

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, ~~2017~~ 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 ~~group-home~~ congregate care through the development of expanded family-based interventions; and

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

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

WHEREAS, ~~Wraparound Services~~ 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

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

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

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

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1. DEFINITIONS 1

1. TERM

The term of this Agreement shall commence on July 1, ~~2017~~2018 and terminate on June 30, ~~2018~~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, ~~by the parties, their officers, agents, or employees,~~ 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

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

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

8 4. DESCRIPTION OF SERVICES AND STAFFING

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

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

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

27 5. LICENSES AND STANDARDS

28 5.1 CONTRACTOR warrants that it has all necessary licenses and permits

1 required by the laws of the United States, State of California (hereinafter
2 referred to as "State"), County of Orange, and all other appropriate
3 governmental agencies to perform the services described in this Agreement, and
4 agrees to maintain these licenses and permits in effect for the duration of
5 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct
6 themselves in compliance with such laws and licensure requirements, including,
7 without limitation, compliance with laws applicable to sexual harassment and
8 ethical behavior.

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

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

22 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

23 6.1 Delegation and Assignment

24 In the performance of this Agreement, CONTRACTOR may neither
25 delegate its duties or obligations nor assign its rights, either in whole or
26 in part, without the prior written consent of COUNTY. Any attempted
27 delegation or assignment without prior written consent shall be void. The
28 transfer of assets in excess of ten percent (10%) of the total assets of

1 CONTRACTOR, or any change in the corporate structure, the governing body, or
2 the management of CONTRACTOR, which occurs as a result of such transfer, shall
3 be deemed an assignment of benefits under the terms of this Agreement
4 requiring COUNTY approval.

5 6.2 Subcontracts

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

13 6.2.1 Subcontracts of \$~~2550~~,000 or less

14 CONTRACTOR shall develop a standard form Purchase Order,
15 subject to prior written approval of ADMINISTRATOR, to be utilized for the
16 purchase of services by CONTRACTOR when the cumulative total cost of the
17 services to be provided by any organization is anticipated to be ~~twenty-~~
18 ~~five~~fifty thousand dollars (\$~~2550~~,000) or less during the term of this
19 Agreement. The basis for costs incurred by any such Purchase Order(s) shall
20 be the actual cost of providing services or the usual and customary charges
21 established by the organization(s) providing the services.

22 6.2.2 Subcontracts in excess of \$~~2550~~,000

23 CONTRACTOR shall develop and submit for approval to
24 ADMINISTRATOR a system for the procurement of subcontracts with any
25 organization in which the total cumulative cost of services provided by any
26 single organization is anticipated to exceed ~~twenty-five~~fifty thousand dollars
27 (\$~~2550~~,000) during the term of this Agreement. CONTRACTOR's proposed
28 procurement system shall take into consideration such factors as: degree of

1 price competition; pricing policies and techniques; experience and quality of
2 service; methods of evaluating subcontractor responsibility; relationship of
3 subcontractor to CONTRACTOR; and planning, award, and post-award management of
4 subcontracts, including internal audit procedures and monitoring of
5 subcontractor's performance until completion of services.

6 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
7 procurement system, CONTRACTOR shall comply with such procurement system in
8 obtaining subcontracts with a total cost in excess of ~~twenty-five~~ fifty
9 thousand dollars (\$~~25~~50,000) during the term of this Agreement. In addition,
10 CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into
11 a subcontract with any organization when the total cumulative cost of services
12 to be provided by that organization is anticipated to exceed ~~twenty-five~~ fifty
13 thousand dollars (\$~~25~~50,000) during the term of this Agreement.

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

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

21 7.1 Form of Business Organization

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

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

28 7.1.2 A detailed statement indicating the relationship of

1 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
2 individual; and

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

7 7.2 Change in Form of Business Organization

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

15 ~~7.3 Real Property Disclosure:~~

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

21 ~~7.3.1 The location by street address and city of any such real~~
22 ~~property.~~

23 ~~7.3.2 The fair market value of any such real property as such~~
24 ~~value is reflected on the most recently issued County Tax Collector's tax~~
25 ~~bill.~~

26 ~~7.3.3 A detailed description of all existing and pending~~
27 ~~agreements, with respect to the use or occupation of any such real property.~~
28 ~~Such description shall include, but not be limited to:~~

1 ~~7.3.3.1 The term duration of any rental, lease or license~~
2 ~~agreement;~~

3 ~~7.3.3.2 The amount of monetary consideration to be paid~~
4 ~~to the lessor or licensor over the term of the rental, lease or license~~
5 ~~agreement;~~

6 ~~7.3.3.3 The type and dollar value of any other~~
7 ~~consideration to be paid to the lessor or licensor; and~~

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

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

28 ~~7.3.5 True and correct copies of all agreements with respect to~~

~~any such real property shall be appended to the documentation described above and made a part thereof. If, during the term of this Agreement, there is a change in the agreement(s) with respect to real property where persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, describing such changes.~~

8. NON-DISCRIMINATION

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

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

~~8.3~~ 8.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 1.1 et seq.

~~8.4~~ 8.3 Non-Discrimination in Employment

~~8.4.1~~ 8.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

~~8.4.2~~ 8.3.2 All solicitations or advertisements for employees

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

10 ~~8.4.3~~8.3.3 CONTRACTOR shall refer any and all employees desirous
11 of filing a formal discrimination complaint to:

12 California Department of Social Services

13 Public Inquiry and Response Bureau

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

15 Sacramento, CA 95814

16 Telephone: (800) 952-5253

17 (800) 952-8349 (For the hard of hearing)

18 ~~8.5~~8.4 Non-Discrimination in Service Delivery

19 ~~8.5.1~~8.4.1 CONTRACTOR shall comply with Titles VI and VII of the
20 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
21 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
22 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
23 of the Americans with Disabilities Act of 1990, as amended; California Civil
24 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
25 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
26 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
27 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
28 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;

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

14 ~~8.5.2~~8.4.2 CONTRACTOR shall provide any and all clients desirous
 15 of filing a formal complaint any and all information as appropriate:

16 ~~8.5.2.1~~8.4.2.1 Pamphlet: "Your Rights Under California
 17 Welfare Programs" (PUB 13)

18 ~~8.5.2.2~~8.4.2.2 Discrimination Complaint Form

19 ~~8.5.2.3~~8.4.2.3 Civil Rights Contacts:

20 County Civil Rights Contact:

21 Orange County Social Services Agency

22 Program Integrity

23 Attn: Civil Rights Coordinator

24 P.O. Box 22001

25 Santa Ana, CA 92702-2001

26 Telephone: (714) 438-8877

27 State Civil Rights Contact:

28 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~~parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

10. NOTICE OF DELAYS

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

6 11. INDEMNIFICATION

7 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
8 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
9 State, COUNTY, and their elected and appointed officials, officers, employees,
10 agents, and those special districts and agencies which COUNTY's Board of
11 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
12 any claims, demands, or liability of any kind or nature, including, but not
13 limited to, personal injury or property damage arising from or related to the
14 services, products, or other performance provided by CONTRACTOR pursuant to
15 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
16 court of competent jurisdiction because of the concurrent active negligence of
17 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
18 be apportioned as determined by the court. Neither party shall request a jury
19 apportionment.

20 12. INSURANCE

21 12.1 Prior to the provision of services under this Agreement,
22 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
23 ~~and to deposit with ADMINISTRATOR Certificates of Insurance~~, including all
24 endorsements required herein, necessary to satisfy COUNTY that the insurance
25 provisions of this Agreement have been complied with. CONTRACTOR agrees to
26 keep such insurance coverage, Certificates of Insurance and endorsements on
27 deposit with ADMINISTRATOR during the entire term of this Agreement. In
28 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant

1 to this Agreement shall obtain insurance subject to the same terms and
2 conditions as set forth herein for CONTRACTOR.

3 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
4 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
5 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
6 to the same terms and conditions as set forth herein for CONTRACTOR.
7 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
8 than the level of coverage required by COUNTY from CONTRACTOR under this
9 Agreement. It is the obligation of CONTRACTOR to provide notice of the
10 insurance requirements to every subcontractor and to receive proof of
11 insurance prior to allowing any subcontractor to begin work. Such proof of
12 insurance must be maintained by CONTRACTOR through the entirety of this
13 Agreement for inspection by COUNTY representative(s) at any reasonable time.

14 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
15 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
16 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
17 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
18 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
19 addition to, and without limitation of, any other indemnity provision(s) in
20 the Agreement, agrees to all of the following:

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

26 12.3.2 CONTRACTOR's duty to defend, as ~~state~~stated above, shall
27 be absolute and irrespective of any duty to indemnify or hold harmless; and

28 12.3.3 The provisions of California Civil Code Section 2860

1 shall apply to any and all actions to which the duty to defend ~~state~~stated
 2 above applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
 3 CONTRACTOR was an insurer and COUNTY was the insured.

4 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
 5 the full term of this Agreement, COUNTY may terminate this Agreement.

6 12.5 Qualified Insurer

7 12.5.1 The policy or policies of insurance required herein must
 8 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
 9 Rating) and VIII (Financial Size Category as determined by the most current
 10 edition of the Best's Key Rating Guide/Property-Casualty/United States or
 11 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
 12 to do business in the state of California (California Admitted Carrier).

13 12.6 If the insurance carrier does not have an A.M. Best ~~rating~~Rating
 14 of A-/VIII, the CEO/Office of Risk Management retains the right to approve or
 15 reject a carrier after a review of the company's performance and financial
 16 rating.

17 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
 18 provide the minimum limits and coverage as set forth below:

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

1 12.8 Required Coverage Forms

2 12.8.1 Commercial General Liability coverage shall be written on
3 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
4 liability coverage at least as broad.

5 12.8.2 Business Auto Liability coverage shall be written on ISO
6 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
7 coverage at least as broad.

8 12.9 Required Endorsements

9 12.9.1 Commercial General Liability policy shall contain the
10 following endorsements, which shall accompany the Certificate of Insurance:

11 12.9.1.1 An Additional Insured endorsement using ISO
12 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,
13 its elected and appointed officials, officers, agents and employees, ~~agents~~ as
14 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
15 BY WRITTEN CONTRACT.

16 12.9.1.2 A primary non-contributing endorsement using
17 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
18 CONTRACTOR's insurance is primary and any insurance or self-insurance
19 maintained by the County of Orange shall be excess and non-contributing.

20 12.9.2 The Network Security and Privacy Liability policy shall
21 contain the following endorsements which shall accompany the Certificate of
22 Insurance.

23 12.9.2.1 An Additional Insured ~~Endorsement~~endorsement
24 naming the County of Orange, its elected and appointed officials, officers,
25 agents and employees as Additional Insureds for its vicarious liability.

26 12.9.2.2 A primary and non-contributing endorsement
27 evidencing that the CONTRACTOR's insurance is primary and any insurance or
28 self-insurance maintained by the County of Orange shall be excess and non-

1 contributing.

2 12.10 The Workers' Compensation policy shall contain a waiver of
3 subrogation endorsement waiving all rights of subrogation against the County
4 of Orange, its elected and appointed officials, officers, agents and employees
5 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

6 12.11 All insurance policies required by this Agreement shall waive all
7 rights of subrogation against the County of Orange, its elected and appointed
8 officials, officers, agents and employees when acting within the scope of
9 their appointment or employment.

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

15 12.13 If CONTRACTOR's Network Security & Privacy Liability policy is a
16 "claims made" policy, CONTRACTOR shall agree to maintain Network Security &
17 Privacy Liability coverage for two (2) years following completion of this
18 Agreement.

19 12.14 The Commercial General Liability policy shall contain a
20 severability of interests clause also known as a "separation of insureds"
21 clause (standard in the ISO CG 0001 policy).

22 12.15 Insurance certificates should be mailed to COUNTY at the address
23 indicated in Paragraph 9 of this Agreement.

24 12.16 If CONTRACTOR fails to provide the insurance certificates and
25 endorsements within seven (7) days of notification by CEO/County Procurement
26 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

27 12.17 COUNTY expressly retains the right to require CONTRACTOR to
28 increase or decrease insurance of any of the above insurance types throughout

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

4 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
5 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
6 certificates of insurance and endorsements with COUNTY incorporating such
7 changes within thirty (30) days of receipt of such notice, this Agreement may
8 be in breach without further notice to CONTRACTOR, and COUNTY shall be
9 entitled to all legal remedies.

10 12.19 The procuring of such required policy or policies of insurance
11 shall not be construed to limit CONTRACTOR's liability hereunder nor to
12 fulfill the indemnification provisions and requirements of this Agreement, nor
13 act in any way to reduce the policy coverage and limits available from the
14 insurer.

15 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

18 13.1 Any accident or incident relating to services performed under this
19 Agreement that involves injury or property damage which may result in the
20 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report~~
21 ~~shall be made in writing within twenty four (24) hours of occurrence.~~

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 ~~Such report shall be submitted to COUNTY within twenty-four (24) hours of~~
25 ~~occurrence.~~

26 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
27 property. ~~Such report shall be submitted to COUNTY within twenty-four (24)~~
28 ~~hours of occurrence.~~

1 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
2 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
3 under the term of this Agreement. ~~Such report shall be submitted to COUNTY~~
4 ~~within twenty-four (24) hours of occurrence.~~

5 14. CONFLICT OF INTEREST

6 ~~14.1~~ The CONTRACTOR shall exercise reasonable care and diligence to
7 prevent any actions or conditions that could result in a conflict with the
8 best interests of COUNTY. This obligation shall apply to CONTRACTOR ~~and~~.
9 CONTRACTOR's employees, ~~volunteers,~~ agents, ~~relatives,~~ and subcontractors, ~~and~~
10 ~~third parties~~ associated with accomplishing ~~the~~ work and services hereunder.
11 The CONTRACTOR's efforts shall include, but not be limited to, establishing
12 precautions to prevent its employees ~~or~~, agents, and subcontractors from
13 ~~making, receiving,~~ providing, or offering gifts, entertainment, payments,
14 loans, or other considerations which could be deemed to influence or appear to
15 influence ~~individuals to act contrary to~~ COUNTY staff or elected officers from
16 acting in the best interests of COUNTY.

17 15. ANTI-PROSELYTISM PROVISION

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

22 16. SUPPLANTING GOVERNMENT FUNDS

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

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

4 17. EQUIPMENT

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

14 CONTRACTOR further agrees to the following:

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

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

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

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

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

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

11 17.3 Personal Computer Equipment

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

20 18. BREACH SANCTIONS

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

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

28 18.1.2 Discontinue reimbursement to CONTRACTOR for and during

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

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

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

9 19. PAYMENTS

10 19.1 Maximum Contractual Obligation

11 The maximum obligation of COUNTY under this Agreement shall ~~be~~
12 ~~\$165~~not exceed the amount of \$525,000, or actual allowable costs, whichever is
13 less. The annual amount for each twelve (12) month period is as follows:

14 19.1.1 \$175,000 for July 1, 2018 through June 30, 2019;

15 19.1.2 \$175,000 for July 1, 2019 through June 30, 2020; and

16 19.1.3 \$175,000 for July 1, 2020 through June 30, 2021.

17 Allowable Costs

18 During the term of this Agreement, COUNTY shall pay CONTRACTOR
19 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
20 pursuant to this Agreement, as defined in Title 2 CFR, Part ~~230~~200, or as
21 approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay
22 CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR
23 for June ~~2018~~2019, June 2020, and June 2021, during the month of such
24 anticipated expenditure.

25 19.2 Claims

26 19.2.1 CONTRACTOR shall submit monthly claims to be received by
27 ADMINISTRATOR no later than the ~~twentieth~~fifteenth (2015th) calendar day of
28 the month for expenses incurred in the preceding month. In the event the

1 ~~twentieth~~fifteenth (20th) calendar day falls on a weekend or COUNTY holiday.
2 CONTRACTOR shall submit the claim the next business day. COUNTY holidays
3 include New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
4 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day,
5 Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas
6 Day.

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

16 19.2.3 Payments should be released by COUNTY within a reasonable
17 time period of approximately thirty (30) days after receipt of a correctly
18 completed claim form and required supporting documentation.

19 19.2.4 Year End and Final Claims

20 19.2.4.1 CONTRACTOR shall submit a final claim for
21 each COUNTY fiscal year, July 1 through June 30, covered under the term of
22 this Agreement, as stated in Paragraph 1, by no later than August ~~30,~~
23 ~~2018-~~30th of each corresponding COUNTY fiscal year. Claims received after
24 August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's
25 sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon
26 which the final claim per each COUNTY fiscal year must be received, upon
27 written notice to CONTRACTOR.

28 19.2.4.2 The basis for final settlement shall be the

1 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part ~~230~~200,
 2 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
 3 to the maximum obligation of COUNTY. In the event that any overpayment has
 4 been made, COUNTY may offset the amount of the overpayment against the final
 5 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
 6 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
 7 Nothing herein shall be construed as limiting the remedies of COUNTY in the
 8 event an overpayment has been made.

9 ~~19.2.5 Seventy Five Percent Expenditure Notification:~~

10 ~~19.2.5.1 CONTRACTOR shall maintain a system of record~~
 11 ~~keeping that will allow CONTRACTOR to determine when it has incurred seventy-~~
 12 ~~five percent (75%) of the total contract authorizations under this Agreement.~~
 13 ~~Upon occurrence of this event, CONTRACTOR shall send written notification to~~
 14 ~~ADMINISTRATOR.~~

15 20. OVERPAYMENTS

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

1 ~~paragraph~~ Paragraph.

2 21. OUTSTANDING DEBT

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

6 22. FINAL REPORT

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

13 23. INDEPENDENT AUDIT

14 23.1 CONTRACTOR shall employ a licensed certified public accountant who
15 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
16 related expenditures during the term of this Agreement in compliance with the
17 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part
18 200, Uniform Administrative Requirements, Cost Principles and Audit
19 Requirements for Federal Awards. If CONTRACTOR is not subject to the
20 aforementioned regulations for any year covered during the term of this
21 Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's
22 Report of CONTRACTOR's financial statements. The audit must be performed in
23 accordance with generally accepted government auditing standards ~~and 2 CFR~~
24 ~~Part 230.~~ CONTRACTOR shall cooperate with COUNTY, State, and/or federal
25 agencies to ensure that corrective action is taken within six (6) months after
26 issuance of all audit reports with regard to audit exceptions.

27 23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
28 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR ~~its~~

1 copies of organization-wide audits for each of the fiscal cycles corresponding
2 with the term of this Agreement. CONTRACTOR shall provide each audit within
3 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
4 comply with this ~~paragraph~~Paragraph shall be sufficient cause for
5 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
6 CONTRACTOR until such time as the required ~~audits is~~audit(s) are provided to
7 ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission
8 deadline upon notice to CONTRACTOR.

9 24. RECORDS, INSPECTIONS, AND AUDITS

10 24.1 Financial Records

11 24.1.1 CONTRACTOR shall prepare and maintain accurate and
12 complete financial records. Financial records shall be retained by CONTRACTOR
13 for a minimum of five (5) years from the date of final payment under this
14 Agreement, or until all pending COUNTY, State, and federal audits are
15 completed, whichever is later.

16 24.1.2 CONTRACTOR shall establish and maintain reasonable
17 accounting, internal control, and financial reporting standards in conformity
18 with generally accepted accounting principles established by the American
19 Institute of Certified Public Accountants and to the satisfaction of
20 ADMINISTRATOR.

21 24.2 Client Records

22 24.2.1 CONTRACTOR shall prepare and maintain accurate and
23 complete records of clients served and dates and type of services provided
24 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

25 24.2.2 CONTRACTOR shall keep all COUNTY data provided to
26 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
27 years from the date of final payment under this Agreement, or until all
28 pending COUNTY, State, and federal audits are completed, whichever is later.

1 These records shall be stored in Orange County, unless CONTRACTOR requests and
 2 COUNTY provides written approval for the right to store the records in another
 3 county. Notwithstanding anything to the contrary, upon termination of this
 4 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
 5 COUNTY in accordance with Subparagraph 41.2.

6 24.2.3 COUNTY may refuse payment for a claim if client records
 7 are determined by COUNTY to be incomplete or inaccurate. In the event client
 8 records are determined to be incomplete or inaccurate after payment has been
 9 made, COUNTY may treat such payment as an overpayment within the provisions of
 10 this Agreement.

11 ~~24.2~~24.3 Public Records

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

16 ~~24.3~~24.4 Inspections and Audits

17 ~~24.3.1~~24.4.1 The U.S. Department of Health and Human
 18 Services, Comptroller General of the United States, Director of CDSS, State
 19 Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
 20 Department, or any of their authorized representatives, shall have access to
 21 any books, documents, papers, and records, including medical records, of
 22 CONTRACTOR which any of them may determine to be pertinent to this Agreement
 23 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned
 24 persons have the right at all reasonable times to inspect or otherwise
 25 evaluate the work performed or being performed under this Agreement and the
 26 premises in which it is being performed.

27 ~~24.3.2~~24.4.2 CONTRACTOR shall make its books and ~~financial~~
 28 records available within the borders of Orange County within ten (10) days of

1 receipt of written demand by ADMINISTRATOR.

2 ~~24.3.3~~24.4.3 In the event CONTRACTOR does not make available
3 its books and financial records within the borders of Orange County,
4 CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by
5 COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and
6 ~~financial~~ records.

7 ~~24.3.4~~24.4.4 CONTRACTOR shall pay to COUNTY the full amount
8 of COUNTY's liability to the State or Federal Government or any agency thereof
9 resulting from any disallowances or other audit exceptions to the extent that
10 such liability is attributable to CONTRACTOR's failure to perform under this
11 Agreement.

12 24.5 Evaluation Studies

13 24.5.1 CONTRACTOR shall participate, as requested by COUNTY, in
14 research and/or evaluative studies designed to show the effectiveness and/or
15 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
16 project.

17 25. PERSONNEL DISCLOSURE

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

23 25.1.1 Names and dates of birth of all full or part-time
24 personnel by title, including volunteer personnel, whose direct services are
25 required to provide the programs described herein;

26 25.1.2 A brief description of the functions of each position and
27 the hours each person works each week, or for part-time personnel, each day or
28 month, as appropriate;

1 25.1.3 The professional degree, if applicable, and experience
2 required for each position; and

3 25.1.4 The language skill, if applicable, for all personnel.

4 ~~25.2 CONTRACTOR shall conduct initial or pre-hire background checks on~~
5 ~~all Wraparound OC Support Services staff including, but not limited to:~~

6 ~~25.2.1 Department of Motor Vehicles (DMV);~~

7 ~~25.2.2 Professional License and insurance status (as applicable);~~

8 and

9 ~~25.2.3 Sanction screenings, twice a year (Office of Inspector~~
10 ~~General exclusion list, System for Award Management [SAM], Medi Cal~~
11 ~~exclusions).~~

12 ~~25.3~~25.2 Where authorized by law, ~~CONTRACTOR's employment~~
13 ~~applications shall~~ and in a manner consistent with California Government Code
14 §12952, CONTRACTOR shall require ~~applicants~~ prospective employees to provide
15 detailed information regarding the conviction of a crime by any court for
16 offenses other than minor traffic offenses. Information ~~not disclosed in the~~
17 ~~employment application~~ discovered subsequent to the hiring or promotion of any
18 ~~applicant~~ prospective employee shall be cause for termination ~~of that employee~~
19 from the performance of services under this Agreement.

20 ~~25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to~~
21 ~~COUNTY a clearance on the following public websites the names and dates of~~
22 ~~birth for all employees and/or volunteers who will have direct, interactive~~
23 ~~contact with clients served through this Agreement: U.S. Department of~~
24 ~~Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex~~
25 ~~Offenders Registry (www.meganslaw.ca.gov).~~

26 ~~25.5~~25.3 Where authorized by law, CONTRACTOR shall conduct, at no
27 cost to COUNTY, a criminal record background check on all employees (direct
28 service and administrative) funded through this Agreement and also all non-

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

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

10 ~~25.6~~25.5 In the event a record is revealed through the processes
11 described in ~~Subparagraphs 25.4 and 25.5~~Subparagraph 25.3, COUNTY will be
12 available to consult with CONTRACTOR on appropriateness of personnel providing
13 services through this Agreement.

14 ~~25.7~~25.6 CONTRACTOR warrants that all persons employed or otherwise
15 assigned by CONTRACTOR to provide services under this Agreement have
16 satisfactory past work records and/or reference checks indicating their
17 ability to perform the required duties and accept the kind of responsibility
18 anticipated under this Agreement. CONTRACTOR shall maintain records of
19 background investigations and reference checks undertaken and coordinated by
20 CONTRACTOR for each employee and/or volunteer assigned to provide services
21 under this Agreement, for a minimum of five (5) years from the date of final
22 payment under this Agreement, or until all pending COUNTY, State, and federal
23 audits are completed, whichever is later, in compliance with all applicable
24 laws.

25 ~~25.8~~25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
26 the arrest and/or subsequent conviction, for offenses, other than minor
27 traffic offenses, of any paid employee and/or volunteer staff performing
28 services under this Agreement, when such information becomes known to

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

6 ~~25.9~~25.8 COUNTY has the right to approve or disapprove all of
7 CONTRACTOR's staff performing work hereunder, and any proposed changes in
8 CONTRACTOR's staff.

9 ~~25.10~~25.9 COUNTY shall have the right to require CONTRACTOR to remove
10 any employee from the performance of services under this Agreement. At the
11 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

12 ~~25.11~~25.10 CONTRACTOR shall notify COUNTY immediately when staff is
13 terminated for cause from working on this Agreement.

14 ~~25.12~~25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
15 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
16 work in accordance with the terms and conditions of this Agreement.

17 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

7 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

16 ~~27.1~~ 27.2 In the case of an individual contractor or contractor doing
 17 business in a form other than an individual, CONTRACTOR agrees to furnish ~~to~~
 18 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

19 ~~(a) 27.2.1 in the case of an individual contractor, his~~ His/her name,
 20 date of birth, Social Security ~~number~~ Number, and residence address; or

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

25 ~~(c) a certification that CONTRACTOR has fully complied with all~~
 26 ~~applicable Federal and State reporting requirements regarding its~~
 27 ~~employees; and~~

28 ~~(d) a certification that CONTRACTOR has fully complied with all~~

1 ~~lawfully served Wage and Earnings Assignment Orders and Notices of~~
 2 ~~Assignment, and will continue to so comply.~~

3 ~~27.2 The failure of CONTRACTOR to timely submit the data or~~
 4 ~~certifications required by subsections (a), (b), (c), or (d), or to comply~~
 5 ~~with all Federal and State employee reporting requirements for child support~~
 6 ~~enforcement or to comply with all lawfully served Wage and Earnings Assignment~~
 7 ~~Orders and Notices of Assignment shall constitute a material breach of this~~
 8 ~~Agreement, and failure to cure such breach within sixty (60) calendar days of~~
 9 ~~notice from COUNTY shall constitute grounds for termination of this Agreement.~~

10 27.3 It is expressly understood that this data will be transmitted to
 11 governmental agencies charged with the establishment and enforcement of child
 12 support orders, and for no other purpose.

13 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

14 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
 15 ensure that all employees, ~~volunteers, consultants, or~~ subcontractors,
 16 and all other individuals performing services under this Agreement report
 17 child abuse or neglect to one of the agencies specified in Penal Code Section
 18 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of
 19 the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR
 20 shall require such ~~employee, volunteer, consultant or agent~~ employees, agents,
 21 subcontractors, and all other individuals performing services under this
 22 Agreement to sign a statement acknowledging the child abuse reporting
 23 requirements set forth in Sections 11166 and 11166.05 of the Penal Code and
 24 the dependent adult and elder abuse reporting requirements, as set forth in
 25 Section 15630 of the WIC, and ~~will~~ shall comply with the provisions of these
 26 code sections, as they now exist or as they may hereafter be amended.

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

28 CONTRACTOR shall notify and provide to its employees, a fact sheet

1 regarding the Safely Surrendered Baby Law, its implementation in Orange
2 County, and where and how to safely surrender a baby. The fact sheet is
3 available on the Internet at www.babysafe.ca.gov for printing purposes. The
4 information shall be posted in all reception areas where clients are served.

5 30. CONFIDENTIALITY

6 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
7 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
8 and all other provisions of law, and regulations promulgated thereunder
9 relating to privacy and confidentiality, as each may now exist or be hereafter
10 amended.

11 30.2 All records and information concerning any and all persons
12 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
13 kept confidential by CONTRACTOR and CONTRACTOR's employees, ~~volunteers,~~
14 agents, ~~and subcontractors,~~ and all other individuals performing services
15 under this Agreement. CONTRACTOR shall require all of its employees,
16 ~~volunteers,~~ agents, subcontractors, and ~~partners who may provide~~ all other
17 individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an
18 agreement with CONTRACTOR before commencing the provision of any such
19 services, ~~to maintain the confidentiality of any and all materials and~~
20 ~~information with which they may come into contact, or the identities or any~~
21 ~~identifying characteristics or information with respect to any and all~~
22 ~~participants referred to CONTRACTOR by COUNTY, except as may be required to~~
23 ~~provide services under this Agreement or to those specified in this Agreement~~
24 ~~as having the capacity to audit CONTRACTOR, and as to the latter, only during~~
25 ~~such audit. CONTRACTOR shall comply with any audits specified in Paragraph~~
26 ~~24, provide reports and any other information required by COUNTY in the~~
27 ~~administration of this Agreement, and as otherwise permitted by law~~ agreeing to
28 maintain confidentiality pursuant to State and federal law and the terms of

1 this Agreement.

2 30.3 CONTRACTOR shall inform all of its employees, ~~volunteers~~, agents,
3 subcontractors, and ~~partners~~ all other individuals performing services under
4 this Agreement of this provision and that any person violating the provisions
5 of said California state law may be guilty of a crime.

6 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
7 be subject to the confidentiality requirements of this Agreement.

8 ~~30.5 CONTRACTOR agrees to maintain the confidentiality of its records~~
9 ~~with respect to Juvenile Court matters, in accordance with WIC Section 827,~~
10 ~~all applicable statutes, caselaw, and Orange County Juvenile Court Policy~~
11 ~~regarding Confidentiality, as it now exists or may hereafter be amended.~~

12 ~~30.5.1 No access, disclosure or release of information regarding~~
13 ~~a child who is the subject of Juvenile Court proceedings shall be permitted~~
14 ~~except as authorized. If authorization is in doubt, no such information shall~~
15 ~~be released without the written approval of a Judge of the Juvenile Court.~~

16 ~~30.5.2 CONTRACTOR must receive prior written approval of the~~
17 ~~Juvenile Court before allowing any child to be interviewed, photographed or~~
18 ~~recorded by any publication or organization or to appear on any radio,~~
19 ~~television or internet broadcast or make any other public appearance. Such~~
20 ~~approval shall be requested through child's Social Worker.~~

21 31. SECURITY

22 31.1 Security Requirements

23 31.1.1 CONTRACTOR agrees to maintain the confidentiality of all
24 COUNTY and COUNTY-related records and information pursuant to all statutory
25 laws relating to privacy and confidentiality that currently exists or exists
26 at any time during the term of this Agreement. CONTRACTOR represents and
27 warrants that it has implemented and will maintain during the term of this
28 Agreement administrative, physical, and technical safeguards to reasonably

1 protect private and confidential client information, to protect against
2 anticipated threats to the security or integrity of COUNTY data, and to
3 protect against unauthorized physical or electronic access to or use of COUNTY
4 data. Such safeguards and controls shall include at a minimum:

5 31.1.1.1 Storage of confidential paper files that
6 ensures records are secured, handled, transported, and destroyed in a manner
7 that prevents unauthorized access.

8 31.1.1.2 Control of access to physical and electronic
9 records to ensure COUNTY data is accessed only by individuals with a need to
10 know for the delivery of contract services.

11 31.1.1.3 Control to prevent unauthorized access and to
12 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
13 individuals.

14 31.1.1.4 Firewall protection.

15 31.1.1.5 Use of encryption methods of electronic
16 COUNTY data while in transit from CONTRACTOR networks to external networks,
17 when applicable.

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

25 31.2 Security Breach Notification

26 ~~31.1~~ 31.2.1 CONTRACTOR shall have policies and procedures in place
27 for the effective management of Security Breaches, as defined below. In the
28 event of any actual, attempted, suspected, threatened, or reasonably

1 foreseeable circumstance CONTRACTOR experiences or learns of that either
2 compromises or could reasonably be expected to comprise COUNTY data through
3 unauthorized use, disclosure, or acquisition of COUNTY data (“Security
4 Breach”). CONTRACTOR shall immediately notify COUNTY of ~~any and all~~
5 ~~unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is~~
6 ~~aware or has knowledge.~~ discovery. After such notification, CONTRACTOR shall,
7 at its own expense, immediately:

8 ~~31.1.1~~ 31.2.1.1 ~~—~~ Investigate to determine the nature
9 and extent of the ~~unauthorized disclosure~~ Security Breach.

10 31.2.1.2 ~~—~~ Contain the incident by, ~~among things~~
11 taking necessary action, including, but not limited to, attempting to recover
12 records, revoking access, and/or correcting weaknesses in security.

13 31.2.1.3 Report to COUNTY the nature of the Security
14 Breach, the COUNTY data used or disclosed, the person who made the
15 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
16 done or will do to mitigate any harmful effect of the unauthorized use or
17 disclosure, and the corrective action CONTRACTOR has taken or will take to
18 prevent future similar unauthorized use or disclosure.

19 ~~31.1.2~~ 31.2.2 The COUNTY, at its sole discretion and on a
20 case-by-case basis, will determine what actions are necessary in response to
21 the Security Breach and who will perform these actions. Actions may include,
22 but are not limited to: notifications; investigation and remediation costs,
23 including notification of all whose personal information was disclosed;
24 outside investigation; forensics; counsel; crisis management; and credit
25 monitoring. In the event COUNTY determines CONTRACTOR will conduct additional
26 action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts
27 additional actions(s) arising out of or in connection with a Security Breach,
28 CONTRACTOR shall reimburse COUNTY for ~~all notification-related costs incurred~~

1 ~~by COUNTY arising out of or in connection with the unauthorized disclosure as~~
2 ~~costs associated to~~ legally required actions.

3 ~~31.2 For services provided under this Agreement, CONTRACTOR shall~~
4 ~~ensure that all confidential information must be held in the strictest~~
5 ~~confidence, can only be accessed by those with a need to know and is protected~~
6 ~~to prevent unauthorized or inadvertent access. Confidential electronic~~
7 ~~information must be stored in an encrypted format. Confidential information~~
8 ~~stored in a paper format must be transported, handled, secured and destroyed~~
9 ~~in a manner that will prevent unauthorized access.~~

10 32. COPYRIGHT ACCESS

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

15 33. WAIVER

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

24 34. PETTY CASH

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

27 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

28 ~~35.1 Information and solicitations, prepared and released by~~

1 ~~CONTRACTOR, concerning the services provided under this Agreement shall state~~
 2 ~~that the program, wholly or in part, is funded through COUNTY, State and~~
 3 ~~Federal government funds.~~

4 ~~35.2 CONTRACTOR shall not disclose any details in connection with this~~
 5 ~~Agreement to any person or entity except as may be otherwise provided~~
 6 ~~hereunder or required by law. However, in recognizing CONTRACTOR's need to~~
 7 ~~identify its services and related clients to sustain itself, COUNTY shall not~~
 8 ~~inhibit CONTRACTOR from publishing its role under this Agreement within the~~
 9 ~~following conditions:~~

10 ~~35.2.1 CONTRACTOR shall develop all publicity material in a~~
 11 ~~professional manner; and~~

12 ~~35.2.2 During the term of this Agreement, CONTRACTOR shall not,~~
 13 ~~and shall not authorize another to, publish or disseminate any commercial~~
 14 ~~advertisements, press releases, feature articles, or other materials using the~~
 15 ~~name of COUNTY without the prior written consent of COUNTY. COUNTY shall not~~
 16 ~~unreasonably withhold written consent.~~

17 ~~35.3~~35.1 COUNTY owns all rights to the name, logos, and symbols of
 18 COUNTY. The use and/or reproduction of COUNTY's name ~~and/,~~ logos, or
 19 ~~logos~~symbols for any purpose, including commercial advertisement, promotional
 20 purposes, announcements, displays, or press releases, without COUNTY's prior
 21 written consent is expressly prohibited.

22 ~~36. COUNTY RESPONSIBILITIES~~

23 ~~35.2 ADMINISTRATOR will provide consultation and technical assistance,~~
 24 ~~and will monitor performance of CONTRACTOR in meeting the terms of~~ may develop
 25 and publish information related to this Agreement ~~where all of the following~~
 26 conditions are satisfied:

27 35.2.1 ADMINISTRATOR provides its written approval of the
 28 content and publication of the information at least thirty (30) days prior to

1 CONTRACTOR publishing the information, unless a different timeframe for
2 approval is agreed upon by the ADMINISTRATOR;

3 35.2.2 Unless directed otherwise by ADMINISTRATOR, the
4 information includes a statement that the program, wholly or in part, is
5 funded through County, State, and Federal Government funds;

6 35.2.3 The information does not give the appearance that the
7 COUNTY, its officers, employees, or agencies endorse:

8 35.2.3.1 Any commercial product or service; and,

9 35.2.3.2 Any product or service provided by
10 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

11 35.2.4 If CONTRACTOR uses social media (such as Facebook,
12 Twitter, YouTube, or other publicly available social media sites) to publish
13 information related to this Agreement, CONTRACTOR shall develop social media
14 policies and procedures and have them available to the ADMINISTRATOR.
15 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
16 they pertain to any social media developed in support of the services
17 described within this Agreement. The policy is available on the Internet at
18 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

19 ~~37.~~36.REPORTS

20 ~~37.1~~36.1 CONTRACTOR shall provide information deemed necessary by
21 ADMINISTRATOR to complete any State-required reports related to the services
22 provided under this Agreement.

23 ~~37.2~~36.2 CONTRACTOR shall maintain records and submit reports
24 containing such data and information regarding the performance of CONTRACTOR's
25 services, costs, or other data relating to this Agreement, as may be requested
26 by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
27 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

28 ~~38.~~37.ENERGY EFFICIENCY STANDARDS

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

4 ~~39-38~~.ENVIRONMENTAL PROTECTION STANDARDS

5 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC
 6 Section 7401 et seq.], ~~Section 508 of~~ the Clean Water Act (Title 33 USC
 7 Section ~~1368~~),1251 et seq.), Executive Order 11738 and Environmental
 8 Protection Agency, hereinafter referred to as "EPA," regulations (Title 40
 9 CFR), as any may now exist or be hereafter amended. Under these laws and
 10 regulations, CONTRACTOR assures that:

11 ~~39-138.1~~ 39-138.1 No facility to be utilized in the performance of the
 12 proposed grant has been listed on the EPA List of Violating Facilities;

13 ~~39-238.2~~ 39-238.2 It will notify COUNTY prior to award of the receipt of any
 14 communication from the Director, Office of Federal Activities, U.S. EPA,
 15 indicating that a facility to be utilized for the grant is under consideration
 16 to be listed on the EPA List of Violating Facilities; and

17 ~~39-338.3~~ 39-338.3 It will notify COUNTY and ~~the~~ EPA about any known violation
 18 of the above laws and regulations.

19 ~~40-39~~.CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE

20 ~~_____~~CERTAIN FEDERAL TRANSACTIONS

21 ~~40-139.1~~ 40-139.1 CONTRACTOR shall be in compliance with Section 319 of Public
 22 Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with
 23 respect to those provisions set down by the OMB and published in the Federal
 24 Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under
 25 these laws and regulations, it is mutually understood that any contract which
 26 utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR
 27 must certify compliance utilizing a form provided by ADMINISTRATOR that cites
 28 the following:

1 ~~40.1.1~~39.1.1 The definitions and prohibitions contained in
2 the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments
3 to Influence Certain Federal Transactions, included in this solicitation, are
4 hereby incorporated by reference in ~~Paragraph (B)~~39.1.2 of this certification.

5 ~~40.1.2~~39.1.2 The offeror, by signing its offer, hereby
6 certifies to the best of his or her knowledge and belief as of December 23,
7 1989, that

8 ~~40.1.2.1~~39.1.2.1 ~~1)~~ —No federal appropriated funds
9 have been paid or will be paid to any person for influencing or attempting to
10 influence an officer or employee of any agency, a Member of Congress, an
11 officer or employee of Congress, or an employee of a Member of Congress on his
12 or her behalf in connection with the awarding of any federal contract, the
13 making of any federal grant, the making of any federal loan, the entering into
14 of any cooperative agreement, and the extension, continuation, renewal,
15 amendment, or modification of any federal contract, grant, loan or cooperative
16 agreement;

17 ~~40.1.2.2~~39.1.2.2 ~~2)~~ —If any funds other than
18 federal appropriated funds (including profit or fee received under a covered
19 federal transaction) have been paid, or will be paid, to any person for
20 influencing or attempting to influence an officer or employee of any agency, a
21 Member of Congress, an officer or employee of Congress, or an employee of a
22 Member of Congress on his or her behalf in connection with this solicitation,
23 the offeror shall complete and submit with its offer, OMB standard form LLL,
24 Disclosure of Lobbying Activities, to the Contracting Officer; and

25 ~~40.1.2.3~~39.1.2.3 ~~3)~~ —He or she will include the
26 language of this certification in all subcontract awards at any tier and
27 require that all recipients of subcontract awards in excess of \$100,000 shall
28 certify and disclose accordingly.

1 ~~40.1.3~~39.1.3 Submission of this certification and disclosure
2 is a prerequisite for making or entering into this Agreement imposed by
3 Section 1352, Title 31, USC. Any person who makes an expenditure prohibited
4 under this provision or who fails to file or amend the disclosure form to be
5 filed or amended by this provision, shall be subject to a civil penalty of not
6 less than \$10,000, and not more than \$100,000, for each such failure.

7 ~~41.40~~.POLITICAL ACTIVITY

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

11 ~~42.41~~.TERMINATION PROVISIONS

12 ~~42.41.1~~41.1 ADMINISTRATOR may terminate this Agreement without penalty,
13 immediately with cause or after thirty (30) days written notice without cause,
14 unless otherwise specified. Notice shall be deemed served on the date of
15 mailing. Cause shall include, but not be limited, to any breach of contract,
16 any partial misrepresentation—~~or~~ whether negligent or willful, fraud on the
17 part of CONTRACTOR, discontinuance of the services for reasons within
18 CONTRACTOR's reasonable control, and repeated or continued violations of
19 COUNTY ordinances unrelated to performance under this Agreement that, in the
20 reasonable opinion of COUNTY, indicate a willful or reckless disregard for
21 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
22 terminate this Agreement shall relieve COUNTY of all further obligations under
23 this Agreement.

24 ~~42.241.2~~41.2 For ninety (90) calendar days prior to the expiration date
25 of this Agreement, or upon notice of termination of this Agreement
26 ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in
27 the orderly transfer of service responsibilities, ~~active~~—case records, and
28 pertinent documents. The Transition Period may be modified as agreed upon in

1 writing by the ~~Parties.~~ parties. During the Transition Period, service and
2 data access shall continue to be made available to COUNTY without alteration.
3 CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all
4 data in the format determined by COUNTY.

5 ~~42.3~~41.3 In the event of termination of this Agreement, cessation of
6 business by CONTRACTOR, or any other event preventing CONTRACTOR from
7 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
8 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
9 requested to do so on such media as reasonably requested by COUNTY, even if
10 COUNTY is then or is alleged to be in breach of this Agreement.

11 ~~42.4~~41.4 The obligations of COUNTY under this Agreement are
12 contingent upon the availability of federal and/or State funds, as applicable,
13 for the reimbursement of CONTRACTOR's expenditures, and inclusion of
14 sufficient funds for the services hereunder in the budget approved by the
15 Orange County Board of Supervisors each fiscal year this Agreement remains in
16 effect or operation. In the event that such funding is terminated or reduced,
17 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's
18 maximum obligation, or modify this Agreement, without penalty. The decision
19 of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide
20 CONTRACTOR with written notification of such determination. CONTRACTOR shall
21 immediately comply with ADMINISTRATOR's decision.

22 ~~42.5~~41.5 If any term, covenant, condition, or provision of this
23 Agreement or the application thereof is held invalid, void, or unenforceable,
24 the remainder of the ~~provision~~provisions in this Agreement shall remain in
25 full force and effect and shall in no way be affected, impaired, or
26 invalidated thereby.

27 ~~43.42.~~GOVERNING LAW AND VENUE

28 This Agreement has been negotiated and executed in the State of

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

44-43.SIGNATURE IN COUNTERPARTS

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

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

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

By: _____ By: _____

~~LINDA SMITH~~ PAMELA AUSTIN ~~CHAIRWOMAN~~ CHAIRMAN
~~EXECUTIVE DIRECTOR~~ CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
FAMILY SUPPORT NETWORK COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

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

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES
SUPPORT SERVICES

1. OVERVIEW

~~1.1.1~~ As the Wraparound Orange County (Wrap OC) Support Services provider, CONTRACTOR shall:

~~44.11.1.1~~ ~~Recruit Parent Partners to work for Wraparound OC Provider Agencies, train, and train support~~ Parent Partners in accordance with ~~Wraparound~~ the Wrap OC Standards model, to provide culturally responsive and linguistically appropriate services to ~~the~~ Participants;

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

~~44.21.1.3~~ 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

~~44.31.1.5~~ Report to ADMINISTRATOR various data received from surveys, such as the Family Satisfaction survey, for the Wraparound Fidelity Index (WFI) Summary Report.

~~1.2.~~ SERVICE STANDARDS

1 ~~1.1~~2.1 CONTRACTOR shall adhere to ~~Wraparound~~Wrap OC Standards,
 2 which are incorporated herein by reference ~~and discussed,~~ as determined and
 3 provided ~~during the Wraparound OC Four Day Core Training, described in~~
 4 ~~Paragraph 4.4.1.~~by Wraparound Oversight Group (WOG). CONTRACTOR shall
 5 participate with COUNTY and/or ~~Wraparound~~Wrap OC Provider Agency(ies) in the
 6 development and delivery of ongoing ~~Wraparound~~Wrap OC training to Parent
 7 ~~Providers.~~Partners. COUNTY shall provide continuing training to CONTRACTOR in
 8 ~~Wraparound~~Wrap OC Standards as deemed necessary by COUNTY.

9 ~~1.2~~ CONTRACTOR shall recruit Parent Partners to work for ~~Wraparound OC~~
 10 ~~Provider Agencies and train Parent Partner(s) in accordance with Wraparound OC~~
 11 ~~Standards.~~

12 ~~1.3~~2.2 CONTRACTOR shall adhere to ~~Wraparound~~Wrap OC Standards and
 13 additional job specific standards provided by ~~Administrator~~ADMINISTRATOR when
 14 training Parent ~~Providers.~~Partners. CONTRACTOR and ADMINISTRATOR may mutually
 15 agree to modify workload standards as set forth in this Paragraph and as
 16 authorized by COUNTY, without reducing the level of service to be provided by
 17 CONTRACTOR. This agreement must be in writing.

18 ~~1.4~~2.3 CONTRACTOR shall recruit Parent Partners to work for Wrap OC
 19 Provider Agencies and train Parent Partner(s) ~~to assist Participants'~~
 20 ~~Families in accordance~~ with the goal of providing the least restrictive, most
 21 ~~family-like settings possible to children/NMD youth~~Wrap OC Standards.

22 ~~1.5~~ CONTRACTOR shall notify ADMINISTRATOR when a Parent Partner is
 23 recruited, providing the name and date recruited for each Parent Partner.
 24 CONTRACTOR shall recruit and refer only those prospective Parent Partners who
 25 meet the hiring expectations as provided by ADMINISTRATOR. ADMINISTRATOR may,
 26 in its sole discretion, modify said expectations.

27 ~~1.6~~ CONTRACTOR shall require all potential Parent Partner(s) to
 28 complete mandatory ~~Wraparound OC Four (4) Day Core Training in Wraparound OC~~

~~philosophy and policies. CONTRACTOR shall provide certification training at least two (2) times per calendar year. ADMINISTRATOR will provide Wraparound OC philosophy and policies to CONTRACTOR.~~

~~1.7.4~~ CONTRACTOR is shall be required to ensure that Parent Partner(s) are aware ~~Wraparound~~ Wrap OC ~~services~~ may be provided at any location in Orange County or in contiguous counties, twenty-four (24) hours a day, and on any day of the year.

~~1.8.2.5~~ CONTRACTOR shall provide services pursuant to this Agreement in a manner that is culturally responsive and linguistically appropriate for the population(s) served. CONTRACTOR shall continue to develop and implement policies and procedures that are culturally responsive and linguistically appropriate using standards provided by COUNTY. CONTRACTOR shall maintain documentation of such efforts, which may include, but are not limited to:

~~1.8.12.5.1~~ Participation in COUNTY sponsored and other applicable training;

~~1.8.22.5.2~~ Availability of literature in multiple languages and formats as appropriate; and

~~1.8.32.5.3~~ Identification of measures taken to enhance accessibility for, and sensitivity to, ~~persons with physical challenges~~ individuals and communities with physical, emotional, behavioral, or other challenges.

~~1.9.2.6~~ CONTRACTOR shall recruit, hire and retain staff that can provide culturally responsive and linguistically appropriate services to the diverse population served by ~~Wraparound~~ Wrap OC.

~~1.10.2.7~~ CONTRACTOR shall obtain annual updated clearances on CONTRACTOR's staff; maintain a method of obtaining timely and subsequent updated personnel records notifications including monitoring of ~~Driver's~~ Driver License suspensions, tickets, accidents ~~and/or~~ other vehicular violations. If

any subsequent negative ~~criminal, professional, DMV and/or CACI~~ record information is obtained. CONTRACTOR shall immediately notify ~~COUNTY~~ADMINISTRATOR.

2-3. RECRUITMENT EXPECTATIONS

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

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

3.2 CONTRACTOR shall ensure that any potential Parent Partner ~~is an individual who has experience~~ possesses the following:

3.2.1 Experience in managing the care of an immediate family member, or ~~who has been~~being the caregiver for a child/youth who has been involved with the COUNTY'S ~~e~~Child ~~w~~lelfare ~~s~~Services, Probation Department, ~~and/or m~~Mental ~~h~~Health ~~s~~System because of serious emotional ~~and/or~~ behavioral problems; ~~has at~~

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

~~2.13.2.3~~ 3.2.3 Familiarity with community resources; and, ~~is willing to:~~

3.2.4 Willingness to:

~~2.1.1.13.2.4.1~~ 3.2.4.1 Provide emotional support to the

Participant's ~~Family~~family for the entire period the Participant is enrolled in the ~~Wraparound~~Wrap OC program, through face-to-face meetings or via telephone;

~~2.1.1.23~~2.4.2 Be available to the Participant's ~~Family~~family on an on-call basis;

~~2.1.1.33~~2.4.3 Ensure that all persons involved in the ~~Wraparound~~Wrap OC program treat the Participant and the Participant's ~~Family~~family with respect;

~~2.1.1.43~~2.4.4 Provide resource information to the Participant's ~~Family~~family;

~~2.1.1.53~~2.4.5 Assist the Participant's ~~Family~~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);

~~2.1.1.63~~2.4.6 Assist the Participant's ~~Family~~family in ensuring that services provided are responsive to the Participant's goals and needs, as identified by the Participant and the ~~Family Team~~Wrap CFT;

~~2.1.1.73~~2.4.7 Assist the Participant's ~~Family~~family in ensuring that the ~~Family Team~~Wrap CFT is participating in all phases of developing and implementing the Participant's Plan of Care (POC);

~~2.1.1.83~~2.4.8 Assist the Participant's ~~Family~~family in seeking new services and/or resources needed for the Participant;

~~2.1.1.93~~2.4.9 Participate in ~~bi-monthly~~bimonthly Parent Partner meetings, or as directed by ADMINISTRATOR; and

~~2.1.1.103~~2.4.10 Communicate with ~~Wraparound~~Wrap OC Provider Agency(ies) to discuss all problems or issues in providing ~~Wraparound~~Wrap OC ~~services~~.

~~2.23.3~~ CONTRACTOR shall refer qualified prospective Parent

1 ~~Partners~~Partner(s) to ~~Wraparound~~Wrap OC Provider ~~Agencies~~Agency(ies) for
2 potential employment.

3 ~~2.33.4~~ 3.4 CONTRACTOR shall collaborate with community support groups
4 to identify potential Parent Partner~~(s)~~.

5 ~~3.4.~~ 3.4. TRAINING EXPECTATIONS

6 4.1 CONTRACTOR shall partner with ADMINISTRATOR, as requested, to
7 train Wrap OC Provider Agency staff, including Parent Partners, in the usage
8 of ADMINISTRATOR's database system.

9 4.2 CONTRACTOR shall prepare quarterly and annual reports summarizing
10 Wrap OC trainings conducted and related information, including but not limited
11 to: training dates, number of attendees, presenters' names and titles, and
12 training hours. CONTRACTOR shall also conduct training evaluations and
13 provide ADMINISTRATOR with results of all training evaluations and training
14 hours.

15 ~~3.14.3~~ 3.14.3 CONTRACTOR shall be required to participate in the
16 development of additional training and training materials for Parent Partners,
17 Care Coordinators, ~~Wraparound~~Wrap OC Provider Agency~~(ies)~~ staff and
18 ~~COUNTY~~ADMINISTRATOR staff, as determined by ~~ADMINISTRATOR~~COUNTY.

19 4.4 Parent Partner Training

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

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

1 ~~3.1.14.4.3~~ 3.1.14.4.3 CONTRACTOR shall ~~holdoffer~~ monthly Parent Partner one
 2 (1)-day ~~Parent Partner~~ trainings for all newly hired Parent Partner(s). In
 3 order to hold the training on a convenient date for all parties, the ~~one (1)-~~
 4 ~~day~~ Parent Partner one (1)-day training may be postponed to a later date upon
 5 mutual agreement between the Parent Partner, ~~Wraparound,~~ Wrap OC Provider
 6 Agency, and CONTRACTOR.

7 ~~3.1.24.4.4~~ 3.1.24.4.4 CONTRACTOR shall retain ~~copies of the~~ sign-in sheets
 8 collected at each Parent Partner training to verify attendance.

9 ~~3.1.34.4.5~~ 3.1.34.4.5 CONTRACTOR shall ensure that ~~at the completion of~~
 10 ~~training,~~ Parent Partner(s) Partners are familiar with and have a detailed
 11 knowledge of the following WraparoundWrap OC ~~Program Elements~~ program elements:

12 ~~3.1.3.14.4.5.1~~ 3.1.3.14.4.5.1 WraparoundWrap OC Referral Process,
 13 including, but not limited to: source of referral, referral reason, referral
 14 date, and enrollment date;

15 ~~3.1.3.24.4.5.2~~ 3.1.3.24.4.5.2 Intake Concerns, including, but not
 16 limited to: abuse/neglect by parent(s), the Participant's progress and/or
 17 behavior in the school/community, and/or the Participant's acting out,
 18 alcohol/substance use, and severe aggressiveness;

19 ~~3.1.3.34.4.5.3~~ 3.1.3.34.4.5.3 Required Participant Demographics,
 20 including, but not limited to: name, gender, unique case number, address, date
 21 of birth, race, ethnicity, and primary language of Participant and
 22 ~~caregiver(s)-~~ family;

23 ~~3.1.3.44.4.5.4~~ 3.1.3.44.4.5.4 Placement, including, but not limited to:
 24 caregiver's name and relationship to Participant, and placement at the time of
 25 Participant's referral;

26 ~~3.1.3.54.4.5.5~~ 3.1.3.54.4.5.5 Medical Status;

27 ~~3.1.3.64.4.5.6~~ 3.1.3.64.4.5.6 Participant's Legal Status ~~(i.e.,)~~
 28 including, but not limited to: Ward or Dependent of the Juvenile Court and/or

engaged in Family Reunification ~~[(FR)]~~, Family Maintenance ~~[(FM)]~~, Voluntary Family Services ~~[(VFS)]~~, or Adoption Assistance Program ~~[(AAP], etc.)~~];

~~3.1.3.7~~ 4.4.5.7 School Status;

~~3.1.3.8~~ 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) ~~);~~];

~~3.1.3.9~~ 4.4.5.9 Assessment(s), including, but not limited to: Participant's emotional adjustment, Participant's behavioral adjustment, and Participant's ~~F~~family functioning;

~~3.1.3.10~~ ~~Family Satisfaction Survey(s), Wraparound Fidelity Index (WFI)~~;

~~3.1.3.11~~ 4.4.5.10 ~~Outcome~~ Measurements, including the Participant's emotional, behavioral, and social status;

~~4.4.5.11~~ ~~Multi-agency Intervention Data System (MIDS)~~, Family Satisfaction Survey(s), Wraparound Fidelity Index (WFI); and

~~3.1.3.12~~ 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.

1 4.6.1 CONTRACTOR shall participate with the Wrap OC Training
 2 Committee in the ~~Wraparound~~:

3 4.6.1.1 Review and evaluation of Wrap OC training
 4 effectiveness;

5 4.6.1.2 Modification of Wrap OC training to meet
 6 population needs; and

7 4.6.1.3 Delivery of ongoing Wrap OC training.

8 ~~3.1.4~~ 4.6.2 CONTRACTOR shall participate in the Wrap OC Training
 9 Committee and help conduct and track attendance of ~~Wraparound~~ Wrap OC
 10 trainings, as requested by ADMINISTRATOR. Training shall include, but not be
 11 limited to Wrap OC Four (4)-Day Core Training and Wrap OC Overview Training. ÷

12 4.7 ~~Wraparound~~ Wrap OC Four (4)-Day Core Training, which

13 The Wrap OC Four (4)-Day Core Training is held at least twice a
 14 year to train new Parent Partners, Care Coordinators and Youth Partners, ~~as~~
 15 ~~well as~~ and any other ~~new CONTRACTOR and COUNTY~~ Wrap OC Provider Agency or
 16 ADMINISTRATOR staff ~~who are~~ required to receive this training as determined by
 17 ADMINISTRATOR.

18 The Wrap OC Four (4)-Day Core Training is coordinated and provided
 19 by the Wrap OC Training Committee. The ~~Four (4)-Day Core T~~ training is
 20 ~~coordinated and provided by the Training Committee, which is comprised of~~
 21 ~~staff from the Wraparound OC Provider Agencies, CONTRACTOR, and the COUNTY.~~

22 ~~The Four (4) Day Core Training will be~~ held in the offices of one
 23 of the ~~Wraparound~~ Wrap OC Provider Agencies or a COUNTY facility, depending
 24 upon availability. ADMINISTRATOR reserves the right to change the location of
 25 the training as may be needed.

26 4.7.1 CONTRACTOR shall participate in the development of
 27 training materials and provide training for the Wrap OC Four (4)-Day Core
 28 Training as part of the Wrap OC Training Committee.

1 4.8 ~~Wraparound~~Wrap OC Overview Training

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

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

13 4.8.1 ~~Overview Training is a mandatory wraparound overview.~~
14 CONTRACTOR shall participate in the development of training materials and
15 provide training for Wrap OC Overview Training as part of the Training
16 Committee.

17 ~~3.1.5 The Wraparound Overview is usually held monthly for newly~~
18 ~~hired Wraparound OC Provider Agencies' staff and COUNTY social workers,~~
19 ~~probation officers and mental health clinicians who have not had the~~
20 ~~opportunity to attend the Wraparound Four (4)-Day Core Training. Attendees~~
21 ~~may also include staff from other CFS programs and COUNTY staff as determined~~
22 ~~by ADMINISTRATOR.~~

23 ~~3.1.6 Wraparound Overviews will be held in the offices of~~
24 ~~one of the Wraparound OC Provider Agencies or a COUNTY facility, as may be~~
25 ~~available. ADMINISTRATOR reserves the right to change the location of the~~
26 ~~training as may be needed.~~

27 ~~3.1.7 CONTRACTOR shall provide a minimum of one (1) Parent Partner~~
28 ~~Professional Growth support group/training meeting bimonthly. CONTRACTOR~~

1 ~~shall notify the Wraparound OC Provider Agencies and ADMINISTRATOR of the~~
2 ~~location and times of all Parent Partner Professional Growth support group/~~
3 ~~training meetings.~~

4 ~~3.1.8 CONTRACTOR shall be required to participate in the~~
5 ~~development of training materials and as part of the Training Committee.~~

6 ~~3.1.9 CONTRACTOR shall participate with ADMINISTRATOR,~~
7 ~~Wraparound Training Committee, and/or Wraparound OC Provider Agencies in the:~~

8 ~~3.1.9.1 Review and evaluation of Wraparound OC training~~
9 ~~effectiveness;~~

10 ~~3.1.9.2 Modification of Wraparound OC training to meet~~
11 ~~population needs; and~~

12 ~~3.1.9.3 Delivery of ongoing Wraparound OC service~~
13 ~~training.~~

14 4.9 Wrap OC Institute Training

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

22 4.9.1 CONTRACTOR shall provide support for and participate in
23 this monthly mandatory training as scheduled by ADMINISTRATOR.

24 4.9.2 Support and participation activities shall include, but
25 not be limited to: scheduling and paying speakers, as applicable; facilitating
26 trainings and resource fairs; obtaining and copying handouts for Participants,
27 as applicable; and providing snacks or refreshments.

~~4.5. INFORMATION AND REFERRAL DATABASE DEVELOPMENT AND~~
~~MAINTENANCE EXPECTATIONS~~

~~4.1~~5.1 CONTRACTOR shall develop and maintain an ~~information~~Information and ~~referral database~~Referral Database with up-to-date information on available resources within Orange County and surrounding communities, such as community-based organizations providing food assistance, housing services, children's recreational activities, counseling services, automobile repair shops, etc.

~~4.2~~5.2 CONTRACTOR shall periodically verify service information with community-based organizations and resource providers to ascertain accuracy of information.

~~4.3~~5.3 CONTRACTOR shall assist ~~Wraparound~~Wrap OC Provider Agencies to access resource services.

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

5.4.1 Resources provided to each Wrap OC Provider Agency;

5.4.2 All follow-up attempts;

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

5.4.4 Database usage.

~~5. ADDITIONAL RESPONSIBILITIES~~

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

~~5.2 CONTRACTOR shall participate with COUNTY in the planning, design, and implementation of a Quality Improvement (QI) Program. CONTRACTOR shall~~

~~participate in quarterly QI meetings with COUNTY.~~

6. SURVEY EXPECTATIONS

6.1 CONTRACTOR shall complete Family Satisfaction Surveys of ~~WraparoundWrap~~ OC Participants and their families following the conclusion of ~~WraparoundWrap~~ OC ~~services~~ and, ~~if applicable,~~ Provider Network Program (PNP) services.

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

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

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

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

7. ADDITIONAL CONTRACTOR RESPONSIBILITIES

1 In addition to providing the services described in Paragraphs 3 through
 2 1 of this Exhibit A, CONTRACTOR agrees to:

3 7.1 Meet regularly with WOG and WRIT to discuss trends, and to discuss
 4 and resolve any Wrap OC Program Support issues;

5 7.2 Participate with ADMINISTRATOR in the planning, design and
 6 implementation of a Quality Improvement (QI) Program. CONTRACTOR shall
 7 participate in quarterly QI meetings with ADMINISTRATOR; and

8 ~~5.3.3~~ Participate as an active member and attend regularly
 9 scheduled meetings with ADMINISTRATOR, ~~COUNTY~~ and ~~Wraparound~~ Wrap OC Provider
 10 Agency staff. ADMINISTRATOR may, at its sole discretion, modify these
 11 meetings to best meet the needs of the COUNTY. Meetings include but are not
 12 limited to:

13 ~~5.3.1~~ 7.3.1 Wrap OC Training Committee Meetings which meet monthly
 14 for one and ~~one~~ a half (1½) hours to review upcoming training(s);

15 ~~5.3.2~~ 7.3.2 ~~Wraparound~~ Wrap OC Provider Agency Meetings which
 16 are held the second Monday of each month or as determined by ADMINISTRATOR ~~;~~ ;

17 ~~5.3.3~~ 7.3.3 WRIT Meetings which are held every Wednesday, or as
 18 determined by ADMINISTRATOR, to review and discuss POCs and case assignments ~~;~~
 19 and

20 ~~5.3.4~~ 7.3.4 Technical Assistance Meetings ~~;~~ which meet as
 21 requested. Meeting dates, time and duration may vary depending on
 22 ~~Wraparound~~ Wrap OC Provider Agency ~~(ies)~~ needs for technical assistance.

23 ~~5.3.5~~ ~~ADMINISTRATOR may, at its sole discretion, modify these~~
 24 ~~meetings to best meet the needs of the COUNTY.~~

25 ~~5.4~~ ~~As directed by ADMINISTRATOR, CONTRACTOR shall~~
 26 ~~participate~~ Participate in ADMINISTRATOR's Utilization Review of ~~Wraparound~~ Wrap
 27 OC Provider Agencies ~~;~~

28 ~~5.5~~ 7.4 ~~CONTRACTOR's holiday schedule shall not exceeds COUNTY's~~

1 ~~holiday schedule which is, as follows: New Year's Day, Martin Luther King Day,~~
 2 ~~President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,~~
 3 ~~Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after~~
 4 ~~Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written~~
 5 ~~approval from ADMINISTRATOR for any holiday closure outside of COUNTY's~~
 6 ~~holiday schedule. Any unauthorized holiday closure shall be deemed in~~
 7 ~~material breach of this Agreement, pursuant to Paragraph 18, and shall not be~~
 8 ~~reimbursed~~ directed by ADMINISTRATOR.

9 ~~6. WRAPAROUND REPORTING REQUIREMENTS~~

10 8. REPORTS

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

18 ~~6.1.1.1~~ 8.1.1 Monthly Report

19 ~~6.1.1.1.1~~ 8.1.1.1 CONTRACTOR shall develop and submit to ADMINISTRATOR
 20 by the twentieth (20th) of each month, in a format approved by ADMINISTRATOR,
 21 reports providing, but not limited to, the following:

22 ~~6.1.1.1.1.1~~ 8.1.1.1.1 The monthly costs incurred for recruiting
 23 and training Parent Partner(s) ~~and~~;

24 ~~6.1.1.1.2~~ 8.1.1.1.2 The following service delivery data: and

25 ~~6.1.1.1.2.1~~ 8.1.1.1.2.1 Description of efforts
 26 made to recruit qualified Parent Partner(s);

27 ~~6.1.1.1.2.2~~ 8.1.1.1.2.2 Number of inquiries made
 28 by parties interested in enrolling in the Parent Partner training program;

~~6.1.1.2.3~~ 8.1.1.2.3 Number of enrollments in the Parent Partner training program;

~~6.1.1.2.4~~ 8.1.1.2.4 Number of individuals completing the Parent Partner training program;

~~6.1.1.2.5~~ 8.1.1.2.5 Number of ~~trained~~ potential Parent Partner(s) screened and referred to any ~~Wraparound~~ Wrap OC Provider Agency;

~~6.1.1.2.6~~ 8.1.1.2.6 Post-training satisfaction survey results, Family Satisfaction ~~Survey~~ Surveys, and WFI survey results, including “no response” data; and

~~6.1.1.2.7~~ 8.1.1.2.7 Date(s) when mandatory training such as, but not limited to, the ~~Wraparound~~ Wrap OC Four (4)-Day Core Training, the ~~Wraparound~~ Wrap OC Overview Training, and other monthly trainings were completed.

~~6.1.1.3~~ 8.1.1.3 The following resource development data:

~~6.1.1.3.1~~ 8.1.1.3.1 Number of resources;

~~6.1.1.3.2~~ 8.1.1.3.2 Types of resources;

~~6.1.1.3.3~~ 8.1.1.3.3 Resource updates;

~~6.1.1.3.4~~ 8.1.1.3.4 Number of requests for information and referrals;

~~6.1.1.3.5~~ 8.1.1.3.5 Actual number of referrals;

~~6.1.1.3.6~~ 8.1.1.3.6 Dates of the requests for information and referrals; and

8.1.1.3.7 Response dates.

~~6.28.2~~ 8.2.2 Quarterly and Annual Reports

~~6.2.1~~ 8.2.1 CONTRACTOR shall prepare quarterly and annual reports summarizing ~~Wraparound~~ Wrap OC trainings conducted and related information,

1 including but not limited to: training dates, number of attendees, title and
2 presenters' names and training hours.

3 ~~6.2.28.2.2~~ 6.2.28.2.2 CONTRACTOR shall develop, in a format provided or
4 approved by ADMINISTRATOR, and submit to ADMINISTRATOR quarterly ~~written~~
5 ~~reports on fiscal and programmatic trends. Programmatic reports shall include~~
6 ~~a description of CONTRACTOR'S progress in implementing the provisions of this~~
7 ~~Agreement and any pertinent facts or interim findings, staff changes, and/or~~
8 ~~reasons for any such changes. CONTRACTOR shall state whether it~~
9 ~~satisfactorily achieving the terms of this Agreement and if not, shall specify~~
10 ~~what steps will be taken to achieve satisfactory progress.~~ written reports on
11 fiscal and programmatic trends. In lieu of the quarterly written reports,
12 CONTRACTOR may meet in person with ADMINISTRATOR's staff to discuss fiscal and
13 programmatic trends. Programmatic reports shall include, but not be limited,
14 to the following:

15 ~~6.3~~ ~~CONTRACTOR shall develop, in a format~~
16 ~~provided or approved by ADMINISTRATOR, and submit to ADMINISTRATOR monthly~~
17 ~~written reports on resource development, such as, but not limited to, the~~
18 ~~number of resources, the types of resources, resource updates, the number of~~
19 ~~requests for information and referral, the actual number of referrals, the~~
20 ~~dates of the requests for information and referral and the response dates.~~

21 8.2.2.1 Description of the CONTRACTOR's progress in
22 implementing the provisions of this Agreement;

23 8.2.2.2 Any pertinent facts or interim findings,
24 staff changes, and reasons for any such changes; and

25 8.2.2.3 Information as to whether the CONTRACTOR is
26 or is not progressing satisfactorily in achieving the terms of this Agreement
27 and if not, what steps will be taken to achieve satisfactory progress.

28 8.3 Miscellaneous Wrap OC Support Services Report(s)

1 8.3.1 CONTRACTOR shall comply with ADMINISTRATOR's request for
 2 additional reports regarding CONTRACTOR'S progress in ~~providing Wraparound~~Wrap
 3 OC Support Services. Reports shall be prepared in a format approved by
 4 ADMINISTRATOR. ADMINISTRATOR will provide details as to the nature of the
 5 information requested in additional reports, and will allow CONTRACTOR thirty
 6 (30) calendar days to respond whenever possible.

7 ~~7. Goals, Strategies and Outcome Objectives~~

8 ~~During the term of this Agreement, CONTRACTOR shall:~~

9 ~~7.19.~~ GOALS AND OUTCOME OBJECTIVES

10 9.1 Goals

11 ~~9.1.1 Provide Parent Partner recruitment, training and support~~
 12 ~~services to contracted Wraparound OC Provider Agencies.~~ CONTRACTOR shall
 13 screen, interview, and refer as many prospective Parent Partners as needed to
 14 fill a vacancy as soon as possible, when a Wrap OC Provider Agency has an
 15 opening for the Parent Partner position.

16 9.1.1.1 CONTRACTOR shall keep a file of prospective
 17 Parent Partner candidates that can be contacted when there is a vacant Parent
 18 Partner position.

19 ~~7.1.19.1.2~~ CONTRACTOR shall ~~M~~maintain up-to-date information on
 20 the availability of resources within the community, verify such information,
 21 and assist ~~Wraparound~~Wrap OC Provider Agencies' staff to access resource
 22 services.

23 ~~7.1.29.1.3~~ CONTRACTOR shall ~~C~~complete satisfaction surveys of
 24 ~~Wraparound~~Wrap OC Participants and their families, including telephone
 25 interviews utilizing the WFI survey to measure the impact of ~~Wraparound~~Wrap OC
 26 ~~services~~ on the Participant, family and service providers at the time of
 27 survey.

28 ~~7.29.2~~ Quality Assurance/Quality Control ~~Outcomes~~

~~7.2.1~~ 9.2.1 CONTRACTOR shall offer a minimum of one hundred fifty (150) resource referrals per month to Wrap OC Provider Agencies.

~~7.2.2~~ 9.2.2 CONTRACTOR shall provide support for and participate in a minimum of eleven (11) Wrap OC Institute trainings per year.

~~7.2.2.1~~ 9.2.2.1 Support and participation activities shall include, but not be limited to: scheduling and paying speakers, as applicable; facilitating trainings and resource fairs; obtaining and copying handouts for Participants, as applicable; providing snacks or refreshments.

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

~~7.2.3~~ 9.2.4 CONTRACTOR shall track and provide evaluation results for one hundred percent (100%) of Wrap OC Four (4)-Day Core Training events.

~~7.2.4~~ 9.2.5 CONTRACTOR shall complete a minimum of five (5) Family Satisfaction surveys attempts for each prospective survey participant ~~on a minimum of thirty-five percent (35%) of families surveyed~~ per month. CONTRACTOR shall document reasonable efforts made for those families not surveyed.

~~7.2.5~~ 9.2.6 CONTRACTOR shall complete a minimum of five (5) WFI surveys attempts for each prospective survey participant ~~on a minimum of twenty-five percent (25%) of consented families~~ per month. CONTRACTOR shall document reasonable efforts made for those Participants, Participants' families, and Wrap OC Provider Agency staff not surveyed.

~~8-10.~~ 10. QUALITY ASSURANCE/QUALITY CONTROL

10.1 Throughout the term of this Agreement, CONTRACTOR shall establish and utilize a comprehensive internal Quality Control Plan (QCP), in a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The ~~Quality Control Plan will~~ QCP shall be updated and resubmitted for ~~COUNTY~~ ADMINISTRATOR approval when changes occur. The ~~Quality Control Plan~~

1 ~~will~~ QCP shall include, but not be limited to, the following:

2 ~~8.1~~10.1.1 ~~Method of~~ The method for ensuring the services,
3 deliverables, and requirements defined in this Agreement are being provided at
4 or above the level of quality per this Agreement;

5 ~~8.2~~10.1.2 The method for assuring that the professional staff
6 rendering services under this Agreement have the necessary qualifications;

7 ~~8.3~~10.1.3 ~~Method~~ The method of identifying and preventing
8 deficiencies in the quality of services as defined by COUNTY policy; and

9 ~~8.4~~10.1.4 The method for providing ~~COUNTY~~ ADMINISTRATOR with a copy
10 of CONTRACTOR case reviews, a clear description of, and corrective action
11 taken, 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 ~~9.12.~~ 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 as stated in Subparagraph 19.1 of this Agreement~~ maximum obligation.

~~10-13~~. 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, 2017 through June 30, 2018~~

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>				
Wraparound Liaison	.161	27.00 - 29.00	29.00	\$ 9,712
Parent Partner Trainer	.300	20.00 - 21.50	21.50	12,792
Data Collection Specialist	.850	15.00 - 18.25	18.25	30,056
Resource Specialist (bi-lingual)	.600	15.00 - 17.00	17.00	19,968
Resource Specialist (bi-lingual)	.525	15.00 - 17.00	17.00	16,926
SUBTOTAL DIRECT SERVICE SALARIES				\$ 89,454
DIRECT SERVICE BENEFITS⁽³⁾ (15% TOTAL)				13,418
TOTAL DIRECT SALARIES AND BENEFITS				\$ 102,872
<u>ADMINISTRATIVE POSITIONS</u>				
Executive Director/Parent Partner Coordinator	.075	30.00 - 34.00	34.00	\$ 4,992
Accountant	.145	22.00 - 26.00	26.00	7,284
SUBTOTAL ADMINISTRATIVE SALARIES				\$ 12,276
ADMINISTRATIVE SERVICE BENEFITS⁽³⁾ (14.30% TOTAL)				1,755
TOTAL ADMINISTRATIVE SALARIES/BENEFITS				\$ 14,031
TOTAL ALL SALARIES AND BENEFITS				\$ 116,903
<u>SERVICES AND SUPPLIES</u>				

1	Independent Audit	\$ 3,000
	Accounting/Payroll Services	550
2	Consultants/Training	10,000
	Office Supplies	967
3	Telephone	700
	Mileage⁽⁴⁾	1,950
4	Postage	205
	Advertising	1,800
5	Gift Certificates	2,600
6		<hr/>
	SUBTOTAL SERVICES AND SUPPLIES	\$ 21,772
7		
	OPERATING EXPENSES	
8	Facility Lease/Rental	\$ 6,700
	Maintenance	800
9		
	Utilities	2,100
10	Insurance	1,725
11		<hr/>
	SUBTOTAL OPERATING EXPENSES	\$ 11,325
12		
	TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 33,097
13		<hr/>
	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 150,000
14		
	INDIRECT COSTS (10%)	15,000
15		<hr/>
	TOTAL MAXIMUM COUNTY OBLIGATION (7/1/17- 6/30/18)	\$ 165,000
16		<hr/>

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>
19	<u>DIRECT SERVICE POSITIONS</u>				
20	Parent Partner Coordinator	0.25	25.25 - 26.25	26.25	\$ 13,650
21	Wraparound Liaison	0.20	21.00 - 22.00	22.00	9,152
22	Parent Partner Trainer	0.25	21.00 - 22.00	22.00	11,440
23	Data Collection Specialist (bilingual)	0.85	18.00 - 19.00	19.00	33,592
24	Resource Specialist (bi-lingual)	1.13	17.00 - 18.00	18.00	<u>42,120</u>
25					
26					<hr/>
	SUBTOTAL DIRECT SERVICE SALARIES				\$ 109,954
27	DIRECT SERVICE BENEFITS⁽³⁾ (15.06% TOTAL)				16,560
28					<hr/>
	TOTAL DIRECT SALARIES AND BENEFITS				\$ 126,514

ADMINISTRATIVE POSITIONS⁽⁴⁾

Executive Director	0.05	40.00 - 53.00	53.00	\$ 5,512
Accounting Manager	0.12	24.00 - 28.00	28.00	6,422

SUBTOTAL ADMINISTRATIVE SALARIES				\$ 11,934
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ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (15.39% TOTAL)				1,836
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TOTAL ADMINISTRATIVE SALARIES/BENEFITS				\$ 13,770
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TOTAL ALL SALARIES AND BENEFITS				\$ 140,284
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SERVICES AND SUPPLIES

Independent Audit				\$ 3,450
Payroll Processing				410
Office Supplies				3,146
Telephone				850
Mileage ⁽⁵⁾				2,050
Postage				300
Advertising				600
Gift Certificates				2,000
Training				10,000

SUBTOTAL SERVICES AND SUPPLIES				\$ 22,806
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OPERATING EXPENSES

Facility Lease/Rental				\$ 7,060
Maintenance				800
Utilities				2,000
Insurance				2,050

SUBTOTAL OPERATING EXPENSES				\$ 11,910
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TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES				\$ 34,716
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SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES				\$ 175,000
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TOTAL MAXIMUM OBLIGATION ANNUAL BUDGET (7/1/18- 6/30/19)				\$ 175,000
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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>
<u>DIRECT SERVICE POSITIONS</u>				
Parent Partner Coordinator	0.25	25.25 - 26.25	26.25	\$ 13,650
Wraparound Liaison	0.20	21.00 - 22.00	22.00	9,152

1	Parent Partner Trainer	0.25	21.00 - 22.00	22.00	11,440
2	Data Collection Specialist (bilingual)	0.85	18.00 - 19.00	19.00	33,592
3	Resource Specialist (bi-lingual)	1.13	17.00 - 18.00	18.00	<u>42,120</u>
4	SUBTOTAL DIRECT SERVICE SALARIES				\$ 109,954
5	DIRECT SERVICE BENEFITS ⁽³⁾ (15.11% TOTAL)				16,614
6	TOTAL DIRECT SALARIES AND BENEFITS				<u>\$ 126,568</u>
7	<u>ADMINISTRATIVE POSITIONS⁽⁴⁾</u>				
8	Executive Director	0.05	40.00 - 53.00	53.00	\$ 5,512
9	Accounting Manager	0.12	24.00 - 28.00	28.00	<u>6,422</u>
10	SUBTOTAL ADMINISTRATIVE SALARIES				\$ 11,934
11	ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (15.44% TOTAL)				1,843
12	TOTAL ADMINISTRATIVE SALARIES/BENEFITS				<u>\$ 13,777</u>
13	TOTAL ALL SALARIES AND BENEFITS				\$ 140,345
14	<u>SERVICES AND SUPPLIES</u>				
15	Independent Audit				\$ 3,450
16	Payroll Processing				410
17	Office Supplies				2,824
18	Telephone				850
19	Mileage ⁽⁵⁾				2,050
20	Postage				300
21	Advertising				600
22	Gift Certificates				2,000
23	Training				<u>10,000</u>
24	SUBTOTAL SERVICES AND SUPPLIES				\$ 22,484
25	<u>OPERATING EXPENSES</u>				
26	Facility Lease/Rental				\$ 7,272
27	Maintenance				808
28	Utilities				2,020
29	Insurance				<u>2,071</u>
30	SUBTOTAL OPERATING EXPENSES				\$ 12,171
31	TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES				<u>\$ 34,655</u>
32	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES				<u>\$ 175,000</u>
33	TOTAL MAXIMUM OBLIGATION ANNUAL BUDGET (7/1/19- 6/30/20)				<u><u>\$ 175,000</u></u>

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>
<u>DIRECT SERVICE POSITIONS</u>				
Parent Partner Coordinator	0.25	25.25 - 26.25	26.25	\$ 13,650
Wraparound Liaison	0.20	21.00 - 22.00	22.00	9,152
Parent Partner Trainer	0.25	21.00 - 22.00	22.00	11,440
Data Collection Specialist (bilingual)	0.85	18.00 - 19.00	19.00	33,592
Resource Specialist (bi-lingual)	1.13	17.00 - 18.00	18.00	<u>42,120</u>
SUBTOTAL DIRECT SERVICE SALARIES				\$ 109,954
DIRECT SERVICE BENEFITS ⁽³⁾ (15.16% TOTAL)				16,669
TOTAL DIRECT SALARIES AND BENEFITS				<u>\$ 126,623</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⁾ (15.49% 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				<u>10,000</u>
SUBTOTAL SERVICES AND SUPPLIES				<u>\$ 22,157</u>
<u>OPERATING EXPENSES</u>				
Facility Lease/Rental				\$ 7,490
Maintenance				816

1	Utilities	2,040
2	Insurance	2,091
3	SUBTOTAL OPERATING EXPENSES	\$ 12,437
4	TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 34,594
5	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 175,000
6	TOTAL MAXIMUM OBLIGATION ANNUAL BUDGET (7/1/20- 6/30/21)	\$ 175,000

7 ⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the
8 amount of time (stated as a percentage) the position will be providing
9 services under the terms of this Agreement. This percentage is based upon a
10 40-hour work week. For salaried employees, FTE is defined as the amount of
11 time (stated as a percentage) the position will be paid for under the terms of
12 this Agreement, regardless of the number of hours actually worked.

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

15 ~~⁽³⁾ Medical, long term disability, retirement, pension, employee
16 assistance, FICA, SUI, Workers' Compensation and vacation accrual.~~

17 ⁴⁽³⁾ Employee Benefits include contributions to 401k or retirement plans;
18 health insurance; dental insurance; life insurance; long-term disability
19 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State
20 Unemployment Tax, and Workers' Compensation Tax, based on the currently
21 prevailing rates; and expense for accrued vacation time payout, for a
22 separated employee, limited to the actual vacation time accrued during the
23 fiscal year in which the expense is claimed, minus the actual vacation time
24 used by the employee during said fiscal year. The overall benefit rate shall
25 not exceed the percentage of the actual salary expense claimed.

26 ⁽⁴⁾ Administrative costs are defined as those costs not solely related to
27 direct services to clients, supervision and program costs (e.g., executive
28 director oversight, technology services, accounting, payroll, etc.) shall be

1 held to no more than 15 percent (15%) of total gross program costs.

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

3 ~~10.1~~13.1 Expense for extra pay, including but not limited to,
 4 overtime, stipends, bonuses, staff incentives, severance pay, etc., will not
 5 be eligible for reimbursement under this Agreement unless authorized in
 6 writing by ADMINISTRATOR. Such authorization shall be considered as an
 7 exception and may be approved, on a case-by-case basis, at the sole discretion
 8 of ADMINISTRATOR.

9 ~~10.2~~13.2 CONTRACTOR and ADMINISTRATOR may mutually agree, subject to
 10 advance written notice, to add, delete or modify line items and/or amounts
 11 and/or the number and type of FTE positions without changing COUNTY's maximum
 12 obligation as stated in Subparagraph 19.1 of this Agreement or reducing the
 13 level of ~~services~~service to be provided by CONTRACTOR. Further, in accordance
 14 with Subparagraph 41.4 of this Agreement, in the event ADMINISTRATOR reduces
 15 the maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and
 16 ADMINISTRATOR may mutually agree in writing to proportionately reduce the
 17 service goals as set forth in this Exhibit.

18 ~~11. STAFFING~~

19 14. RECRUITMENT AND STAFFING

20 14.1 CONTRACTOR shall use a formal recruitment plan, which complies
 21 with federal and State employment labor regulations. CONTRACTOR shall hire
 22 staff with the education, language skills, and experience necessary to
 23 appropriately perform position duties described.

24 14.2 CONTRACTOR shall provide the following described staff positions
 25 and shall submit, in a format provided and/or approved by ADMINISTRATOR,
 26 monthly staffing reports to ADMINISTRATOR. Staffing report shall report
 27 actual staff hours worked by position, and shall include the position title
 28 and monthly salary and benefits-;

1 14.2.1 Parent Partner Coordinator

2 Duties

3 14.2.1.1 Report to the Executive Director

4 ~~11.1.1~~ 14.2.1.2 Supervise ~~Wraparound Liaison,~~ Resource
5 Specialist, and Data Collection Specialist, ~~and Parent Partner Trainer.~~

6 ~~11.1.2~~ ~~potential Parent Partners.~~

7 ~~11.1.3~~ 14.2.1.3 Review and submit fiscal and programmatic
8 documentation as required by ADMINISTRATOR.

9 ~~11.1.4~~ 14.2.1.4 Monitor program outcomes.

10 ~~11.1.5~~ 14.2.1.5 Participate in weekly administrative and
11 staff meetings.

12 ~~11.1.6~~ 14.2.1.6 Attend all required training sessions.

13 ~~11.1.7~~ ~~Provide orientation and training Wraparound~~

14 14.2.1.7 Act as ~~backup for any of the staff positions,~~
15 ~~as needed~~ Wraparound Liaison, which includes, but is not limited to, the
16 following duties:-

17 14.2.1.7.1 Attend WRIT and Technical
18 Assistance meetings as determined by ADMINISTRATOR.

19 14.2.1.7.2 Act as CONTRACTOR'S liaison with
20 WRIT to discuss trends and to discuss and resolve any Wrap OC Support Services
21 issues.

22 14.2.1.7.3 Attend all training sessions
23 required by ADMINISTRATOR and/or California Department of Social Services
24 (CDSS); and).

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

28 14.2.1.7.4 Recruit potential Parent

Partners.

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

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

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

14.2.1.8.2 Conduct training sessions for new Parent Partners.

14.2.1.8.3 Identify Wrap OC applicable training topics.

14.2.1.8.4 Ensure consistency and conformity to training protocols.

14.2.1.8.5 Disseminate new Wrap OC information to Parent Partners.

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

14.2.1.8.7 Compile training statistics for all Wrap OC trainings.

~~11.1.8~~ 14.2.1.8.8 Collaborate with staff from CDSS, Wrap OC Provider Agencies, and local Wraparound providers to implement a variety of Wrap OC projects or trainings as determined by ADMINISTRATOR.

Qualifications

~~11.1.9~~ 14.2.1.9 Bachelor's degree in social work, psychology, nursing, occupational therapy, or education, ~~or a related field,~~ from an accredited college or university;

14.2.1.10 Two (2) ~~years~~ or more ~~years~~ of

~~related~~ supervision experience ~~including supervision~~; and

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

~~11.1.10~~

~~11.1.11~~ 14.2.1.14 Proficiency in English.

~~11.2~~ Wraparound Liaison

Duties

~~11.2.1 Assist Parent Partner Coordinator with recruitment and screening of potential Parent Partners.~~

~~11.2.2 Attend WRIT and Technical Assistance meetings as determined by ADMINISTRATOR.~~

~~11.2.3 Act as CONTRACTOR'S liaison with WRIT to discuss trends and to discuss and resolve any Wrap OC Support Services issues.~~

~~11.2.4 Attend all training sessions required by ADMINISTRATOR and/or California Department of Social Services (CDSS); and~~

~~11.2.5 Collaborate with staff from CDSS, Wrap OC Provider Agencies, and local Wraparound providers to implement a variety of Wrap OC projects or trainings as determined by ADMINISTRATOR.~~

~~11.2.5.1~~

Qualifications

~~11.2.6 Bachelor's degree in social work, psychology, nursing, occupational therapy, or education, from an accredited college or university;~~

~~11.3 One (1) year of experience in training. Parent Partner~~

TrainerDuties~~11.3.1 Parent Partner and to~~~~11.3.2 to Parent Partner Trainer.~~~~11.3.3 Collaborate with staff from CDSS, Wraparound OC Provider Agencies, and local Wraparound providers to implement a variety of Wraparound projects or trainings as determined by COUNTY.~~Qualifications~~11.3.4 Bachelor's degree in social work, psychology, nursing, education, or occupational therapy, from an accredited college or university;~~~~11.3.5 One (1) year of related experience including training development and public speaking; and~~~~11.3.6 Proficiency in English.~~~~11.4~~14.2.2 Data Collection SpecialistDuties~~11.4.1~~14.2.2.1 ~~Perform~~Conduct satisfaction surveys for all ~~Wraparound~~Wrap OC families when the ~~contracted agencies~~Wrap OC Provider Agencies have submitted pending commencement notices and ~~input~~entered survey results into ~~the MIDS Wraparound Computer System or other Wraparound-specified computer~~ADMINISTRATOR's database system.~~11.4.2~~14.2.2.2 Perform the WFI survey for all consenting ~~Wraparound~~Wrap OC families, primarily during their fourth (4th) month in ~~Wraparound~~Wrap OC, and input survey data into the WFI database. Document reasonable efforts made for those families not surveyed.~~11.4.3~~14.2.2.3 Collaborate with ~~ADMINISTRATION~~ADMINISTRATOR to recommend changes to ~~MIDS~~ADMINISTRATOR'S database system to enhance reporting capabilities.

~~11.4.4 Collaborate with staff from CDSS, Wraparound OC Provider Agencies, and local Wraparound providers to implement a variety of Wraparound projects or trainings as determined by COUNTY. Moved to Parent Partner Training. Stricken only to keep numbering in place.~~

~~11.4.5~~14.2.2.4 Collect ~~Wraparound~~Wrap OC survey information data.

Qualifications

~~11.4.6~~14.2.2.5 Bachelor's degree in a ~~Human Services~~human services, or related field. from an accredited college or university is preferred;

14.2.2.6 ~~—Good~~Excellent communication skills~~—and computer proficiency;~~

~~11.4.7~~14.2.2.7 Proficiency in Microsoft Word and Excel;

14.2.2.8 ~~—~~Proficiency in English;

~~11.4.8~~14.2.2.9 Bilingual~~—English/Spanish,~~ based on community language need is preferred; and

~~11.4.9~~14.2.2.10 Ability to complete all required forms.

~~11.5~~14.2.3 Resource Specialist

Duties

~~11.5.1~~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.

~~11.5.2~~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.

~~11.5.3~~14.2.3.3 Periodically verify service information

1 with community-based organizations and resource providers.

2 ~~11.5.4~~14.2.3.4 Assist ~~Wraparound~~Wrap OC Provider
3 Agency(ies) to access resource services.

4 ~~11.5.5~~ ~~Collect data related to information and~~
5 ~~referral database.~~

6 14.2.3.5 Coordinate an annual resource fair for Wrap
7 OC staff.

8 Qualifications

9 14.2.3.6 ~~Good~~Excellent communication skills ~~and~~
10 ~~computer proficiency;~~

11 ~~11.5.6~~14.2.3.7 Proficiency in Microsoft Word and Excel,
12 and Internet searching;

13 14.2.3.8 Proficiency in English;

14 ~~11.5.7~~14.2.3.9 Bilingual ~~English/Spanish,~~ based on
15 community language need is preferred;

16 ~~11.5.8~~ ~~Experience working with children with special~~
17 ~~needs; and~~

18 ~~11.5.9~~14.2.3.10 Knowledge of community resources.

19 ~~11.6~~14.2.4 Executive Director

20 Duties

21 ~~11.6.1~~14.2.4.1 Assist in the development, supervision,
22 and coordination of ~~Wraparound~~Wrap OC Support Services program; personnel
23 policies and procedures; and the administrative systems, budgets, policies,
24 and procedures which implement the overall agency policies ~~for CONTRACTOR~~
25 ~~established by the Board of Directors.~~

26 ~~11.6.2~~14.2.4.2 Appoint and terminate contracted staff as
27 needed.

28 ~~11.6.3~~14.2.4.3 Serve as liaison to the community in

1 representing ~~Wraparound~~Wrap OC Support Services programs and services, as
 2 needed.

3 ~~11.6.4~~14.2.4.4 Serve as liaison to CONTRACTOR'S Board of
 4 Directors in representing programs and services, as needed.

5 14.2.4.5 Act as CONTRACTOR's liaison with WOG.

6 ~~11.6.5~~14.2.4.6 ~~Conduct regular meetings~~Meet weekly with
 7 ~~contracted~~CONTRACTOR'S Wrap OC administrative staff ~~to share information~~
 8 ~~regarding Wraparound OC issues~~ for ongoing supervision and support.

9 ~~11.6.6~~14.2.4.7 Provide a minimum of one (1) hour per week
 10 of individual supervision to contracted staff. Individual supervision shall
 11 include providing ongoing feedback and support regarding each
 12 ~~Trainer's~~employee's strengths, as well as areas requiring improvement.

13 Qualifications

14 ~~11.6.7~~14.2.4.8 Three (3) years of administrative
 15 experience in the development and delivery of a full range of mental health
 16 services; and

17 ~~11.6.8~~14.2.4.9 Three (3) years of experience in program
 18 development and supervision, personnel training and supervision, and
 19 administration, including a working knowledge of sound fiscal, accounting, and
 20 budgetary practices.

21 ~~_____~~ ~~///~~

22 ~~_____~~ ~~///~~

23 ~~11.7~~ ~~Accountant~~

24 14.2.5 Accounting Manager

25 Duties

26 ~~11.7.1~~ ~~_____~~ Responsible for the day-to-day accounting
 27 functions of the program-

28 ~~11.7.2~~ ~~_____~~ ~~Prepare and analyze~~ including tracking

1 budgets, submitting modifications, tracking progress, submitting monthly
 2 ~~financial~~ reports.

3 ~~11.7.3~~14.2.5.1 ~~Prepare monthly,~~ and compiling
 4 invoices for Wrap OC Support Services.

5 ~~11.7.4~~ ~~Administer and coordinate annual program~~
 6 ~~and organization wide audit.~~

7 ~~11.7.5~~ ~~Prepare program data reports as requested.~~

8 ~~11.7.6~~ ~~Supervise Wraparound OC Support Services~~
 9 ~~staff in Executive Director's absence.~~

10 Qualifications

11 ~~11.7.7~~14.2.5.2 ~~Associate of Arts~~Bachelor's degree
 12 in business ~~or~~, accounting, or related field, from an accredited college; ~~or~~
 13 university;

14 14.2.5.3 Five (5) years ~~related~~ of experience in
 15 accounting, finance, or related field;

16 14.2.5.4 Experience working with a nonprofit ~~or small~~
 17 ~~business~~; is preferred;

18 ~~11.7.8~~14.2.5.5 Proficiency in Microsoft Word and Excel,
 19 and accounting software such as Sage;

20 ~~11.7.9~~14.2.5.6 ~~Good~~Excellent communication skills
 21 ~~and computer proficiency with accounting office applications~~; and

22 ~~11.7.10~~14.2.5.7 Proficiency in English.

EXHIBIT B

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

FAMILY SUPPORT NETWORK

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

DEFINITIONS

1. DEFINITIONS

~~The parties agree to~~ CONTRACTOR shall be familiar with the following ~~terms and~~ definitions:

~~11.8.1~~ 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:

~~11.8.1.1~~ 1.1.1 Track Wrap OC data;

~~11.8.2~~ 1.1.2 Create Wrap OC reports;

~~11.8.3~~ 1.1.3 Enable more accurate monitoring of outcomes;

~~11.8.4~~ 1.1.4 Inform decision-making;

~~11.8.5~~ 1.1.5 Facilitate quality assurance; and

~~11.8.6~~ 1.1.6 Improve service delivery.

~~11.9~~ 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.

~~11.10~~ 1.3 Adolescents with Sexual Behavior Problems: Youth with

1 problematic sexual behavior which is not illegal but potentially harmful to
2 the youth such as compulsive masturbatory behavior.

3 ~~11-11~~1.4 Adoption Assistance Program (AAP): A federally subsidized
4 program that provides funds to encourage adoption of children with special
5 needs and removes the financial disincentives for families to adopt. Funds
6 are intended to benefit children in foster care by providing the security and
7 stability of a permanent home through adoption.

8 ~~11-12~~1.5 Assembly Bill (AB) 12: AB Chapter 559, Statutes of 2010,
9 amendment to section 17552 of the Family Code, provides transitional support
10 to qualifying youth until age twenty-one (21).

11 ~~11-13~~1.6 Assembly Bill 3632: See Educationally-Related Mental Health
12 Services.

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

17 ~~11-15~~1.8 CalWORKs: The acronym for the California Work Opportunity
18 and Responsibility to Kids Act of 1997 as described in Section 11200 et seq.,
19 of the California Welfare and Institutions Code (WIC).

20 ~~11-16~~1.9 Care Coordinator: Wrap OC Provider Agency staff who is
21 responsible for facilitating the Wrap OC Child and Family Team (Wrap CFT)
22 meetings and guiding the evolution of a Plan of Care (POC) that is family-
23 centered and effective in safely transitioning and/or maintaining the
24 Participant to the least-restrictive family setting with minimal reliance on
25 formal support systems.

26 ~~11-17~~1.10 Case Number: A unique alpha-numeric identifier established
27 by ADMINISTRATOR for each Participant.

28 ~~11-18~~1.11 Child and Family Team (CFT): A group of committed

1 individuals, including the Participant, that forms to address the needs of the
 2 Participant and ensures the family voice is heard, facilitates family
 3 ownership of the POC, and requires that every effort shall be made to ensure
 4 family members and family representative(s) constitute a minimum of fifty
 5 percent (50%) of the Family Team:

6 ~~11.18.1~~1.11.1 The CFT may include:

7 ~~11.18.1.1~~1.11.1.1 Participant's parent(s);

8 ~~11.18.1.2~~1.11.1.2 Selected family members;

9 ~~11.18.1.3~~1.11.1.3 Family representative(s);

10 ~~11.18.1.4~~1.11.1.4 Resource parent(s);

11 ~~11.18.1.5~~1.11.1.5 Guardian(s);

12 ~~11.18.1.6~~1.11.1.6 Adoptive parents; and

13 ~~11.18.1.7~~1.11.1.7 Friends or other support persons who
 14 are important to the Participant.

15 ~~11.18.2~~1.11.2 The CFT shall include the primary jurisdictional
 16 agency representative, including:

17 ~~11.18.2.1~~1.11.2.1 Senior Social Worker (SSW);

18 ~~11.18.2.2~~1.11.2.2 Deputy Probation Officer (DPO);

19 ~~11.18.2.3~~1.11.2.3 Mental Health (MH) Therapist and/or
 20 Case Manager;

21 ~~11.18.2.4~~1.11.2.4 Relevant counseling or mental health
 22 representatives; and

23 ~~11.18.2.5~~1.11.2.5 Any other person(s) influential in
 24 the Participant's and/or Participant's family's lives who may be instrumental
 25 in supporting the Participant and/or the Participant's family.

26 ~~11.19~~1.12 CFT Member: Individuals designated by the Participant
 27 and/or Participant's family, who maintain ongoing, regular contact with the
 28 Participant and Participant's family, and exhibit the ability to access needed

1 resources. CFT Members are the critical decision-makers and attend CFT
2 meetings. Members may include:

3 ~~11.19.1~~1.12.1 Care Coordinator;

4 ~~11.19.2~~1.12.2 Parent Partner;

5 ~~11.19.3~~1.12.3 Youth Partner;

6 ~~11.19.4~~1.12.4 Wraparound Supervisor, as needed or invited;

7 ~~11.19.5~~1.12.5 Any traditional or non-traditional support
8 system(s);

9 ~~11.19.6~~1.12.6 Significant other(s);

10 ~~11.19.7~~1.12.7 Professional supports; and

11 ~~11.19.8~~1.12.8 Natural supports.

12 ~~11.20~~1.13 Child Out-of-Home Report (COR): Information reported to the
13 Wrap OC liaisons when Participants are out-of-home overnight or more than
14 twenty-four (24) hours for reasons such as: absent-without-leave (AWOL),
15 hospitalization, placement in a residential facility (including placement in a
16 residential facility for educational needs), protective custody for
17 dependents, or custody violations for wards.

18 ~~11.21~~1.14 Child Welfare Services Redesign Supportive Services
19 (CWSRSS): See Provider Network Program.

20 ~~11.22~~1.15 Children and Family Services (CFS): One (1) of four (4)
21 divisions of SSA. CFS provides services to children and families who are
22 involved with, or at risk of involvement with, the child welfare system. The
23 Participants' assigned SSWs are CFS employees.

24 ~~11.23~~1.16 Children with Sexual Behavior Problems: Children ages twelve
25 (12) years and younger who demonstrate developmentally inappropriate or
26 aggressive sexual behavior.

27 ~~11.24~~1.17 Community-Based Services: Formal and informal services
28 available to children/youth and families in the communities where they live,

1 provided primarily by staff from non-governmental, community-based agencies.

2 ~~11.25~~1.18 Concluded: The term used to signify the closure of a Wrap
3 OC case and/or that the Participant's participation in Wrap OC has concluded.

4 ~~11.26~~1.19 Congregate Care: A placement for children/youth that
5 includes twenty-four (24)-hour supervision in a highly-structured setting or
6 institution.

7 ~~11.27~~1.20 Contiguous County: A California county that shares a border
8 with Orange County (i.e., Los Angeles, Riverside, San Bernardino and San Diego
9 Counties).

10 ~~11.28~~1.21 Cost of Doing Business (CODB): Expenses incurred as a
11 routine part of conducting business and common to all providers engaged in
12 providing similar services.

13 ~~11.29~~1.22 Crisis: A period of time when a Participant's emotional
14 and/or functioning stability and/or current living situation is in jeopardy,
15 possibly because of a breakdown in the Participant or Participant's family's
16 ability to effectively and appropriately cope with a situation. A crisis
17 might also include situations when Wrap OC Provider Agency staff determine
18 that the Participant and/or the Participant's family requires immediate
19 assistance, even though protective, physical control, and/or evaluation or
20 safety-assessment measures do not appear to be necessary. Crisis services
21 shall not be designed to provide a response to emergency situations. Examples
22 of a crisis might include:

23 ~~11.29.1~~1.22.1 A Participant who refuses to take his/her
24 prescribed medication; refuses to attend or remain in school; or is agitated
25 and/or threatening, and/or may be at risk of losing his/her placement; or

26 ~~11.29.2~~1.22.2 A Participant's parent(s)/caregiver(s) who might
27 have just finished managing one of the aforementioned crises and who might be
28 in need of assistance with addressing their own emotional stability.

1 ~~11.30~~1.23 Crisis Assessment Team (CAT): A team that provides twenty-
2 four (24)-hour mobile response services to any adult or youth experiencing a
3 behavioral health crisis. Calls to provide crisis intervention to individuals
4 living with mental health issues may come from law enforcement officers in the
5 field, ADMINISTRATOR staff, and concerned family members. CAT conducts risk
6 assessments, initiates involuntary hospitalizations when necessary, provides
7 resources and linkage, and conducts follow-up contacts for individuals
8 assessed.

9 ~~11.31~~1.24 Crisis Plan: A written plan developed by a Provider Network
10 Program Agency with the Participant, whenever possible, and the Participant's
11 family to identify steps designed to prevent and/or deescalate a crisis; or,
12 in the event additional interventions are necessary, to provide information to
13 the Participant and/or the Participant's family to enable them to obtain
14 appropriate supportive services in the community.

15 ~~11.32~~1.25 Cultural Competency: A responsive awareness and acceptance
16 of cultural differences, an awareness of one's own cultural values; an
17 understanding of the "dynamics of difference" in the helping process; a basic
18 knowledge about each Participant and Participant's family's culture and the
19 ability to adapt practice skills to fit the cultural needs of the children,
20 youth and families.

21 ~~11.33~~1.26 Culturally Responsive: To display a general knowledge of
22 cultural values and mores of individuals from diverse ethnic groups and the
23 ability to adapt practice accordingly. A willingness and ability to recognize
24 and interact responsively, respectfully, and effectively with people from
25 diverse cultures, classes, races, ethnic groups, and religious backgrounds in
26 a manner that recognizes, respects, affirms, and values the worth of
27 individuals, families, and communities as well as protects the dignity of each
28 person.

1 ~~11.34~~1.27 Dependent: A child/youth who is under the jurisdiction of
 2 the Orange County Juvenile Court as a result of abuse and/or neglect, and who
 3 is under the supervision of SSA.

4 ~~11.35~~1.28 Diagnosis: The nature of the Participant's medical disorder
 5 and/or, as it more generally applies to Wrap OC, the Participant's mental
 6 health disorder, per the most current edition of the Diagnostic and
 7 Statistical Manual of Mental Disorders (DSM) published by the American
 8 Psychiatric Association.

9 ~~11.36~~1.29 Early and Periodic Screening, Diagnosis, and Treatment
 10 Program (EPSDT): Federal Medicaid (known in the State of California as Medi-
 11 Cal) law that permits a state to cover specific services necessary to address,
 12 correct and/or ameliorate a mental illness, even if the service is not
 13 otherwise included in the state's Medi-Cal Plan. EPSDT covers eligible
 14 persons age twenty-one (21) years and younger.

15 ~~11.37~~1.30 Educationally-Related Mental Health Services: Formerly
 16 known as AB 3632; also known as Chapter 26.5; currently known as AB 114. Also
 17 referred to as Educationally-Required Mental Health Services or Educationally-
 18 Related Behavioral Services. The Individuals with Disabilities Education Act
 19 (IDEA) requires that schools provide the services necessary for a child/youth
 20 to benefit from/access his/her education. It also establishes procedures
 21 governing referrals of pupils to community mental health services and the
 22 responsibilities of those entities. Services might include, but not be
 23 limited to, the following:

24 ~~11.37.1~~1.30.1 Assessment and interpretation of mental health
 25 needs with integration of information in service planning;

26 ~~11.37.2~~1.30.2 Consultation with the student, family and staff
 27 to develop an appropriate program;

28 ~~11.37.3~~1.30.3 Individual, group, family and/or parent

1 counseling provided by qualified social workers, psychologists, guidance
 2 counselors or other qualified personnel, including therapeutic counseling when
 3 required;

4 ~~11.37.4~~1.30.4 Teaching education rights' holders the skills to
 5 enable them to support implementation of a youth's Individualized Education
 6 Plan (IEP);

7 ~~11.37.5~~1.30.5 Positive behavior intervention, including 1:1
 8 behavioral aides;

9 ~~11.37.6~~1.30.6 Assessment for and administration and management
 10 of medications; and

11 ~~11.37.7~~1.30.7 Residential placement.

12 ~~11.38~~1.31 Eligible Child/Youth/NMD: Child/youth/Non-Minor Dependents
 13 (NMD) who meet the following criteria:

14 ~~11.38.1~~1.31.1 Ages birth to eighteen (0-18) years;

15 ~~11.38.2~~1.31.2 Adjudicated as either a dependent or ward of the
 16 juvenile court pursuant to WIC Sections 300 or 602;

17 ~~11.38.3~~1.31.3 NMD pursuant to WIC Section 11400(v), which is a
 18 foster child who has attained the age of eighteen (18) years while in foster
 19 care and is younger than twenty-one (21) years;

20 ~~11.38.4~~1.31.4 Have an approved or potential place to reside in
 21 the community with a parent/guardian, relative caregiver, non-related extended
 22 family member (NREFM) or resource parent (formerly known as foster parent) who
 23 has agreed to participate in Wrap OC; or

24 ~~11.38.5~~1.31.5 At risk of or placed in congregate care that is
 25 licensed by California Department of Social Services (CDSS), formerly at a
 26 Rate Classification Level (RCL) of ten to sixteen (10-16) or higher, and that
 27 focuses on care for children/youth/NMD who:

28 ~~11.38.5.1~~1.31.5.1 Exhibit significant emotional and/or

1 behavioral disturbance:

2 ~~11.38.5.2~~1.31.5.2 Require highly structured
3 environments;

4 ~~11.38.5.3~~1.31.5.3 Require specialized treatment;

5 ~~11.38.5.4~~1.31.5.4 Exhibit behavior including, but not
6 limited to, one or more of the following behaviors: frequent running
7 away/AWOL, gang involvement, tagging, property destruction, self-harming,
8 possession of deadly weapons, adjudicated sex offenders, possession of alcohol
9 and drugs for use or sales, juvenile perpetrator, substance abuse disorder,
10 fire starter, sexualized behavior, sexual exploitation, multiple placements,
11 minor criminal behavior, oppositional defiant behavior, aggression, assaultive
12 toward others, educational deficiencies, habitual school truancy and/or other
13 school-related behavior problems, post-traumatic stress, behaviors beyond the
14 control of parent(s) and/or primary caregiver(s), recognized mild
15 developmental disorder, significant mental health disorders, one (1) or more
16 hospitalizations in a mental health facility, or child/youth/NMD has
17 previously received other intensified services. In addition, child/youth/NMD
18 may have been raised in families with multi-generational criminal justice
19 involvement, social services involvement, and/or mental health disorders.

20 ~~11.39~~1.32 Emergency: A period of time when a Participant's immediate
21 situation is physically threatening and medical, protective (Child Abuse
22 Registry), law enforcement (police), and/or psychiatric evaluation measures
23 are required. Such emergencies would include situations in which the
24 Participant or the Participant's family member(s) become physically
25 aggressive, suicidal, and/or report aggressive command hallucinations, etc.

26 ~~11.40~~1.33 Emergency CFT Meeting: May be held to address Participant's
27 safety issues and placement concerns but must occur within twenty-four (24)
28 hours of the incident that triggers the need for the meeting and/or change of

1 circumstances.

2 ~~11.41~~1.34 Emergency Fund: Funds reserved to deal with any
3 unanticipated emergencies experienced by individual Participants and/or
4 Participants' families.

5 ~~11.42~~1.35 Emergency Response (ER): A program in CFS in which social
6 workers respond to Child Abuse Registry (CAR) referrals that are determined to
7 meet the legal definition for suspected child abuse and/or neglect. ER social
8 workers investigate allegations of child maltreatment, assess risk and child
9 safety, and determine whether preventative services or protective custody
10 interventions are required.

11 ~~11.43~~1.36 Enrollment Date: The date a child/youth/NMD is enrolled in
12 a Wrap OC referral SB 163 slot.

13 ~~11.44~~1.37 Extended Foster Care (EFC) Program: Under the provision of
14 AB 12, this program allows foster youth to remain in foster care and continue
15 to receive foster care payment benefits (AFDC-FC payments) and services beyond
16 age eighteen (18), as long as the foster youth meets all of the following
17 requirements:

18 ~~11.44.1~~1.37.1 Meeting one (1) of five (5) participation
19 requirements;

20 ~~11.44.2~~1.37.2 Living in an approved or licensed home or
21 facility; and

22 ~~11.44.3~~1.37.3 Meeting other eligibility requirements.

23 ~~11.45~~1.38 Family(ies): Participant's parent(s), siblings and other
24 relatives related to the Participant by blood, marriage, or non-relative
25 extended family connection. Families include the adult(s) committed to a
26 Participant and/or able to meet the Participant's needs. In most cases, the
27 family will be the Participant's birth family or kin. In some cases, it might
28 include a step-parent or blended family that has a significant healthy

1 attachment. In other cases, it will be an adoptive family or a foster
2 resource family with the potential to become a permanent family for the
3 Participant. In rare circumstances, a family must be developed. In most
4 cases, the Participant will be able to identify the family that has a
5 commitment to the Participant or that has the potential to develop a
6 commitment. This may include extended family or others who are seen by the
7 Participant as significant and supportive.

8 ~~11.46~~1.39 Family-Centered: The needs of children addressed in the
9 context of their families. Parent(s) or primary caregiver(s) will participate
10 in all aspects of the development and implementation of the POC, support, and
11 services, to the degree they are able and to the extent permitted by any
12 outstanding orders of the court.

13 ~~11.47~~1.40 Family Maintenance Collaborative Services (FMCS): A
14 voluntary CFS program for time-limited preventative services designed to:
15 stabilize and maintain non-dependent children, who have been determined to be
16 at high-risk of child abuse or neglect, in their homes/families; promote child
17 safety; link families to community-based resources; and reduce the need for
18 protective custody.

19 ~~11.48~~1.41 Family Representative: Anyone who has a meaningful
20 connection with the Participant and is seen by the Participant as significant
21 and supportive. A family representative may include family member(s),
22 relative(s), neighbor(s), or others who are involved with and important to the
23 Participant, such as a football coach or school teacher.

24 ~~11.49~~1.42 Family Review Process: The method of ensuring a system of
25 care support, quality assurance, and continuous system improvement that
26 provides family collaboration, facilitates quality assurance and continuous
27 system improvement, involves periodic reviews and monitoring of individual
28 POCs and outcomes, provides systemic support at both the Participant and

Participant's family's level and the system-practice level. This includes consultation between the Wrap OC Provider Agency and WRIT or its designee.

~~11.50~~1.43 Family Setting: A living arrangement, which includes or will include the Participant and one or more relatives or caregivers, who are willing to participate in a strength-based process and willing to work toward permanency. This might include parents, relative placements, NREFM placements, guardianships, resource families, or adoptive parents.

~~11.51~~1.44 Flex Funds: Term used to identify the flexible use of State and County foster care funds and AAP funds needed to:

~~11.51.1~~1.44.1 Facilitate family self-sufficiency;

~~11.51.2~~1.44.2 Assist the family in meeting their basic needs to enable the Participant to remain with or be transitioned to their respective families or family-like settings;

~~11.51.3~~1.44.3 Aid the Participant and/or Participant's family members in developing and implementing more appropriate coping skills and behavior; and

~~11.51.4~~1.44.4 Enable funding to be used for individualized, intensive Wrap OC interventions and services, which include the creative use of funding to enable Participants to remain safely in the least-restrictive setting, ideally with their respective families or in family-like settings.

~~11.52~~1.45 Formal Supports: System-based services and supports provided by professionals (or other individuals who are paid to care) that include a structure of requirements for which there is oversight by state or federal agencies, national professional associations, and/or the general public.

~~11.53~~1.46 Health Care Agency (HCA): County of Orange Agency authorized by the State of California Medi-Cal Program to provide services, submit claims, and receive payments for Medi-Cal reimbursable activities.

1 ~~11.54~~1.47 Individual Service Report (ISR): A flex fund expenditure
2 report, generated monthly by each Wrap OC Provider Agency, that identifies
3 Youth Partner, Parent Partner, Care Coordinator, and all other case-specific
4 Wrap OC costs incurred each month.

5 ~~11.55~~1.48 Individualized Services: Services tailored to the specific,
6 unique needs of the Participant and/or Participant's family; incorporating a
7 flexible, creative approach to treatment planning based on an assessment of
8 needs, resources, and family strengths; and including the use of formal and
9 informal supports and services.

10 ~~11.56~~1.49 Informal Supports: Community-based services and supports
11 provided by individuals and/or organizations that exist or can be developed in
12 the Participant/Participant's family's community, kinship, social and/or
13 spiritual networks. Interventions and/or activities that utilize friends,
14 extended family members, clergy and/or other faith-based mentors, neighbors,
15 educators, coaches, local business persons, other persons who are not paid to
16 care, and so forth.

17 ~~11.57~~1.50 In-Home Safety Aide (IHSA): Provider Network Program Agency
18 paraprofessional staff who provides direct behaviorally-based, in-home
19 parental aid, and in-home monitoring services to Participants and
20 Participants' parent/caregiver(s).

21 ~~11.58~~1.51 Intake Referral: A completed referral form, with all
22 supporting documentation, initialed by a SSW, DPO, or MH Therapist/Case
23 Manager to enroll a child/youth/NMD in Wrap OC.

24 ~~11.59~~1.52 Licensed Therapist: A mental health care professional who
25 is licensed as a Licensed Clinical Social Worker (LCSW), Marriage and Family
26 Therapist (MFT), or Psychologist Ph.D.

27 ~~11.60~~1.53 Life Area: Areas of basic human needs including: Family
28 Relationships; Living Environment; Educational; Vocational/Work;

1 Social/Recreational; Financial; Cultural; Emotional/Psychological;
2 Medical/Health; Spiritual; Safety; and Legal. At its sole discretion,
3 ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or
4 modify the identified life areas.

5 ~~11.61~~1.54 Linkages: Relationships between CONTRACTOR and services in
6 the community to the benefit of Participants and Participants' families.

7 ~~11.62~~1.55 Medical Home: A team-based health care delivery model of
8 primary care to patients with a goal to obtain maximal health outcomes. Also
9 known as the Patient-Centered Medical Home (PCMH) and typically is a Primary
10 Care Physician, Pediatrician, or Group.

11 ~~11.63~~1.56 Multi-Disciplinary Consultation Team (MDCT): A team
12 collaboration including representatives from SSA and HCA, and may include
13 representatives from Probation and/or Orange County Department of Education.
14 MDCT serves as a resource to assist families with non-dependent children/youth
15 who are at-risk for maltreatment. It is designed to reduce the need for
16 protective custody and out-of-home placement, and to stabilize and strengthen
17 the family through a coordination of available community-based resources and
18 services.

19 ~~11.64~~1.57 Non-Minor Dependent (NMD): A foster child who has attained
20 the age of eighteen (18) years while in foster care and is younger than
21 twenty-one (21) years, pursuant to WIC Section 11400(v). The NMD must meet at
22 least one (1) of the AB 12 participation requirements and must participate in
23 a Transitional Independent Living Plan (TILP) under the support of SSA.

24 ~~11.65~~1.58 Out-of-County: Any California county other than Orange
25 County. May also be extended to include out-of-state as deemed necessary.

26 ~~11.66~~1.59 Parent Partner: Wrap OC Provider Agency staff who provides
27 support to the Family Team, and the Participant's parent(s)/caregiver(s) in
28 particular. The Parent Partner shall have personal experience (ideally as a

parent) with services provided through the COUNTY's Child Welfare Services, Probation, or Mental Health System for a minor child(ren) or person(s) who may be emotionally/behaviorally disturbed.

~~11.67~~1.60 Participant: A child/youth/NMD who meets the criteria for an Eligible Child as defined in this Exhibit B and has been accepted into a Pre-Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.

~~11.68~~1.61 Plan Of Care (POC): A written plan, which might also include items to help the Participant and/or the Participant's family comply with any orders of the Juvenile Court (dependency and/or Probation), and developed and signed by the Family Team. POC shall include the following elements:

~~11.68.1~~1.61.1 Participant and Participant's family's statement of overall goal(s) or vision;

~~11.68.2~~1.61.2 Strengths of the Participant and Participant's family member(s);

~~11.68.3~~1.61.3 Needs, as defined by specific life areas that must be met to achieve the goal(s) of the Participant and Participant's family;

~~11.68.4~~1.61.4 Proactive and reactive Safety Plans;

~~11.68.5~~1.61.5 Type, frequency, and duration of intervention strategies and activities;

~~11.68.6~~1.61.6 Identification of financial responsibility for all POC components; and

~~11.68.7~~1.61.7 Desired outcomes of Wrap OC.

~~11.69~~1.62 Pre-Enrollment Date: The date the Participant is assigned to a Wrap OC Provider Agency to begin Wrap OC Program, but prior to the enrollment date.

~~11.70~~1.63 Provider Network Program (PNP): A network of agencies

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

5 ~~11.71~~1.64 Post-Enrollment Date: The date the Participant is removed
6 from an Enrolled Wrap OC referral slot. Participant and Participant's family
7 may continue to be involved in Wrap OC with the Wrap OC Provider Agency for
8 the duration of the POC in effect, up to three (3) months, after which the
9 Participant will conclude from Wrap OC. The length of the post-enrollment
10 period is set in the Participant's POC and must be approved by a Wrap OC
11 liaison (or designee).

12 ~~11.72~~1.65 Quality Assurance (QA): The methods, including the use of
13 interdisciplinary teams, established by ADMINISTRATOR to review processes,
14 performance, and outcome measures, and identify opportunities for improvement.

15 ~~11.73~~1.66 Rate Classification Level (RCL): Formerly the level
16 established by CDSS for a residential treatment or group home using a point
17 system to measure the level or intensity of care and supervision required and
18 provided. Points were based on the number of hours per child, per month, of
19 services provided in Child Care and Supervision, Social Work Activities, and
20 Mental Health Treatment Services.

21 ~~11.74~~1.67 Referral Slot: An allotted place in Wrap OC Program that
22 includes an alpha-numeric identifier, which identifies the referring Agency
23 and funding status of a case, and is assigned to each Participant.

24 ~~11.75~~1.68 Senate Bill (SB) 163: A bill that allows counties the
25 flexible use of State foster care dollars designed to provide eligible
26 children with family-based service alternatives to group home care and also
27 known as Wraparound Services project; uses Wraparound as the process for
28 creating individualized services and supports for Participants and their

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

4 ~~11.76~~1.69 Safety Plan: A plan developed by the Wrap CFT, which
5 includes the Participant and the Participant's family and/or caregiver(s), in
6 conjunction with the POC. The Safety Plan provides the Participant and
7 Participant's family with actions, contacts, responses, and responsibilities
8 to respond to crises, which a child/youth/NMD or family can reasonably
9 predict, while in Wrap OC. It also plans for Participants with histories of
10 violence, sexual acting out, delinquency, and family members with histories of
11 substance abuse and/or other problems. The Safety Plan shall address
12 specific, identified behavioral issues and triggers to ensure these
13 behaviors/triggers are mitigated and/or controlled. It also shall inform the
14 Participant's family, all Wrap CFT members and all Wrap OC service providers,
15 as appropriate, of these plans to ensure they are aware of and knowledgeable
16 about how to implement the crisis management strategy and how to contact the
17 Wrap OC Provider Agency.

18 ~~11.77~~1.70 Satisfaction Surveys: Surveys that measure Participant's,
19 Participant's families, and the referring Wrap OC Provider Agency's overall
20 satisfaction with Wrap OC and its specific aspects in order to recognize
21 strengths, and identify problems and opportunities for improvement.

22 ~~11.78~~1.71 Self-Sufficiency: The ability to secure the services and
23 supports each Participant and Participant's family needs to meet the needs of
24 the family and its individual members, without continued assistance of Wrap
25 OC.

26 ~~11.79~~1.72 Special Incident: A significant event in Participant's
27 life. Events may include, but are not limited to: Participant or
28 Participant's family member's serious injury or death, occurrence of

1 child/youth/NMD or dependent adult or elder maltreatment, hospitalization,
2 delinquent acts, violence, property damage, Absent Without Leave
3 (AWOL)/runaway episodes, illegal activity, and involvement with law
4 enforcement.

5 ~~11.80~~1.73 Short-Term Residential Therapeutic Program (STRTP): A
6 residential facility operated by a public agency or private organization and
7 licensed by CDSS pursuant to Section 1562.01 that provides an integrated
8 program of specialized and intensive care and supervision, services and
9 supports, treatment, and short-term 24-hour care and supervision to children
10 with the aim of moving the youth to a less restrictive environment within six
11 months. The care and supervision provided by a short-term residential
12 therapeutic program shall be nonmedical, except as otherwise permitted by law.
13 Private short-term residential therapeutic programs shall be organized and
14 operated on a nonprofit basis.

15 ~~11.81~~1.74 Success: The measures that determine the overall impact of
16 Wrap OC involvement with the Participant and the Participant's family at the
17 time of closure. Measures may include, but are not limited to: Participant's
18 increased school attendance, Participant's improved academics, Participant
19 residing in a family setting, decreased problematic behaviors, increased use
20 of appropriate coping skills by the Participant and/or the Participant's
21 family, and increased perception of met needs by the Participant and/or the
22 Participant's family.

23 ~~11.82~~1.75 Supervised Independent Living Placement (SILP): The type of
24 foster care placement for young adults who are developmentally ready to live
25 in a less-restrictive environment that is intended to provide an opportunity
26 for independent living experiences while receiving a safety net of support and
27 services.

28 ~~11.83~~1.76 Technical Assistance Meeting: A structured meeting with

1 WRIT, the referring party, and the Wrap OC Provider Agency that is requested
2 when a Wrap OC Team has reached a challenge in the Wrap OC process with a
3 particular family. The meeting is facilitated by WRIT and is designed to
4 provide support and assistance in moving the Wrap OC team, including the
5 Participant and the Participant's family, forward. It shall be attended by
6 the referring party and his or her supervisor, the Wrap OC Team's Care
7 Coordinator, Parent Partner, Youth Partner, Supervisor, and members of WRIT.

8 ~~11.84~~1.77 Trauma-Informed Practice: A strengths-based framework
9 grounded in an understanding of and responsiveness to the impact of trauma,
10 that emphasizes physical, psychological, and emotional safety for both
11 survivors (Participants and Participants' families) and providers, and that
12 creates opportunities for survivors/~~Participants and Participants'~~ and their
13 families to rebuild a sense of control and empowerment. Professionals who
14 provide trauma-informed care and practice to children/youth and families
15 involved with the child welfare system and/or the probation system, must
16 understand the impact of trauma on child development and learn how to
17 effectively minimize its effects without causing additional trauma.

18 ~~11.85~~1.78 Treatment Foster Care Oregon - Orange County (TFCO-OC): An
19 evidence-based treatment model used to serve youth who exhibit high needs by
20 providing an alternative to congregate care for youth who meet the following
21 requirements: eligible for Wrap OC, have an identified family with whom to
22 live following the Participant's involvement in TFCO-OC. TFCO-OC includes the
23 use of treatment foster homes, which are located in the community, and a
24 clinical team to help stabilize the TFCO-OC Participant's behavior. It also
25 prepares the Participant's after-care family to receive the Participant into
26 their home, typically within six to twelve (6-12) months.

27 ~~11.86~~1.79 TFCO-OC Youth Partner: Wrap OC Provider Agency staff who
28 provide consistent, reinforcing support to Participants in TFCO-OC by helping

1 Participants learn, practice, and demonstrate pro-social behavior, problem-
2 solving, and appropriate coping skills.

3 ~~11.87~~1.80 Tutor: PNP Agency staff with demonstrated proficiency in
4 the subject matter assigned, who assists students with queries and
5 difficulties relating to the subject matter, and who has received additional
6 training in tutoring children with emotional and behavioral problems.

7 ~~11.88~~1.81 Tutoring: One-to-one instruction and academic coaching in
8 one (1) or more academic subject(s).

9 ~~11.89~~1.82 Ward(s): A person who is under the age of eighteen (18)
10 years, when he or she violates any law which is defined as a crime of the
11 State of California and is within the jurisdiction of the Juvenile Court,
12 which may adjudge such person to be a ward of the court and may place the
13 person under supervision by the Probation Department, pursuant to WIC Section
14 602.

15 ~~11.90~~1.83 Wraparound Fidelity Index (WFI): The survey process that
16 measures eleven (11) elements of the Wrap OC process for Wrap OC
17 Participant(s), Participant's primary caregiver, Parent Partner, Youth Partner
18 and Care Coordinator. The process is completed through brief, confidential
19 telephone interviews with families who agree to participate, and it is
20 administered by a neutral third party.

21 ~~11.91~~1.84 Wraparound Orange County (Wrap OC): A program authorized by
22 SB 163 that allows the flexible use of State foster care dollars to provide
23 eligible children/youth with family-based service alternatives to congregate
24 care. It is administered by SSA in partnership with HCA and Probation, and it
25 provides a collaborative, highly-individualized process for creating specific,
26 unique resources and services to engage Participants and their families. It
27 is designed to maximize the capacity of each family to meet the child/youth's
28 needs and to prevent or reduce the need for residential placement.

1 ~~11.92.1~~1.85 Wrap OC Child and Family Team (Wrap CFT): Group that forms
 2 to meet the needs of an eligible child/youth/NMD through whatever means
 3 possible. In order to ensure family voice and ownership in the POC, every
 4 effort shall be made to ensure family members and family representative(s)
 5 constitute a minimum of fifty percent (50%) of the Wrap CFT. This team
 6 includes the Participant and:

7 ~~11.92.1~~1.85.1 Participant's parent(s) and/or selected family
 8 members, family representative, resource parent or guardian;

9 ~~11.92.2~~1.85.2 The appropriate representative of the primary
 10 jurisdictional agency (SSW, DPO, MH Clinician, etc.);

11 ~~11.92.3~~1.85.3 Relevant counseling or mental health
 12 representatives; and

13 ~~11.92.4~~1.85.4 Any other person(s) influential in the
 14 Participant's and/or Participant's family's lives who may be instrumental in
 15 developing effective services and/or whomever the Participant's family wants
 16 to participate.

17 ~~11.93~~1.86 Wrap CFT Member: Participant, Participant's Family, Care
 18 Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional
 19 or non-traditional support system, significant other, professional, or natural
 20 support designated by the Participant and/or Participant's Family. Wrap CFT
 21 members are the critical decision-makers, attend Wrap CFT meetings, have
 22 regular contact with the Participant and Participant's Family, and are able to
 23 access needed resources.

24 ~~11.94~~1.87 Wrap OC ~~Plan~~Model: The ~~plan~~Wrap OC model, which was
 25 approved by the County of Orange Board of Supervisors and the CDSS, ~~which~~
 26 details the COUNTY's plan to use Wraparound funding to provide eligible
 27 children/youth with family based service alternatives to congregate care. The
 28 Wrap OC model utilizes a combination of funding from both child welfare

1 services and Medi-Cal funds approved by HCA, as the County's Mental Health
2 provider. Child welfare services funding enables Wrap OC to provide more
3 strength-based, flexible services and supports to Participants and their
4 families; whereas Medi-Cal funding, by definition, is more deficit-based and
5 requires extensive documentation to ensure services meet medical necessity,
6 all Medi-Cal guidelines, and claiming requirements.

7 11.951.88 Wrap OC Provider Agency: A community-based organization
8 under contract with COUNTY to implement Wrap OC to a specific number of
9 Participants and their respective families, including siblings and
10 parent(s)/caregiver(s).

11 11.961.89 Wraparound Oversight Group (WOG): A group that includes the
12 Executive Director or Deputy Director-level representatives from SSA/CFS,
13 HCA/Behavioral Health Services, and Probation. WOG receives reports from
14 ADMINISTRATOR regarding program, fiscal, contract, evaluation, and training;
15 ensures collaboration between agencies; and develops policy recommendations in
16 keeping with Wraparound OC Plan, as approved by the County of Orange Board of
17 Supervisors. WOG directs the reinvestment of any cost savings that may accrue
18 as a result of Wrap OC.

19 11.971.90 Wraparound Review and Intake Team (WRIT): A group that
20 includes a parent representative and representatives from SSA/CFS,
21 HCA/Behavioral Health Services, Probation, CONTRACTOR, and Orange County
22 Department of Education. WRIT reviews eligibility for Wrap OC, establishes
23 the Wraparound rate per CDSS directives, and provides consultation to Wrap OC
24 Provider Agencies in the Family Review Process.

25 11.981.91 Youth Partner: Wrap OC Provider Agency staff that provides
26 consistent, reinforcing support to Participant. Youth Partner shall assist
27 Participant(s) in learning, practicing, and exhibiting pro-social behaviors,
28 problem solving, and appropriate coping skills; mentor youth by modeling pro-

1 social behavior, and encourage Participants to complete their Probation
2 requirements, as may be applicable.

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