facilitated by WRIT and is designed to provide support
18 and assistance in moving the Wrap OC team, including the Participant and the
19 Participant's family, forward. It shall be attended by the referring party
20 and his or her supervisor, the Wrap OC Team's Care Coordinator, Parent
21 Partner, Youth Partner, Supervisor, and members of WRIT.

22 1.77 Trauma-Informed Practice: A strengths-based framework grounded in
23 an understanding of and responsiveness to the impact of trauma, that
24 emphasizes physical, psychological, and emotional safety for both survivors
25 (Participants and Participants' families) and providers, and that creates
26 opportunities for survivors and their families to rebuild a sense of control
27 and empowerment. Professionals who provide trauma-informed care and practice
28 to children/youth and families involved with the child welfare system and/or

1 the probation system, must understand the impact of trauma on child
2 development and learn how to effectively minimize its effects without causing
3 additional trauma.

4 1.78 Treatment Foster Care Oregon - Orange County (TFCO-OC): An
5 evidence-based treatment model used to serve youth who exhibit high needs by
6 providing an alternative to congregate care for youth who meet the following
7 requirements: eligible for Wrap OC, have an identified family with whom to
8 live following the Participant’s involvement in TFCO-OC. TFCO-OC includes the
9 use of treatment foster homes, which are located in the community, and a
10 clinical team to help stabilize the TFCO-OC Participant’s behavior. It also
11 prepares the Participant’s after-care family to receive the Participant into
12 their home, typically within six to twelve (6-12) months.

13 1.79 TFCO-OC Youth Partner: Wrap OC Provider Agency staff who provide
14 consistent, reinforcing support to Participants in TFCO-OC by helping
15 Participants learn, practice, and demonstrate pro-social behavior, problem-
16 solving, and appropriate coping skills.

17 1.80 Tutor: PNP Agency staff with demonstrated proficiency in the
18 subject matter assigned, who assists students with queries and difficulties
19 relating to the subject matter, and who has received additional training in
20 tutoring children with emotional and behavioral problems.

21 1.81 Tutoring: One-to-one instruction and academic coaching in one (1)
22 or more academic subject(s).

23 1.82 Ward(s): A person who is under the age of eighteen (18) years,
24 when he or she violates any law which is defined as a crime of the State of
25 California and is within the jurisdiction of the Juvenile Court, which may
26 adjudge such person to be a ward of the court and may place the person under
27 supervision by the Probation Department, pursuant to WIC Section 602.

28 1.83 Wraparound Fidelity Index (WFI): The survey process that measures

eleven (11) elements of the Wrap OC process for Wrap OC Participant(s), Participant’s primary caregiver, Parent Partner, Youth Partner and Care Coordinator. The process is completed through brief, confidential telephone interviews with families who agree to participate, and it is administered by a neutral third party.

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

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

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

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

1.85.3 Relevant counseling or mental health representatives; and

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

1 1.86 Wrap CFT Member: Participant, Participant’s Family, Care
 2 Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional
 3 or non-traditional support system, significant other, professional, or natural
 4 support designated by the Participant and/or Participant’s Family. Wrap CFT
 5 members are the critical decision-makers, attend Wrap CFT meetings, have
 6 regular contact with the Participant and Participant’s Family, and are able to
 7 access needed resources.

8 1.87 Wrap OC Model: The Wrap OC model, which was approved by the
 9 County of Orange Board of Supervisors and the CDSS, details the COUNTY’s plan
 10 to use Wraparound funding to provide eligible children/youth with family-based
 11 service alternatives to congregate care. The Wrap OC model utilizes a
 12 combination of funding from both child welfare services and Medi-Cal funds
 13 approved by HCA, as the County’s Mental Health provider. Child welfare
 14 services funding enables Wrap OC to provide more strength-based, flexible
 15 services and supports to Participants and their families; whereas Medi-Cal
 16 funding, by definition, is more deficit-based and requires extensive
 17 documentation to ensure services meet medical necessity, all Medi-Cal
 18 guidelines, and claiming requirements.

19 1.88 Wrap OC Provider Agency: A community-based organization under
 20 contract with COUNTY to implement Wrap OC to a specific number of Participants
 21 and their respective families, including siblings and parent(s)/caregiver(s).

22 1.89 Wraparound Oversight Group (WOG): A group that includes the
 23 Executive Director or Deputy Director-level representatives from SSA/CFS,
 24 HCA/Behavioral Health Services, and Probation. WOG receives reports from
 25 ADMINISTRATOR regarding program, fiscal, contract, evaluation, and training;
 26 ensures collaboration between agencies; and develops policy recommendations in
 27 keeping with Wraparound OC Plan, as approved by the County of Orange Board of
 28 Supervisors. WOG directs the reinvestment of any cost savings that may accrue

1 as a result of Wrap OC.

2 1.90 Wraparound Review and Intake Team (WRIT): A group that includes a
3 parent representative and representatives from SSA/CFS, HCA/Behavioral Health
4 Services, Probation, CONTRACTOR, and Orange County Department of Education.
5 WRIT reviews eligibility for Wrap OC, establishes the Wraparound rate per CDSS
6 directives, and provides consultation to Wrap OC Provider Agencies in the
7 Family Review Process.

8 1.91 Youth Partner: Wrap OC Provider Agency staff that provides
9 consistent, reinforcing support to Participant. Youth Partner shall assist
10 Participant(s) in learning, practicing, and exhibiting pro-social behaviors,
11 problem solving, and appropriate coping skills; mentor youth by modeling pro-
12 social behavior, and encourage Participants to complete their Probation
13 requirements, as may be applicable.

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