

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY
PROVIDER NETWORK PROGRAM SERVICES

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

W I T N E S S E T H:

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

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

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

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

1 the State Mental Health System of Care; and

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

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

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

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1. TERM

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

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any

1 rights and/or privileges of COUNTY employees, and shall not be considered in
2 any manner to be COUNTY employees.

3 4. DESCRIPTION OF SERVICES AND STAFFING

4 4.1 CONTRACTOR agrees to provide those services, facilities,
5 equipment, and supplies, as described in the Exhibit(s) A through C to the
6 Agreement between County of Orange and _____, attached hereto and
7 incorporated herein by reference: Exhibit A (Wraparound Orange County (Wrap
8 OC) Provider Network Program (PNP) Services) which include general
9 requirements for all Service Components; Exhibit B (Wrap OC PNP Sexual
10 Behavior Treatment (SBT) Services); and Exhibit C (Wrap OC PNP Tutoring
11 Services).

12 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
13 may require changes in staffing allocations to reflect current workload
14 demands or service needs as long as COUNTY's maximum obligation, as set forth
15 in this Agreement, is not exceeded.

16 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
17 appropriate staff to attend an orientation session and subsequent training
18 sessions given by COUNTY.

19 5. LICENSES AND STANDARDS

20 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
21 required by the laws of the United States, State of California (hereinafter
22 referred to as "State"), County of Orange, and all other appropriate
23 governmental agencies to perform the services described in this Agreement, and
24 agrees to maintain these licenses and permits in effect for the duration of
25 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct
26 themselves in compliance with such laws and licensure requirements, including,
27 without limitation, compliance with laws applicable to sexual harassment and
28 ethical behavior.

1 5.2 In the performance of this Agreement, CONTRACTOR shall comply with
2 all applicable provisions of the California Welfare and Institution Code
3 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
4 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
5 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
6 31.2; and all applicable laws and regulations of the United States, State of
7 California, County of Orange, and County of Orange SSA, and all administrative
8 regulations, rules, and policies adopted thereunder, as each and all may now
9 exist or be hereafter amended.

10 5.2.1 For federally funded Agreements in the amount of \$25,000
11 or more, CONTRACTOR certifies that its officers and/or principals are not
12 debarred or suspended from federal financial assistance programs and/or
13 activities.

14 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

15 6.1 Delegation and Assignment

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

25 6.2 Subcontracts

26 CONTRACTOR shall not subcontract for services under this Agreement
27 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
28 in writing to a subcontract, in no event shall the subcontract alter, in any

1 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
2 be in writing and copies of same shall be provided to ADMINISTRATOR.
3 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
4 require.

5 7. FORM OF BUSINESS ORGANIZATION

6 7.1 Form of Business Organization

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

11 7.1.1 The form of CONTRACTOR's business organization, i.e.,
12 proprietorship, partnership, corporation, etc.

13 7.1.2 A detailed statement indicating the relationship of
14 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
15 individual.

16 7.1.3 A detailed statement indicating the relationship of
17 CONTRACTOR to any subsidiary business organization or to any individual who
18 may be providing services, supplies, material, or equipment to CONTRACTOR or
19 in any manner does business with CONTRACTOR under this Agreement.

20 7.2 Change in Form of Business Organization

21 If, during the term of this Agreement, the form of CONTRACTOR's
22 business organization changes, or the ownership of CONTRACTOR changes, or
23 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
24 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
25 writing, detailing such changes. A change in the form of business
26 organization may, at COUNTY's sole discretion, be treated as an attempted
27 assignment of rights or delegation of duties of this Agreement.

28 8. NON-DISCRIMINATION

1 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
2 shall not engage nor employ any unlawful discriminatory practices in the
3 admission of clients, provision of services or benefits, assignment of
4 accommodations, treatment, evaluation, employment of personnel, or in any
5 other respect, on the basis of race, religious creed, color, national origin,
6 ancestry, physical disability, mental disability, medical condition, genetic
7 information, marital status, sex, gender, gender identity, gender expression,
8 age, sexual orientation, military and veteran status, or any other protected
9 group, in accordance with the requirements of all applicable federal or State
10 laws.

11 8.2 CONTRACTOR shall furnish any and all information requested by
12 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
13 books, records, and accounts in order to ascertain CONTRACTOR's compliance
14 with Paragraph 8 et seq.

15 8.3 Non-Discrimination in Employment

16 8.3.1 CONTRACTOR shall comply with Executive Order 11246,
17 entitled "Equal Employment Opportunity," as amended by Executive Order 11375
18 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

19 8.3.2 All solicitations or advertisements for employees placed
20 by or on behalf of CONTRACTOR shall state that all qualified applicants will
21 receive consideration for employment without regard to race, religious creed,
22 color, national origin, ancestry, physical disability, mental disability,
23 medical condition, genetic information, marital status, sex, gender, gender
24 identity, gender expression, age, sexual orientation, military and veteran
25 status, or any other protected group, in accordance with the requirements of
26 all applicable federal or State laws. Notices describing the provisions of
27 the equal opportunity clause shall be posted in a conspicuous place for
28 employees and job applicants.

1 8.3.3 CONTRACTOR shall refer any and all employees desirous of
2 filing a formal discrimination complaint to:

3 California Department of Social Services

4 Public Inquiry and Response Bureau

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

6 Sacramento, CA 95814

7 Telephone: (800) 952-5253

8 (800) 952-8349 (For the hard of hearing)

9 8.4 Non-Discrimination in Service Delivery

10 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the
11 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
12 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
13 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
14 of the Americans with Disabilities Act of 1990, as amended; California Civil
15 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
16 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
17 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
18 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
19 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
20 and other applicable federal and State laws, as well as their implementing
21 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
22 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
23 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist
24 or be hereafter amended. CONTRACTOR shall not implement any administrative
25 methods or procedures which would have a discriminatory effect or which would
26 violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter
27 21-100. If there are any violations of this Paragraph, CDSS shall have the
28 right to invoke fiscal sanctions or other legal remedies in accordance with

1 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the
2 issue may be referred to the appropriate federal agency for further compliance
3 action and enforcement of Subparagraph 8.4 et seq.

4 8.4.2 CONTRACTOR shall provide any and all clients desirous of
5 filing a formal complaint any and all information as appropriate:

6 8.4.2.1 Pamphlet: "Your Rights Under California
7 Welfare Programs" (PUB 13)

8 8.4.2.2 Discrimination Complaint Form

9 8.4.2.3 Civil Rights Contacts:

10 County Civil Rights Contact:

11 Orange County Social Services Agency

12 Program Integrity

13 Attn: Civil Rights Coordinator

14 P.O. Box 22001

15 Santa Ana, CA 92702-2001

16 Telephone: (714) 438-8877

17 State Civil Rights Contact:

18 California Department of Social Services

19 Civil Rights Bureau

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

21 Sacramento, CA 94244-2430

22 Federal Civil Rights Contact:

23 U.S. Department of Health and Human Services

24 Office of Civil Rights

25 50 U.N. Plaza, Room 322

26 San Francisco, CA 94102

27 9. NOTICES

28 9.1 All notices, requests, claims, correspondence, reports, statements

1 authorized or required by this Agreement, and/or other communications shall be
2 addressed as follows:

3 COUNTY: County of Orange Social Services Agency
4 Contracts and Procurement Services
5 500 N. State College Blvd, Suite #100
6 Orange, CA 92868

7 CONTRACTOR: _____
8 _____
9 _____

10 9.2 All notices shall be deemed effective when in writing and
11 deposited in the United States mail, first class, postage prepaid and
12 addressed as above. Any communications, including notices, requests, claims,
13 correspondence, reports, and/or statements authorized or required by this
14 Agreement addressed in any other fashion shall be deemed not given. The
15 parties each may designate by written notice from time to time, in the manner
16 aforesaid, any change in the address to which notices must be sent.

17 10. NOTICE OF DELAYS

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

23 11. INDEMNIFICATION

24 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
25 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
26 State, COUNTY, and their elected and appointed officials, officers, employees,
27 agents, and those special districts and agencies which COUNTY's Board of
28 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from

1 any claims, demands, or liability of any kind or nature, including, but not
2 limited to, personal injury or property damage arising from or related to the
3 services, products, or other performance provided by CONTRACTOR pursuant to
4 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
5 court of competent jurisdiction because of the concurrent active negligence of
6 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
7 be apportioned as determined by the court. Neither party shall request a jury
8 apportionment.

9 12. INSURANCE

10 12.1 Prior to the provision of services under this Agreement,
11 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense,
12 including all endorsements required herein, necessary to satisfy COUNTY that
13 the insurance provisions of this Agreement have been complied with.
14 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
15 and endorsements on deposit with ADMINISTRATOR during the entire term of this
16 Agreement. In addition, all subcontractors performing work on behalf of
17 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the
18 same terms and conditions as set forth herein for CONTRACTOR.

19 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
20 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
21 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
22 to the same terms and conditions as set forth herein for CONTRACTOR.
23 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
24 than the level of coverage required by COUNTY from CONTRACTOR under this
25 Agreement. It is the obligation of CONTRACTOR to provide notice of the
26 insurance requirements to every subcontractor and to receive proof of
27 insurance prior to allowing any subcontractor to begin work. Such proof of
28 insurance must be maintained by CONTRACTOR through the entirety of this

1 Agreement for inspection by COUNTY representative(s) at any reasonable time.

2 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
3 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
4 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
5 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
6 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
7 addition to, and without limitation of, any other indemnity provision(s) in
8 the Agreement, agrees to all of the following:

9 12.3.1 In addition to the duty to indemnify and hold COUNTY
10 harmless against any and all liability, claim, demand or suit resulting from
11 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
12 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
13 counsel approved by Board of Supervisors against same; and

14 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
15 absolute and irrespective of any duty to indemnify or hold harmless; and

16 12.3.3 The provisions of California Civil Code Section 2860
17 shall apply to any and all actions to which the duty to defend stated above
18 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
19 CONTRACTOR was an insurer and COUNTY was the insured.

20 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
21 the full term of this Agreement, COUNTY may terminate this Agreement.

22 12.5 Qualified Insurer

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

1 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
 2 /VIII, the CEO/Office of Risk Management retains the right to approve or
 3 reject a carrier after a review of the company's performance and financial
 4 rating.

5 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
 6 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

19 12.8 Required Coverage Forms

20 12.8.1 Commercial General Liability coverage shall be written on
 21 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
 22 liability coverage at least as broad.

23 12.8.2 Business Auto Liability coverage shall be written on ISO
 24 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
 25 coverage at least as broad.

26 12.9 Required Endorsements

27 12.9.1 Commercial General Liability policy shall contain the
 28 following endorsements, which shall accompany the Certificate of Insurance:

1 12.9.1.1 An Additional Insured endorsement using ISO
2 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,
3 its elected and appointed officials, officers, agents and employees, as
4 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
5 BY WRITTEN CONTRACT.

6 12.9.1.2 A primary non-contributing endorsement using
7 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
8 CONTRACTOR's insurance is primary and any insurance or self-insurance
9 maintained by the County of Orange shall be excess and non-contributing.

10 12.9.2 The Network Security and Privacy Liability policy shall
11 contain the following endorsements which shall accompany the Certificate of
12 Insurance.

13 12.9.2.1 An Additional Insured endorsement naming the
14 County of Orange, its elected and appointed officials, officers, agents and
15 employees as Additional Insureds for its vicarious liability.

16 12.9.2.2 A primary and non-contributing endorsement
17 evidencing that the CONTRACTOR's insurance is primary and any insurance or
18 self-insurance maintained by the County of Orange shall be excess and non-
19 contributing.

20 12.10 The Workers' Compensation policy shall contain a waiver of
21 subrogation endorsement waiving all rights of subrogation against the County
22 of Orange, its elected and appointed officials, officers, agents and employees
23 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

24 12.11 All insurance policies required by this Agreement shall waive all
25 rights of subrogation against the County of Orange, its elected and appointed
26 officials, officers, agents and employees when acting within the scope of
27 their appointment or employment.

28 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days

1 of any policy cancellation and ten (10) days for non-payment of premium and
2 provide a copy of the cancellation notice to COUNTY. Failure to provide
3 written notice of cancellation may constitute a material breach of the
4 contract, upon which the COUNTY may suspend or terminate this Agreement.

5 12.13 If CONTRACTOR's Professional Liability, and/or Network Security &
6 Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to
7 maintain Professional Liability, and/or Network Security & Privacy Liability
8 coverage for two (2) years following completion of this Agreement.

9 12.14 The Commercial General Liability policy shall contain a
10 severability of interests clause also known as a "separation of insureds"
11 clause (standard in the ISO CG 0001 policy).

12 12.15 Insurance certificates should be mailed to COUNTY at the address
13 indicated in Paragraph 9 of this Agreement.

14 12.16 If CONTRACTOR fails to provide the insurance certificates and
15 endorsements within seven (7) days of notification by CEO/County Procurement
16 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

17 12.17 COUNTY expressly retains the right to require CONTRACTOR to
18 increase or decrease insurance of any of the above insurance types throughout
19 the term of this Agreement. Any increase or decrease in insurance will be as
20 deemed by County of Orange Risk Manager as appropriate to adequately protect
21 COUNTY.

22 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
23 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
24 certificates of insurance and endorsements with COUNTY incorporating such
25 changes within thirty (30) days of receipt of such notice, this Agreement may
26 be in breach without further notice to CONTRACTOR, and COUNTY shall be
27 entitled to all legal remedies.

28 12.19 The procuring of such required policy or policies of insurance

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

5 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

8 13.1 Any accident or incident relating to services performed under this
9 Agreement that involves injury or property damage which may result in the
10 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

11 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
12 from or relating to services performed by CONTRACTOR under this Agreement.

13 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
14 property.

15 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
16 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
17 under the term of this Agreement.

18 14. CONFLICT OF INTEREST

19 The CONTRACTOR shall exercise reasonable care and diligence to prevent
20 any actions or conditions that could result in a conflict with the best
21 interests of COUNTY. This obligation shall apply to CONTRACTOR, CONTRACTOR's
22 employees, agents, and subcontractors associated with accomplishing work and
23 services hereunder. The CONTRACTOR's efforts shall include, but not be
24 limited to establishing precautions to prevent its employees, agents, and
25 subcontractors from providing or offering gifts, entertainment, payments,
26 loans, or other considerations which could be deemed to influence or appear to
27 influence COUNTY staff or elected officers from acting in the best interests
28 of COUNTY.

1 15. ANTI-PROSELYTISM PROVISION

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

6 16. SUPPLANTING GOVERNMENT FUNDS

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

16 17. EQUIPMENT

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

26 CONTRACTOR further agrees to the following:

27 17.1.1 To maintain all items of Capital Equipment in good
28 working order and condition, normal wear and tear excepted.

1 17.1.2 To label all items of Capital Equipment, do periodic
2 inventories as required by ADMINISTRATOR, and to maintain an inventory list
3 showing where and how the Capital Equipment is being used, in accordance with
4 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
5 ADMINISTRATOR within ten (10) days of any request therefore.

6 17.1.3 To report in writing to ADMINISTRATOR immediately after
7 discovery, the loss or theft of any items of Capital Equipment. For stolen
8 items, the local law enforcement agency must be contacted and a copy of the
9 police report submitted to ADMINISTRATOR.

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

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

23 17.3 Personal Computer Equipment

24 No personal computers and/or personal electronic devices, such as
25 tablets and laptop computers, or any component thereof, may be purchased with
26 funds provided under this Agreement, regardless of purchase price, without
27 prior written approval of ADMINISTRATOR. Any such purchase shall be in
28 accordance with specifications provided by ADMINISTRATOR, be subject to the

1 same inventory control conditions specified in Subparagraphs 17.1.1 to 17.1.4,
2 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
3 upon termination of this Agreement.

4 18. BREACH SANCTIONS

5 18.1 Failure by CONTRACTOR to comply with any of the provisions,
6 covenants, or conditions of this Agreement shall be a material breach of this
7 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
8 termination and any other remedies available at law, in equity, or otherwise
9 specified in this Agreement:

10 18.1.1 Afford CONTRACTOR a time period within which to cure the
11 breach, which period shall be established by ADMINISTRATOR; and/or

12 18.1.2 Discontinue reimbursement to CONTRACTOR for and during
13 the period in which CONTRACTOR is in breach, which reimbursement shall not be
14 entitled to later recovery; and/or

15 18.1.3 Offset against any monies billed by CONTRACTOR but yet
16 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2
17 above.

18 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
19 pursuant to this Paragraph, which notice shall be deemed served on the date of
20 mailing.

21 19. PAYMENTS

22 19.1 Maximum Contractual Obligation

23 The maximum obligation of COUNTY under this Agreement shall be
24 \$1,200,000, or actual allowable costs, whichever is less.

25 19.2 Allowable Costs and Usage

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

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

5 19.3 Claims

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

14 19.3.2 All claims must be submitted on a form approved by
15 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
16 source documents with the monthly claim, including, inter alia, a monthly
17 statement of services, general ledgers, supporting journals, time sheets,
18 invoices, canceled checks, receipts, and receiving records, some of which may
19 be required to be copied. Source documents that CONTRACTOR must submit shall
20 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
21 shall retain all financial records in accordance with Paragraph 23 of this
22 Agreement.

23 19.3.3 Payments should be released by COUNTY within a reasonable
24 time period of approximately thirty (30) days after receipt of a correctly
25 completed claim form and required supporting documentation.

26 19.3.4 Year End and Final Claims

27 19.3.4.1 During each COUNTY fiscal year, July 1
28 through June 30, covered under the term of this Agreement, COUNTY may

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

8 19.3.4.2 CONTRACTOR shall submit a final claim for
9 each COUNTY fiscal year, July 1 through June 30, covered under the term of
10 this Agreement, as stated in Paragraph 1, by no later than August 30th of each
11 corresponding COUNTY fiscal year. Claims received after August 30th of each
12 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
13 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
14 per each COUNTY fiscal year must be received, upon written notice to
15 CONTRACTOR.

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

25 20. OVERPAYMENTS

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

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

11 21. OUTSTANDING DEBT

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

15 22. FINAL REPORT

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

22 23. RECORDS, INSPECTIONS, AND AUDITS

23 23.1 Financial Records

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

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

6 23.2 Client Records

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

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

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

24 23.3 Public Records

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

1 23.4 Inspections and Audits

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

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

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

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

23 23.5 Evaluation Studies

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

28 24. PERSONNEL DISCLOSURE

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

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

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

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

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

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

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

28 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to

1 COUNTY, a criminal record background check on all employees (direct service
2 and administrative) funded through this Agreement and also all non-funded
3 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
4 interactive contact with clients served through this Agreement. Background
5 checks conducted through the California Department of Justice shall include a
6 check of the California Central Child Abuse Index, when applicable.
7 Candidates will satisfy background checks consistent with this Paragraph and
8 their performance of services under this Agreement.

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

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

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

27 24.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
28 arrest and/or subsequent conviction, for offenses, other than minor traffic

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

8 24.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's
9 staff performing work hereunder, and any proposed changes in CONTRACTOR's
10 staff.

11 24.10 COUNTY shall have the right to require CONTRACTOR to remove any
12 employee from the performance of services under this Agreement. At the
13 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

14 24.11 CONTRACTOR shall notify COUNTY immediately when staff is
15 terminated for cause from working on this Agreement.

16 24.12 Disqualification, if any, of CONTRACTOR staff, pursuant to
17 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all
18 work in accordance with the terms and conditions of this Agreement.

19 25. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

9 26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

18 26.2 In the case of an individual contractor or contractor doing
19 business in a form other than an individual, CONTRACTOR agrees to furnish
20 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

21 26.2.1 His/her name, date of birth, Social Security Number, and
22 residence address; or

23 26.2.2 In the case of a contractor doing business in a form
24 other than as an individual, the name, date of birth, Social Security Number,
25 and residence address of each individual who owns an interest of ten percent
26 (10%) or more in the contracting entity.

27 26.3 It is expressly understood that this data will be transmitted to
28 governmental agencies charged with the establishment and enforcement of child

1 support orders, and for no other purpose.

2 27. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

3 27.1 Effective January 1, 2001, COUNTY is required to file Federal Form
4 1099-Misc for services received from a "service provider" to whom COUNTY pays
5 \$600 or more or with whom COUNTY enters into a contract for \$600 or more
6 within a single calendar year. The purpose of this reporting requirement is
7 to increase child support collection by helping to locate parents who are
8 delinquent in their child support obligations.

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

19 27.3 The reporting requirement does not apply to corporations, general
20 partnerships, limited liability partnerships, and limited liability companies.

21 27.4 Additional information on this reporting requirement can be found
22 at the California Employment Development Department web site located at
23 [www.edd.ca.gov/Payroll Taxes/FAQ - California Independent Contractor Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm).

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

27 27.4.1 First name, middle initial, and last name;

28 27.4.2 Social Security Number;

1 27.4.3 Address;

2 27.4.4 Start and expiration dates of contract; and

3 27.4.5 Amount of contract.

4 27.5 The failure of CONTRACTOR to timely submit the requested data
5 shall constitute a material breach and grounds for termination of this
6 Agreement.

7 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

26 30. CONFIDENTIALITY

27 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
28 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,

1 and all other provisions of law, and regulations promulgated thereunder
2 relating to privacy and confidentiality, as each may now exist or be hereafter
3 amended.

4 30.2 All records and information concerning any and all persons
5 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
6 kept confidential by CONTRACTOR and CONTRACTOR's employees, agents,
7 subcontractors, and all other individuals performing services under this
8 Agreement. CONTRACTOR shall require all of its employees, agents,
9 subcontractors, and all other individuals performing services under this
10 Agreement to sign an agreement with CONTRACTOR before commencing the provision
11 of any such services, agreeing to maintain confidentiality pursuant to State
12 and federal law and the terms of this Agreement.

13 30.3 CONTRACTOR shall inform all of its employees, agents,
14 subcontractors, and all other individuals performing services under this
15 Agreement of this provision and that any person violating the provisions of
16 said California state law may be guilty of a crime.

17 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
18 be subject to the confidentiality requirements of this Agreement.

19 30.5 CONTRACTOR agrees to maintain the confidentiality of its records
20 with respect to Juvenile Court matters, in accordance with WIC Section 827,
21 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
22 regarding Confidentiality, as it now exists or may hereafter be amended.

23 30.5.1 No access, disclosure, or release of information
24 regarding a child who is the subject of Juvenile Court proceedings shall be
25 permitted except as authorized. If authorization is in doubt, no such
26 information shall be released without the written approval of a Judge of the
27 Juvenile Court.

28 30.5.2 CONTRACTOR must receive prior written approval of the

1 Juvenile Court before allowing any child to be interviewed, photographed, or
2 recorded by any publication or organization, or to appear on any radio,
3 television, or internet broadcast or make any other public appearance. Such
4 approval shall be requested through child's Social Worker.

5 31. SECURITY

6 31.1 Security Requirements

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

17 31.1.1.1 Storage of confidential paper files that
18 ensures records are secured, handled, transported, and destroyed in a manner
19 that prevents unauthorized access.

20 31.1.1.2 Control of access to physical and electronic
21 records to ensure COUNTY data is accessed only by individuals with a need to
22 know for the delivery of contract services.

23 31.1.1.3 Control to prevent unauthorized access and to
24 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
25 individuals.

26 31.1.1.4 Firewall protection.

27 31.1.1.5 Use of encryption methods of electronic
28 COUNTY data while in transit from CONTRACTOR networks to external networks.

1 when applicable.

2 31.1.1.6 Measures to securely store all COUNTY data,
3 including, but is not be limited to, encryption at rest and multiple levels of
4 authentication and measures to ensure COUNTY data shall not be altered or
5 corrupted without COUNTY's prior written consent. CONTRACTOR further
6 represents and warrants that it has implemented and will maintain during the
7 term of this Agreement administrative, technical, and physical safeguards and
8 controls consistent with State and federal security requirements.

9 31.2 Security Breach Notification

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

18 31.2.1.1 Investigate to determine the nature and
19 extent of the Security Breach.

20 31.2.1.2 Contain the incident by taking necessary
21 action, including, but is not limited to, attempting to recover records,
22 revoking access, and/or correcting weaknesses in security.

23 31.2.1.3 Report to COUNTY the nature of the Security
24 Breach, the COUNTY data used or disclosed, the person who made the
25 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
26 done or will do to mitigate any harmful effect of the unauthorized use or
27 disclosure, and the corrective action CONTRACTOR has taken or will take to
28 prevent future similar unauthorized use or disclosure.

1 31.2.2 The COUNTY, at its sole discretion and on a case-by-case
2 basis, will determine what actions are necessary in response to the Security
3 Breach and who will perform these actions. Actions may include, but are not
4 limited to: notifications; investigation and remediation costs, including
5 notification of all whose personal information was disclosed; outside
6 investigation; forensics; counsel; crisis management; and credit monitoring.
7 In the event COUNTY determines CONTRACTOR will conduct additional action(s),
8 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
9 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
10 shall reimburse COUNTY for costs associated to legally required actions.

11 32. COPYRIGHT ACCESS

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

16 33. WAIVER

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

25 34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

26 34.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
27 The use and/or reproduction of COUNTY's name, logos, or symbols for any
28 purpose, including commercial advertisement, promotional purposes,

1 announcements, displays, or press releases, without COUNTY's prior written
2 consent is expressly prohibited.

3 34.2 CONTRACTOR may develop and publish information related to this
4 Agreement where all of the following conditions are satisfied:

5 34.2.1 ADMINISTRATOR provides its written approval of the
6 content and publication of the information at least thirty (30) days prior to
7 CONTRACTOR publishing the information, unless a different timeframe for
8 approval is agreed upon by the ADMINISTRATOR;

9 34.2.2 Unless directed otherwise by ADMINISTRATOR, the
10 information includes a statement that the program, wholly or in part, is
11 funded through County, State, and Federal Government funds;

12 34.2.3 The information does not give the appearance that the
13 COUNTY, its officers, employees, or agencies endorse:

14 34.2.3.1 Any commercial product or service; and,

15 34.2.3.2 Any product or service provided by
16 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

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

25 35. REPORTS

26 35.1 CONTRACTOR shall provide information deemed necessary by
27 ADMINISTRATOR to complete any State-required reports related to the services
28 provided under this Agreement.

1 35.2 CONTRACTOR shall maintain records and submit reports containing
2 such data and information regarding the performance of CONTRACTOR's services,
3 costs, or other data relating to this Agreement, as may be requested by
4 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
5 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

6 36. ENERGY EFFICIENCY STANDARDS

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

10 37. ENVIRONMENTAL PROTECTION STANDARDS

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

16 37.1 No facility to be utilized in the performance of the proposed
17 grant has been listed on the EPA List of Violating Facilities;

18 37.2 It will notify COUNTY prior to award of the receipt of any
19 communication from the Director, Office of Federal Activities, U.S. EPA,
20 indicating that a facility to be utilized for the grant is under consideration
21 to be listed on the EPA List of Violating Facilities; and

22 37.3 It will notify COUNTY and EPA about any known violation of the
23 above laws and regulations.

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

26 38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
27 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect
28 to those provisions set down by the OMB and published in the Federal Register

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

6 38.1.1 The definitions and prohibitions contained in the clause
7 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to
8 Influence Certain Federal Transactions, included in this solicitation, are
9 hereby incorporated by reference in Subparagraph B of this certification.

10 38.1.2 The offeror, by signing its offer, hereby certifies to
11 the best of his or her knowledge and belief as of December 23, 1989, that

12 38.1.2.1 No federal appropriated funds have been paid
13 or will be paid to any person for influencing or attempting to influence an
14 officer or employee of any agency, a Member of Congress, an officer or
15 employee of Congress, or an employee of a Member of Congress on his or her
16 behalf in connection with the awarding of any federal contract, the making of
17 any federal grant, the making of any federal loan, the entering into of any
18 cooperative agreement, and the extension, continuation, renewal, amendment, or
19 modification of any federal contract, grant, loan or cooperative agreement;

20 38.1.2.2 If any funds other than federal appropriated
21 funds (including profit or fee received under a covered federal transaction)
22 have been paid, or will be paid, to any person for influencing or attempting
23 to influence an officer or employee of any agency, a Member of Congress, an
24 officer or employee of Congress, or an employee of a Member of Congress on his
25 or her behalf in connection with this solicitation, the offeror shall complete
26 and submit with its offer, OMB standard form LLL, Disclosure of Lobbying
27 Activities, to the Contracting Officer; and

28 38.1.2.3 He or she will include the language of this

1 certification in all subcontract awards at any tier and require that all
2 recipients of subcontract awards in excess of \$100,000 shall certify and
3 disclose accordingly.

4 38.1.3 Submission of this certification and disclosure is a
5 prerequisite for making or entering into this Agreement imposed by Section
6 1352, Title 31, USC. Any person who makes an expenditure prohibited under
7 this provision or who fails to file or amend the disclosure form to be filed
8 or amended by this provision, shall be subject to a civil penalty of not less
9 than \$10,000, and not more than \$100,000, for each such failure.

10 39. POLITICAL ACTIVITY

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

14 40. TERMINATION PROVISIONS

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

27 40.2 For ninety (90) calendar days prior to the expiration date of this
28 Agreement, or upon notice of termination of this Agreement ("Transition

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

8 40.3 In the event of termination of this Agreement, cessation of
9 business by CONTRACTOR, or any other event preventing CONTRACTOR from
10 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
11 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
12 requested to do so on such media as reasonably requested by COUNTY, even if
13 COUNTY is then or is alleged to be in breach of this Agreement.

14 40.4 The obligations of COUNTY under this Agreement are contingent upon
15 the availability of federal and/or State funds, as applicable, for the
16 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
17 for the services hereunder in the budget approved by the Orange County Board
18 of Supervisors each fiscal year this Agreement remains in effect or operation.
19 In the event that such funding is terminated or reduced, ADMINISTRATOR may
20 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
21 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
22 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
23 notification of such determination. CONTRACTOR shall immediately comply with
24 ADMINISTRATOR's decision.

25 40.5 If any term, covenant, condition, or provision of this Agreement
26 or the application thereof is held invalid, void, or unenforceable, the
27 remainder of the provisions in this Agreement shall remain in full force and
28 effect and shall in no way be affected, impaired, or invalidated thereby.

1 41. GOVERNING LAW AND VENUE

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

11 42. SIGNATURE IN COUNTERPARTS

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

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

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

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

Dated: _____ Dated: _____

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

 ROBIN STIELER
 Clerk of the Board
 Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Ann [Signature]
 DEPUTY

Dated: 5/1/18

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

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

1. WRAPAROUND ORANGE COUNTY GENERAL INFORMATION

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

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

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

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

- 24 1.3.1 Provide Concrete Support in Times of Need;
- 25 1.3.2 Increase Parental Resilience;
- 26 1.3.3 Increase Knowledge of Parenting and Child Development;
- 27 1.3.4 Support the Social and Emotional Competence of Children;

28 and

1.3.5 Build Parents' Social Connections.

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

2. TARGET POPULATION

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

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

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

2.3 In placement, or is at risk of placement, in a group home at RCL ten-to-sixteen (10-16) or STRTP licensed by CDSS. These placements focus on treatment and care for Participants who exhibit significant

1 emotional/behavioral disturbance that require the most structure and/or
2 specialized treatment and/or who exhibit one or more of the following non-
3 exhaustive list of behaviors, as defined in Subparagraph 4.33.

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

8 2.5 Wrap OC eligible Participants residing with a relative or
9 caretaker in a contiguous county outside of Orange County (i.e., Los Angeles,
10 Riverside, San Bernardino, and San Diego, Counties), as directed by
11 ADMINISTRATOR.

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

18 2.7 Any child/youth who meets additional eligibility qualifications,
19 as determined by the ADMINISTRATOR and/or Wrap Oversight Group (WOG). To this
20 end, eligibility criteria may be expanded by ADMINISTRATOR.

21 3. SERVICE AREAS

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

27 4. DEFINITIONS

28 Contractor shall be familiar with and understand the following

1 definitions:

2 4.1 Adolescent Sex Offender (ASO): Youth between the ages of twelve
3 and seventeen (12-17) years, who commit illegal sexual acts as defined by the
4 sex crime statutes of the jurisdiction in which the offense has occurred.

5 4.2 Adolescents with Sexual Behavior Problems: Youth with problematic
6 sexual behavior which is not illegal but potentially harmful to the youth such
7 as compulsive masturbatory behavior.

8 4.3 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 4.4 AB 3632: The special education program under the rules and
12 regulations of Chapter 26.5; is currently known as AB 114 and also referred to
13 as Educationally-Required Mental Health Services or Educationally-Related
14 Behavioral Services. Individuals with Disabilities Education Act (IDEA)
15 requires that schools provide the services necessary for a child/youth to
16 benefit from/access his/her education. Establishes procedures governing
17 referrals of pupils to community mental health services and the
18 responsibilities of those entities. Services might include, but are not
19 limited to: assessment and interpretation of mental health needs with
20 integration of information in service planning; consultation with the student,
21 family, and staff to develop an appropriate program; individual, group,
22 family, and/or parent counseling provided by qualified social workers,
23 psychologists, guidance counselors, or other qualified personnel, including
24 therapeutic counseling when required; teaching education rights' holders the
25 skills to enable them to support implementation of a youth's Individualized
26 Education Plan (IEP); positive behavior intervention, including one-to-one
27 behavioral aides; assessment for and administration and management of
28 medications; and residential placement.

1 4.5 Adoption Assistance Program (AAP) Funds: Federally-subsidized
2 program to provide funds to encourage the adoption of children with special
3 needs children and remove the financial disincentives for families to adopt.
4 Funds are intended to benefit children in foster care by providing the
5 security and stability of a permanent home through adoption.

6 4.6 Assignment: Term to signify that a child/youth has been accepted
7 as a Participant in Wrap OC and that the child/youth and his or her family has
8 been assigned by Wrap Review and Intake Team (WRIT) to a Wrap OC Direct
9 Service Provider.

10 4.7 California Work Opportunity and Responsibility to Kids (CalWORKs):
11 Acronym for the California Work Opportunity and Responsibility to Kids Act of
12 1997, as described in WIC Section 11200 et seq.

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

19 4.9 Caregiver: Any licensed or certified resource parent (formerly
20 known as foster parent), approved relative caregiver, or approved non-relative
21 extended family member.

22 4.10 Case Number: A unique alpha-numeric identifier established by the
23 County of Orange SSA for each Participant in Wrap OC.

24 4.11 Challenge Grants: Federal funding source providing Youth and
25 Family Resource Centers for children under the jurisdiction of the Orange
26 County Juvenile Court and/or under the supervision of Orange County's
27 Probation Department (Probation).

28 4.12 Child and Family Team (CFT): A CFT is comprised of a group that

1 forms to meet the needs of an eligible child/youth through whatever means
2 possible. To ensure family voice and ownership in the POC, every effort shall
3 be made to ensure family members and family representative(s) constitute a
4 minimum of fifty (50) percent of the CFT. The CFT includes the Participant
5 and Participant's parent(s)/caregiver(s), and/or selected family members,
6 family representative, resource family parent(s), and/or guardian(s), the
7 appropriate representative(s) of the primary jurisdictional agency. (Senior
8 Social Worker [SSW], Deputy Probation Officer [DPO], Mental Health Case
9 Manager [MH Case Manager], etc.), relevant counseling or mental health
10 representatives, formal and informal supports, such as an Tutoring, etc., any
11 other person(s) influential in the Participant's and/or Participant's family's
12 lives who may be instrumental in developing effective services and/or whomever
13 the Participant's family wants to participate.

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

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

28 4.15 Child Welfare Services Redesign Supportive Services (CWSRSS):

1 Group of agencies contracting with SSA to provide diverse and tailored
2 services through a fee-for-service and outcome-based approach for children and
3 families served by SSA. The program is also referred to as PNP.

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

8 4.17 Children with Sexual Behavior Problems: Children ages twelve (12)
9 years and younger who demonstrate developmentally inappropriate or aggressive
10 sexual behavior.

11 4.18 Community-Based Services: Formal and informal services available
12 to children/youth and families in the communities where they live, provided
13 primarily by staff from non-governmental, community-based agencies.

14 4.19 Concluded: The term used to signify the closure of a Wrap OC case
15 and/or that the Participant's participation in Wrap has concluded.

16 4.20 Congregate Care: A placement for children/youth that includes
17 twenty-four (24)-hour supervision in a highly-structured setting or
18 institution.

19 4.21 Contiguous County: Any California county that shares a border
20 with Orange County (i.e., Los Angeles County, Riverside, San Bernardino and
21 San Diego Counties).

22 4.22 Cost Effective: Achieving the desired goal with minimum
23 expenditures.

24 4.23 Cost of Doing Business (CODB): Expenses incurred as a routine
25 part of conducting business and common to all providers engaged in providing
26 similar services.

27 4.24 County's Database System: Any case management database developed
28 by the County to: track Wrap OC data; create Wrap OC reports; enable more

1 accurate monitoring of outcomes; inform decision-making; facilitate quality
2 assurance; and improve service delivery. This involves a collaborative effort
3 between County IT, SSA, HCA, Probation, and contracted Wrap OC Providers.

4 4.25 Crisis Assessment Team (CAT): The CAT provides twenty-four (24)
5 hour mobile response services to any adult or youth experiencing a behavioral
6 health crisis. Staff members receive calls to provide crisis intervention to
7 individuals living with mental health issues from law enforcement officers in
8 the field, social services agencies' staff, and concerned family members. CAT
9 conducts risk assessments, initiates involuntary hospitalizations when
10 necessary, provides resources and linkage, and conducts follow-up contacts for
11 individuals assessed.

12 4.26 Cultural Competency: A responsive awareness and acceptance of
13 cultural differences; an awareness of one's own cultural values; an
14 understanding the "dynamics of difference" in the helping process; a basic
15 knowledge about each Participant and family's culture; and the ability to
16 adapt practice skills to fit the cultural needs of the children, youth, and
17 families.

18 4.27 Culturally Responsive: To display a general knowledge of cultural
19 values and mores of individuals from diverse ethnic groups and the ability to
20 adapt practice accordingly. A willingness and ability to recognize and
21 interact responsively, respectfully, and effectively with people from diverse
22 cultures, classes, races, ethnic groups, and religious backgrounds, in a
23 manner that recognizes, respects, affirms, and values the worth of
24 individuals, families, and communities, as well as protects the dignity of
25 each person.

26 4.28 Dependency Drug Court (DDC): The Juvenile Court has implemented
27 DDC for SSA families. A number of these families have been offered the option
28 to participate in Wrap to support reunification efforts and their success with

1 DDC.

2 4.29 Dependent: A child who is under the jurisdiction of the Orange
3 County Juvenile Court as a result of abuse and/or neglect, and who is under
4 the supervision of SSA.

5 4.30 Diagnosis: Definition of the nature of the Participant's medical
6 disorder and/or, as it more generally applies to Wrap OC, the Participant's
7 mental disorder, per the most current edition of the Diagnostic and
8 Statistical Manual of Mental Disorders (DSM) published by the American
9 Psychiatric Association.

10 4.31 Early and Periodic Screening, Diagnosis, and Treatment Program
11 (EPSDT): A federal Medicaid (known in the State of California as Medi-Cal)
12 law that permits a state to cover specific services necessary to address,
13 correct, and/or ameliorate a mental illness, even if the service is not
14 otherwise included in the State's Medi-Cal Plan. EPSDT covers eligible
15 persons age twenty-one (21) years and younger.

16 4.32 Educationally-Related Mental Health Services: Formerly known as
17 AB 3632; also known as Chapter 26.5 and currently known as AB 114. Also
18 referred to as Educationally-Required Mental Health Services or Educationally-
19 Related Behavioral Services. IDEA requires that schools provide the services
20 necessary for a child/youth to benefit from/access his/her education. It
21 establishes procedures governing referrals of pupils to community mental
22 health services and the responsibilities of those entities. Services might
23 include, but are not limited to the following: assessment and interpretation
24 of mental health needs with integration of information in service planning;
25 consultation with the student, family and staff to develop an appropriate
26 program; individual, group, family and/or parent counseling provided by
27 qualified social workers, psychologists, guidance counselors or other
28 qualified personnel, including therapeutic counseling when required; teaching

1 education rights' holders the skills to enable them to support implementation
2 of a youth's IEP; positive behavior intervention, including one-to-one
3 behavioral aides; assessment for, and administration and management of,
4 medications; and residential placement.

5 4.33 Eligible Child/Youth NMD: A child/youth/NMD who meets any of the
6 following criteria: ages birth to eighteen (0-18) years; adjudicated as either
7 a dependent or ward of the Juvenile Court pursuant to WIC Sections 300 or 602;
8 pursuant to California WIC Section 11400(v): a foster child who has attained
9 the age of eighteen (18) years while in foster care and is younger than
10 twenty-one (21) years; approved or potential place to reside in the community
11 with a parent/guardian, relative caregiver, non-related extended family member
12 (NREFM) or resource parent (formerly known as foster parent) who has agreed to
13 participate in Wrap OC; at-risk of or placed in congregate care that is
14 licensed by the CDSS, formerly at a RCL of ten to sixteen (10-16) or higher,
15 and that focuses on care for children/youth/NMD who exhibit significant
16 emotional and/or behavioral disturbance, require highly structured
17 environments or require specialized treatment. The eligible child/youth/NMD
18 may also exhibit behavior including, but not limited to, one or more of the
19 following behaviors: frequent running away/AWOL; gang involvement; tagging,
20 property destruction, self-harming; possession of deadly weapon(s);
21 adjudicated sex offenders; possession of alcohol and/or drugs for use or
22 sales; juvenile perpetrator; substance abuse disorders; fire starter;
23 sexualized behavior; sexual exploitation; multiple placements; minor criminal
24 behavior; oppositional defiant behavior; aggression; assaultive toward others,
25 educational deficiencies; habitual school truancy and/or other school-related
26 behavior problems; post-traumatic stress; behaviors beyond the control of
27 parent(s) and/or primary caregiver(s); recognized mild developmental disorder;
28 significant mental health disorders; one or more hospitalizations in a mental

1 health facility; child/youth/NMD has previously received other intensified
2 services; or may have been raised, or being raised, in families with multi-
3 generational criminal justice involvement, social services, involvement,
4 and/or mental health disorders.

5 4.34 Emergency: Period of time when a Participant's immediate
6 situation is physically threatening and medical, protective (Child Abuse
7 Registry [CAR]), law enforcement (e.g., police), and/or psychiatric evaluation
8 measures are required. Such emergencies would include situations in which the
9 Participant or the Participant's family member(s) become physically
10 aggressive, suicidal, and/or report aggressive command hallucinations, etc.

11 4.35 Emergency CFT Meeting: An emergency CFT meeting is held to
12 address Participant's safety issues and placement concerns. Emergency CFT
13 meetings must occur within twenty-four (24) hours of the event and/or change
14 of circumstances.

15 4.36 Emergency Fund: Funds reserved to deal with any unanticipated
16 emergencies experienced by individual Participants and/or Participant's
17 families.

18 4.37 Emergency Response (ER): A program in CFS in which social workers
19 respond to CAR referrals that are determined to meet the legal definition for
20 suspected child abuse and/or neglect. ER social workers investigate
21 allegations of child maltreatment and assess risk and child safety to
22 determine whether preventative services or protective custody interventions
23 are required.

24 4.38 Enrollment Date: The date a child/youth is enrolled in a Wrap OC
25 referral Senate Bill (SB) 163 slot.

26 4.39 Extended Foster Care (EFC): Under the provision of Assembly Bill
27 (AB) 12, the EFC Program allows foster youth to remain in foster care and
28 continue to receive foster care payment benefits (Aid to Families with

1 Dependent Children - Foster Care [AFDC-FC] payments) and services beyond age
2 eighteen (18), as long as the foster youth meets all of the following
3 requirements: Meet one of the AB 12 participation requirements; living in an
4 approved or licensed facility; and meeting other eligibility requirements.

5 4.40 Family/Families: Participant's parent(s), sibling(s), and other
6 relatives related to the Participant by blood, marriage, and/or non-related
7 extended family connection. Families include the adult(s) committed to a
8 Participant and/or able to meet the Participant's needs. In most cases, the
9 family will be a Participant's birth family or kin. In some cases, it may be
10 might include a step-parent or blended family that has a significant healthy
11 attachment. In other cases, it will be an adoptive family or a resource
12 family (formerly known as foster family) with the potential to become a
13 permanent family for the Participant. In most cases, the Participant will be
14 able to identify the family that has a commitment to the Participant or that
15 has the potential to develop a commitment. This may include extended family
16 or others who are seen by the Participant as significant and supportive.

17 4.41 Family-Centered: The needs of children addressed in the context
18 of their families. Parent(s) or primary caregiver(s) who will participate in
19 all aspects of the development and implementation of the POC, support, and
20 services to the degree they are able and to the extent permitted by any
21 outstanding orders of the court.

22 4.42 Family Maintenance Collaborative Services (FMCS): A CFS voluntary
23 program designed to stabilize and maintain non-dependent children in their
24 homes and who have been determined to be at high risk of child abuse or
25 neglect. FMCS are designed to promote child safety, link families to
26 community-based resources and reduce the need for protective custody.

27 4.43 Family Representative: Anyone that has a meaningful connection
28 with the Participant and who is seen by the Participant as significant and

1 supportive. This may include family member(s), relative(s), neighbor(s), or
2 others who are involved with, and important to, the Participant such as a
3 football coach or school teacher.

4 4.44 Family Review Process: The method of ensuring a system of care
5 support, quality assurance, and continuous system improvement that provides
6 family collaboration, facilitates quality assurance and involves periodic
7 reviews and monitoring of individual POCs and outcomes, provides systemic
8 support at both the Participant and Participant's family level and the system-
9 practice level. This includes consultation between the Wrap OC Direct Service
10 Provider and the WRIT or designee.

11 4.45 Family Setting: A living arrangement, which includes, or will
12 include, the Participant and one or more relatives or caregivers who are
13 willing to participate in a strength-based process and willing to work toward
14 permanency for the Participant. This may include parents, relative
15 placements, NREFM placements, guardianships, resource families, or adoptive
16 parents.

17 4.46 Flex Funds: The term used to identify the flexible use of State
18 and County foster care funds and AAP funds needed to facilitate family self-
19 sufficiency. Flex funds assist the family in meeting their basic needs to
20 enable the Participant to remain with or be transitioned to their respective
21 families or family-like settings, and/or aid the Participant and/or
22 Participant's Family in developing and implementing more appropriate coping
23 skills and behavior. Flex funds enable funding to be used for individualized,
24 intensive Wrap OC interventions and services which include the creative use of
25 funding to enable Participants to remain safely in the least-restrictive
26 setting, ideally with their respective families or in family-like settings.

27 4.47 Formal Supports: System based services and support provided by
28 professionals or other individuals who are paid to care. Formal Supports

1 include a structure of requirements for which there is oversight by State or
2 federal agencies, national professional associations, or the general public
3 arena.

4 4.48 Health Care Agency (HCA): The County of Orange Agency authorized
5 by the State of California Medi-Cal Program to provide services, submit
6 claims, and receive payments for Medi-Cal-reimbursable activities.

7 4.49 Hours of Service: The number of hours a CC, PP, and/or YP spends
8 in contact with the Participant and Participant's CFT Team providing Wrap OC
9 services.

10 4.50 Individual Service Report (ISR): Case-specific report generated
11 monthly by Wrap OC Direct Service Provider that identifies Flex Fund
12 expenditures generated by each Wrap OC Direct Service Provider monthly. ISRs
13 identify CC, PP, and/or YP and all other case-specific Wrap OC costs incurred
14 each month.

15 4.51 Individualized Services: Services tailored to the specific,
16 unique needs of the Participant and/or Participant's family. Individualized
17 services incorporates a flexible, creative approach to treatment planning
18 based on an assessment of needs, resources, and family strengths and includes
19 the use of formal and informal supports and services.

20 4.52 Informal Supports: Community-based services and support provided
21 by individuals or organizations that already exist, or can be developed in the
22 Participant/Participant family's community, kinship, social, and/or spiritual
23 networks. Informal support interventions and/or activities utilize friends,
24 extended family members, clergy and/or other faith-based mentors, neighbors,
25 educators, coaches, local business persons, other persons who are not paid to
26 care, and so forth.

27 4.53 Intake Referral: A completed referral form, with all supporting
28 documentation, initialed by a SSW, DPO, or Mental Health Therapist, to enroll

1 a child/youth/NMD in Wrap OC.

2 4.54 Licensed Therapist: A mental health care professional who is
3 licensed as a Licensed Clinical Social Worker (LCSW), MFT, or Psychologist
4 Ph.D.

5 4.55 Life Area: Areas of basic human needs, including: family
6 relationships; living environment; educational; vocational/work; social/
7 recreational; financial; cultural; emotional/psychological; medical/health;
8 spiritual; safety; and legal. At its sole discretion, ADMINISTRATOR may, with
9 written notification to CONTRACTOR, add, delete, and/or modify the identified
10 life areas.

11 4.56 Linkages: Relationships between provider(s) and services in the
12 community to the benefit of Participant and Participant's family.

13 4.57 Medical Home: A team-based health care delivery model of primary
14 care to patients, with a goal to obtain maximal health outcomes, also known as
15 the Patient-Centered Medical Home (PCMH) and typically, a Primary Care
16 Physician, Pediatrician, or Medical Group.

17 4.58 Multi-Disciplinary Consultation Team (MDCT): A team collaboration
18 with representatives from primarily SSA and HCA, and may also include
19 Probation and OC Department of Education, to work with non-dependent children
20 to reduce the need for protective custody and out of home placement by
21 stabilizing and strengthening the family through a coordination of available
22 services.

23 4.59 Non-Minor Dependent (NMD): A foster child who has attained the
24 age of eighteen (18) years while in foster care and is younger than twenty-one
25 (21) years, pursuant to WIC Section 11400(v). NMDs are required to meet at
26 least one (1) of the AB 12 participation requirements and participate in a
27 TILP under the support of SSA.

28 4.60 Orange County Intervention Management System (OCIMS) (formerly

1 Multi-Agency Intervention Data System (MIDS)): Database system which is
2 currently being tested for implementation to track data and create reports
3 through the collaborative efforts of SSA, HCA, Probation, and Wrap OC Direct
4 Service Providers. OCIMS will replace MIDS database currently utilized to
5 collect data and generate reports for Wrap OC.

6 4.61 Out-of-County: Any California county other than Orange County.
7 Out-of-County may also be extended to include out of state, as deemed
8 necessary.

9 4.62 Parent Partner (PP): Wrap OC Direct Service Provider staff who
10 provides support to the Family Team and the Participant's
11 parent(s)/caregiver(s) in particular. The PP is required to have a personal
12 experience (ideally as a parent) with services provided through the County's
13 Child Welfare Services, Probation, or Mental Health System for a minor
14 child(ren) or person(s) who may be emotionally/behaviorally disturbed.

15 4.63 Participant: A child/youth/NMD who meets the criteria for an
16 Eligible Child as defined in this Exhibit and has been accepted into a Pre-
17 Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.

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

1 4.65 Pre-Enrollment Date: Date the Participant is assigned to a Wrap
2 OC Direct Service Provider to begin the Wrap OC Direct services, but prior to
3 Enrollment Date.

4 4.66 Provider Network Program (PNP): A network of fee-for-service
5 contracted agencies to provide specific, outcome-based services to children
6 and families served by SSA in partnership with HCA and Probation Department
7 for children and families served through Wrap OC. PNP providers deliver
8 diverse and tailored services. PNP is also known as CWSRSS.

9 4.67 Post-Enrollment Date: Date the Participant is removed from an
10 Enrolled Wrap OC referral slot. Participant and Participant's family may
11 continue to be involved in Wrap OC with the Wrap OC Direct Service Provider
12 for the duration of the POC in effect, up to three (3) months, after which the
13 Participant will be considered Concluded from Wrap OC. The length of the
14 Post-Enrollment period is set in the Participant's POC and must be approved by
15 a Wrap OC Liaison (or designee).

16 4.68 Quality Assurance (QA): Methods, including the use of
17 interdisciplinary teams, established by ADMINISTRATOR to review the process,
18 performance and outcome measures, and identify opportunities for improvement.

19 4.69 Rate Classification Level (RCL): Formerly the level established
20 by CDSS for a residential treatment or group home. RCL is used as a point
21 system to measure the level or intensity of care and supervision required and
22 provided. Points are based on the number of hours per child, per month, of
23 services provided in Child Care and Supervision, Social Work Activities, and
24 Mental Health Treatment Services.

25 4.70 Referral Slot: An allotted place in Wrap OC Program. Includes an
26 alpha-numeric identifier, which identifies the referring Agency and funding
27 status of a case that is assigned to each Participant.

28 4.71 Safety Plan: A plan developed by the CFT which includes the

1 Participant and the Participant's family and/or caregiver(s), in conjunction
2 with the POC. The Safety Plan provides the Participant and Participant's
3 family with actions, contacts, responses, and responsibilities to respond to
4 crises which a child/youth/NMD or family can reasonably predict while in Wrap
5 OC. It provides a plan for Participants with a history of violence, sexual
6 acting out, delinquency, and family members with histories of substance abuse
7 and/or other problems. The Safety Plan is required to address specific,
8 identified behavioral issues and triggers to ensure these behaviors/triggers
9 are mitigated and/or controlled. It is also required to inform the
10 Participant's family, all Family Team members and all team service providers,
11 as appropriate, of these plans to ensure they are aware of and knowledgeable
12 about, how to implement the crisis management strategy and how to contact
13 CONTRACTOR.

14 4.72 Satisfaction Surveys: Surveys to measure Participant's,
15 Participant's family, and the referring Wrap OC Direct Service Provider's
16 overall satisfaction with Wrap OC, and its specific aspects to recognize
17 strengths, and identify problems and opportunities for improvement.

18 4.73 Self-Sufficiency: The ability to secure the services and support
19 each Participant and Participant's family needs to meet the needs of the
20 family and its individual members without the continued assistance of Wrap OC.

21 4.74 Senate Bill (SB) 163: Wrap Services Project allows counties the
22 flexible use of State foster care dollars to provide eligible children with
23 family-based service alternatives to group home care using Wrap as the service
24 process for creating individualized services and support for children and
25 their families. Wrap serves children who are currently residing, or at risk
26 of being placed, in a group home which was formerly licensed at an RCL of ten-
27 to-sixteen (10-16).

28 4.75 Special Incident: A significant event in a Participant's life.

1 Events may include, but are not limited to: Participant or Participant's
2 family member's serious injury or death; occurrence of child/youth/NMD or
3 dependent adult or elder maltreatment; hospitalization; delinquent acts;
4 violence; property damage; AWOL/runaway episodes; illegal activity; and/or
5 involvement with law enforcement.

6 4.76 Success: Several measures to determine the overall impact of Wrap
7 OC involvement with the Participant and the Participant's family, at closure.
8 Measures may include, but are not limited to, Participant's increased school
9 attendance, improved academics, residing in a family setting, decreased
10 problematic behaviors, increased use of appropriate coping skills by the
11 Participant and/or the Participant's family, and increased perception of met
12 needs by the Participant and/or the Participant's family.

13 4.77 Supervised Independent Living Placement (SILP): A type of foster
14 care; a placement for young adults developmentally ready to live in a less
15 restrictive environment and intended to provide an opportunity for dependent
16 living experiences while receiving a safety net of support and services.

17 4.78 Technical Assistance Meeting: A structured meeting with the Wrap
18 Review and Intake Team (WRIT), the referring party, and the Wrap OC Direct
19 Service Provider. It is requested when a Wrap OC Team has reached a challenge
20 in the Wrap OC process with a particular family and is designed to provide
21 support and assistance in moving the Wrap Team, including the Participant and
22 the Participant's family, forward. The Technical Assistance Meeting is
23 facilitated by WRIT and requires the attendance of the referring party and
24 their supervisor, the Wrap OC Team's CC, PP, YP and Supervisor, and members of
25 WRIT.

26 4.79 Trauma-Informed Practice: A strengths-based framework grounded in
27 an understanding of and responsiveness to the impact of trauma that emphasizes
28 physical, psychological, and emotional safety for both survivors (Participants

1 and Participant's family) and providers, and that creates opportunities for
2 survivors and their families to rebuild a sense of control and empowerment.
3 Professionals who provide Trauma-Informed Care and Practice to children,
4 youth, and families involved with the child welfare system and/or the
5 probation system understand the impact of trauma on child development and
6 learn how to effectively minimize its effects without causing additional
7 trauma.

8 4.80 Treatment Foster Care Oregon - Orange County (TFCO-OC): A
9 collaboration that includes representatives from SSA and HCA, and may include
10 Probation and/or OC Department of Education. TFCO-OC is an evidence-based
11 treatment model to serve youth who exhibit high needs. TFCO-OC serves as a
12 resource to assist families with non-dependent children/youth who are at-risk
13 for maltreatment. TFCO-OC is designed to reduce the need for protective
14 custody and out-of-home placement, and stabilize and strengthen the family
15 through coordination of available community-based resources and services.
16 TFCO-OC provides an alternative to congregate care for youth who meet the
17 following requirements: are eligible for Wrap OC; have an identified family
18 with whom to live following the Participant's involvement in TFCO-OC; includes
19 the use of treatment foster homes which are located in the community, and a
20 clinical team to help stabilize the TFCO-OC Participant's behavior; and who
21 prepares the Participant's after-care family to receive the Participant into
22 their home, typically within six to twelve (6 to 12) months.

23 4.81 Treatment Foster Care Oregon - Orange County (TFCO-OC) Youth
24 Partner (YP): Wrap OC Direct Service Provider YP staff who provides
25 consistent, reinforcing support to Participants in TFCO-OC. The TFCO-OC YP
26 help Participants learn, practice, and demonstrate pro-social behavior,
27 problem-solving, and appropriate coping skills.

28 4.82 Tutor: Person with demonstrated proficiency in the subject matter

1 assigned who assists students with queries and difficulties relating to
2 subject matter, and who has received additional training in tutoring children
3 with emotional and behavioral problems.

4 4.83 Tutoring: One-to-one instruction and academic coaching in one (1)
5 or more academic subject(s).

6 4.84 Ward(s): Any person who is under the age of eighteen (18) years
7 when he or she violates any law, which is defined as a crime, in the State of
8 California and is within the jurisdiction of the juvenile court, which may
9 adjudge such person to be a ward of the court and may place the person under
10 supervision by the Probation Department, pursuant to WIC Section 602.

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

16 4.86 Wrap Orange County (Wrap OC): Authorized by SB 163, which allows
17 the flexible use of State foster care dollars to provide eligible
18 children/youth with family-based service alternatives to congregate care.
19 Wrap OC is administered by SSA in partnership with HCA and Probation to
20 provide a collaborative, highly-individualized process for creating specific,
21 unique resources and services to engage Participants and their families. Wrap
22 OC is designed to maximize the capacity of each family to meet the
23 child/youth/NMD needs and to prevent or reduce the need for residential
24 placement.

25 4.87 Wrap Oversight Group (WOG): Group that includes Executive
26 Director or Deputy Director level representatives from SSA/CFS, HCA/Behavioral
27 Health Services, and Probation. This group receives reports from SSA regarding
28 program, fiscal, contract, evaluation, and training, ensures collaboration

1 between agencies, and develops policy recommendations in keeping with Wrap OC
2 Plan as approved by the County of Orange Board of Supervisors. WOG directs
3 the reinvestment of any cost savings that may accrue as a result of Wrap OC.

4 4.88 Wrap OC Plan: A plan approved by County of Orange Board of
5 Supervisors and CDSS detailing County's plan to use Wrap funding to provide
6 eligible children/youth with family-based service alternatives to congregate
7 care.

8 4.89 Wrap OC Direct Service Provider: A community-based organization
9 under contract with ADMINISTRATOR to implement Wrap OC Direct Services to a
10 specific number of Participants and their respective families, including
11 siblings and parent(s)/caregiver(s).

12 4.90 Wrap OC Rules of Conduct: A guideline that Wrap OC Direct,
13 Support, and PNP CONTRACTOR staff are required to follow to avoid conflict of
14 interest and inappropriate conduct or relationships with Participants, co-
15 workers, supervisors, and persons in the community.

16 4.91 Wrap Review and Intake Team (WRIT): Group that includes parent
17 representatives, as well as representatives from SSA, HCA/Behavioral Health
18 Services, Probation, Wrap OC Support Services provider, and Orange County
19 Department of Education. WRIT reviews eligibility for Wrap OC, establishes
20 the Wrap rate per CDSS directives, and provides consultation to Wrap OC Direct
21 Service Providers in the Family Review Process.

22 4.92 Youth Partner (YP): CONTRACTOR's staff that provides consistent,
23 reinforcing support to Participants thereby assisting Participants in
24 learning, practicing, and exhibiting pro-social behaviors, problem-solving,
25 and appropriate coping skills. YPs mentor youth by modeling pro-social
26 behavior, and encourage Participants to complete their Probation requirements,
27 as applicable.

28 5. HOURS OF OPERATION

1 5.1 Unless otherwise specified, CONTRACTOR shall provide services
2 during hours that are responsive to the needs of the target population(s), as
3 determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services
4 Monday through Friday, from 8:00 a.m. to 8:00 p.m., weekdays and on Saturdays
5 and/or Sundays, as needed.

6 5.2 CONTRACTOR's holiday schedule shall not exceed County's holiday
7 schedule which is as follows: New Year's Day, Martin Luther King Day,
8 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
9 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
10 Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written
11 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
12 schedule and the hours listed in Subparagraph 5.1 of this Exhibit. Any
13 unauthorized closure shall be deemed a material breach of this Agreement,
14 pursuant to Paragraph 18, and shall not be reimbursed.

15 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

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

18 6.1 Provide intensive, strength and needs-based services and supports,
19 using a community-based and family-centered process. Services and supports
20 must be individualized and comprehensive, provided in a manner that is
21 culturally responsive and linguistically appropriate for the population
22 served. CONTRACTOR shall recruit, hire, and maintain staff that is able to
23 provide services to the diverse population served by Wrap OC. Regular,
24 temporary, and extra-help employees of the COUNTY are not eligible to provide
25 services under this Agreement.

26 6.2 Provide services in a culturally responsive manner, in the
27 language that meets the Participant's needs, and in a setting accessible to
28 diverse communities. CONTRACTOR's staff shall possess the language skills and

1 cultural responsiveness to communicate effectively with target population.

2 6.3 Establish, model, and maintain professional boundaries among staff
3 and in all interactions with Participants and Families.

4 6.4 Develop and implement policies and procedures (P&Ps) as
5 established and provided by ADMINISTRATOR. CONTRACTOR shall maintain
6 documentation of such efforts which may include, but is not limited to, the
7 following:

8 6.4.1 Participation in COUNTY-sponsored and other applicable
9 training(s); and

10 6.4.2 Identification of measures taken to enhance accessibility
11 for, and responsiveness to, the physically challenged community.

12 6.5 Ensure the availability of literature to Participants in multiple
13 languages and formats, as appropriate.

14 6.6 Ensure language translation needed for services shall be provided
15 by qualified staff and not by the Participant, or Participant's family.

16 6.7 Ensure services are outcome driven and indicators identified must
17 accurately reflect progress towards the stated service delivery goals.
18 Measure the Participant's and/or Participant family's gains, if any, after
19 intervention. CONTRACTOR shall clearly state what changes took place in the
20 Participant and/or Participant's family.

21 6.8 Appear and testify at Juvenile Court hearings, when requested by
22 SSA.

23 6.9 Attend meetings, as specified in Paragraph 14 of this Exhibit.

24 6.10 Attend quarterly Wrap OC PNP and QA meetings, as determined by
25 ADMINISTRATOR.

26 6.11 Ensure staff are familiar with the Wrap OC Program model and
27 establish cooperative working relationships with the Participants' CFT.

28 6.12 Ensure staff are proficient in English, with the ability to speak

1 and write in English and prepare clear, complete, and concise case notes,
2 reports, etc., in the specified language (e.g., English, Spanish, Vietnamese,
3 etc.).

4 6.13 Utilize appropriate and qualified language translation and
5 interpretation staff as needed for services. In addition to language skills,
6 a qualified interpreter must be trained in mental health services and have the
7 ability to accurately translate terms associated to mental illness,
8 psychotropic medications, and cultural beliefs practices. CONTRACTOR shall
9 have Participant materials translated into Spanish, Vietnamese, and other
10 languages identified and approved for translation by ADMINISTRATOR.

11 6.14 Identify the roles of licensed and unlicensed staff, and/or
12 paraprofessionals, as applicable.

13 6.15 Obtain prior written approval from ADMINISTRATOR for any extension
14 of service delivery. CONTRACTOR shall request an extension at least thirty
15 (30) calendar days in advance of the expected date of termination of services.
16 If CONTRACTOR elects to continue providing services to a Participant or
17 Participant's family with a closed case, CONTRACTOR shall not seek, nor be
18 eligible for, reimbursement for such services.

19 6.16 Provide authorized services for the specified time period for each
20 referral. CONTRACTOR continuing services beyond the specified time periods
21 without advance written authorization from ADMINISTRATOR shall be subject to
22 contract termination. CONTRACTOR shall document and track the beginning and
23 ending dates of services.

24 7. FACILITIES

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

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2 Home Based Services will be provided in the homes of FAMILIES referred
3 for service.

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

6 8. SERVICE EVALUATION

7 8.1 CONTRACTOR shall be evaluated, on a quarterly basis, on the
8 effectiveness of CONTRACTOR's service delivery based on, but not limited to,
9 the following:

10 8.1.1 Number of referred Participants served monthly and
11 quarterly throughout the service period, and the number of service days
12 provided per Participant;

13 8.1.2 Timeliness of services from CONTRACTOR's receipt of
14 initial call from Wrap OC Direct Service Provider until services are provided;

15 8.1.3 Feedback to ADMINISTRATOR from Participant, Participant's
16 family, and Wrap OC Direct Service Provider on CONTRACTOR's service delivery
17 through service termination;

18 8.1.4 Consistency and quality of reports submitted to
19 ADMINISTRATOR;

20 8.1.5 Accuracy and completeness of invoicing to ADMINISTRATOR;

21 8.1.6 Adherence to ADMINISTRATOR's Special Incident Report
22 process, if applicable;

23 8.1.7 Ongoing service delivery to Participant and Participant's
24 family until services have terminated;

25 8.1.8 Ability to meet schedule of appointments and the number
26 of times CONTRACTOR failed to meet appointment(s) regardless of reason(s);

27 8.1.9 Ability in transitioning Participant's family to natural
28 supports and community resources; and

1 8.1.10 Effectiveness and documentation of responses to services
2 provided and submitted to ADMINISTRATOR on service visits/delivery service and
3 all follow-up services. Such documentation shall be made available for review
4 by ADMINISTRATOR during quarterly audits of CONTRACTOR's files and/or charts.

5 8.2 Sexual Behavior Treatment (SBT) Service Evaluation

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

8 8.2.1 Absence of repeated offenses of a sexual nature by
9 Participant;

10 8.2.2 Compliance with service related guidelines and conditions
11 of COUNTY's Probation Department and ADMINISTRATOR; and

12 8.2.3 Review of CONTRACTOR's documentation of SBT services
13 provided to the Participant and the number of sessions the Participant
14 attended throughout the contracted period.

15 8.3 Tutoring Service Evaluation

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

18 8.3.1 Improvement in the Participant's academic skills as
19 measured by basic assessment tools, and as reported by Participant's teacher
20 and/or school.

21 8.3.2 Review of tutoring records including, but not limited to,
22 appointment documentation indicating whether all appointments were kept by the
23 Tutor and the Participant throughout the authorized service period.

24 9. STAFF TRAINING

25 9.1 CONTRACTOR's direct service staff, Program Director, and
26 Supervisor shall attend a three (3)-hour orientation to familiarize themselves
27 with the ADMINISTRATOR's staff, procedures, and claiming processes.
28 CONTRACTOR shall not be reimbursed for participation in the orientation or

1 training(s).

2 9.2 CONTRACTOR shall maintain completion of training documentation
3 onsite. CONTRACTOR's direct service staff shall complete trainings referenced
4 in Subparagraphs 9.3 through 9.5 prior to providing services to any
5 Participant and/or Participant's family.

6 9.3 CONTRACTOR's staff shall complete one (1) general introductory
7 training session focusing on the fundamentals of the Wrap OC PNP process and
8 the Wrap OC Rules of Conduct referenced in Subparagraph 4.90 of this
9 Agreement. Training will be provided by ADMINISTRATOR and may be up to three
10 (3) hours in duration per session.

11 9.4 CONTRACTOR's staff shall complete one (1) Wrap OC Overview
12 training session focusing on the fundamentals of Wrap OC PNP. Training will
13 be provided by ADMINISTRATOR and may be up to three (3) hours in duration per
14 session.

15 9.5 CONTRACTOR's staff shall participate in general Wrap OC
16 training(s), provided by ADMINISTRATOR, to address changes in and needs of the
17 target population referenced in Paragraph 2 of this Exhibit.

18 10. CASE RECORDS

19 10.1 CONTRACTOR shall maintain case records on each Participant and/or
20 Participant family. All records shall be maintained in English; and English
21 translation of all bilingual correspondence and forms shall be maintained in
22 the file for audits and Utilization Reviews (UR). Records shall include, but
23 are not limited to, the following:

24 10.1.1 Participant's and/or Participant family's name, address,
25 phone number, and employment information;

26 10.1.2 Referral form and any referral documentation provided by
27 ADMINISTRATOR;

28 10.1.3 Monthly Progress Reports;

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- 10.1.4 Monthly Program Reports;
- 10.1.5 Final Summary Reports;
- 10.1.6 Initial Assessment/Treatment Plan applicable to SBT services;
- 10.1.7 Request for extension and extension authorizations, if applicable;
- 10.1.8 Standardized case notes/chronological process of services, with signed and dated entries, if applicable;
- 10.1.9 Social and family histories, including a mental status exam and substance abuse and domestic violence evaluations, if applicable;
- 10.1.10 Emergency information;
- 10.1.11 Special Incident Reports, if applicable;
- 10.1.12 Authorization to release information between ADMINISTRATOR and CONTRACTOR signed by Participant's parent/caregiver(s);
- 10.1.13 Community resource linkage, if applicable;
- 10.1.14 Copies of Receipt for Service forms;
- 10.1.15 Copies of Invoices/Claim forms; and
- 10.1.16 No-Show Letters
 - 10.1.16.1 CONTRACTOR shall complete No-Show letters, and alert COUNTY and Wrap OC Direct Service Provider by telephone within two (2) business days if Participant and/or Participant's family fails to keep an appointment for any reason.
 - 10.1.16.2 CONTRACTOR shall provide a No Show letter to ADMINISTRATOR and Participant's family documenting Participant's failure to participate in scheduled follow-up services. No-Show letters are to be maintained in the Participant's case record. Protocols for No-Show letters shall include, but are not limited to, the following:
 - CONTRACTOR shall send a No-Show letter within

1 two (2) business days of event to Participant's parent(s)/caregiver(s) each
2 time the Participant and/or Participant's family fails to show for an
3 appointment, unless the Participant's parent(s)/caregiver(s) has rescheduled
4 within twenty-four (24) hours of the appointment. The rescheduled appointment
5 must be within the same calendar week of the missed appointment. The calendar
6 week is defined as Sunday through Saturday;

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

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

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

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

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

23 • CONTRACTOR shall utilize the No-Show
24 letter format approved by ADMINISTRATOR. English translation of letters
25 mailed to a Participant family in their primary language, when other than
26 English, and must be filed in the case file.

27 10.1.17 CONTRACTOR shall complete and submit to ADMINISTRATOR,
28 case notes for initial calls and any subsequent follow-up provided.

1 CONTRACTOR shall maintain case files with notes detailing services provided to
2 referred Participant/Participant's family. CONTRACTOR shall complete all case
3 notes, other than initial case notes, within twenty-four (24) hours of
4 concluding service delivery. Case Notes shall include, but are not limited
5 to, the following:

6 10.1.17.1 Signed and dated entries;

7 10.1.17.2 Observations and interactions with the
8 Participant and/or Participant's family;

9 10.1.17.3 All written and verbal communication with
10 ADMINISTRATOR;

11 10.1.17.4 Documentation of any incidents requiring a
12 Special Incident Report; and

13 10.1.17.5 All monthly contacts, in detail, with
14 Participant and/or Participant family.

15 10.1.18 Early termination of services due to the Participant
16 and/or Participant's family member(s) refusing to participate. CONTRACTOR
17 shall notify ADMINISTRATOR and Wrap OC Direct Service Provider within twenty-
18 four (24) business hours of Participant/Participant's family's refusal to
19 participate in services.

20 11. REPORTS

21 In addition to reports referenced in Paragraph 35 of this Agreement,
22 CONTRACTOR shall also prepare and submit to ADMINISTRATOR various written
23 reports, including but not limited to, financial reports, monthly progress
24 reports, a year-end final report, and reporting directly onto the COUNTY
25 tracking database, as applicable. All documents must be written in an
26 objective, factual, strength-based, clear, and professional manner.
27 Documentation may be subject to administrative and judicial review.
28 CONTRACTOR is required to maintain reporting documentation onsite and/or in

1 the ADMINISTRATOR's database as may be applicable.

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

7 11.1 Monthly Progress Report

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

14 11.1.1 All monthly contacts, in detail, with Participant and/or
15 Participant family;

16 11.1.2 All written and verbal communication with ADMINISTRATOR
17 and Wrap OC Direct Service Provider;

18 11.1.3 Participant and/or Participant family's progress in
19 program and in meeting goals;

20 11.1.4 CONTRACTOR's CFT meeting attendance;

21 11.1.5 Special Incident Report(s) completed involving the
22 Participant and/or Participant's family;

23 11.1.6 Attendance at CFT meetings; and

24 11.1.7 The date and time of the initial phone contact, initial
25 face-to-face contact, and follow-up contacts with Participant's
26 parent(s)/caregiver(s).

27 11.2 Monthly Program Report

28 CONTRACTOR shall submit to ADMINISTRATOR, in a format approved by

1 ADMINISTRATOR, a Monthly Program Report by the fifteenth (15th) day of each
2 month. CONTRACTOR shall not be required to submit a report for months when
3 CONTRACTOR did not provide services. Monthly Program Report shall include,
4 but not be limited to, the following:

5 11.2.1 Program summary of service activities delivered during
6 the month;

7 11.2.2 Number of CFT meetings attended by CONTRACTOR staff
8 during the month;

9 11.2.3 Anticipated staff and bilingual language availability for
10 the upcoming month;

11 11.2.4 Number of new and existing referrals assigned to
12 CONTRACTOR staff during the month;

13 11.2.5 Number of active, expected to close, and terminated
14 referrals during the month;

15 11.2.6 Number of extensions approved by ADMINISTRATOR and
16 pending during the month; and

17 11.2.7 Changes in certification of licensure of staff, if
18 applicable.

19 11.3 Final Summary Report

20 11.3.1 CONTRACTOR shall submit, in a format approved by
21 ADMINISTRATOR, a Final Summary Report for each referred Participant and
22 maintain said Final Summary Report in the Participant's case record.
23 CONTRACTOR shall submit report to ADMINISTRATOR within fifteen (15) calendar
24 days of last contact with the Participant and/or Participant's family and
25 shall include, but are not limited to, the following:

26 11.3.1.1 A summary of all Monthly Progress and Program
27 Reports specifying services and outcomes; and

28 11.3.1.2 A clear, concise identification of

1 significant issues regarding the Participant and/or Participant family's
2 needs.

3 11.4 Special Incident Report

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

14 11.4.1 Immediately notify ADMINISTRATOR, assigned Probation
15 Officer, Mental Health Worker and/or SSA Social worker, and Wrap OC Direct
16 Service Provider of the incident within one (1) hour by telephone;

17 11.4.2 Complete and submit to ADMINISTRATOR a Special Incident
18 Report form provided by ADMINISTRATOR and follow applicable instructions,
19 clearly identifying the specific information regarding the incident;

20 11.4.3 Submit the Special Incident Report to ADMINISTRATOR
21 within twenty-four (24) hours of the special incident;

22 11.4.4 Report any and all threats of violence by the Participant
23 and/or Participant's family member(s) immediately and no later than within one
24 (1) hour of incident, to ADMINISTRATOR, assigned designee, assigned Probation
25 Officer, and/or SSA Social Worker; and

26 11.4.5 State all details of the incident clearly and completely,
27 including any actions taken.

28 11.5 CONTRACTOR providing Sexual Behavior Treatment (SBT) services

1 shall also complete and submit to ADMINISTRATOR, an Initial
2 Assessment/Treatment Plan for each Participant/Participant family served.

3 12. UTILIZATION REVIEW

4 12.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at minimum
5 semi-annually to review and evaluate a random selection of family case
6 records. The Utilization Review (UR) may include, but is not limited to, an
7 evaluation of the necessity and appropriateness of services provided, length
8 of services, and timeliness of required report and administrative compliance.
9 Cases to be reviewed shall be randomly selected by ADMINISTRATOR and may
10 include both open and closed cases.

11 12.2 ADMINISTRATOR may conduct a UR at CONTRACTOR'S facility referenced
12 in Paragraph 7 of this Exhibit, with date and time determined at
13 ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written
14 feedback regarding the UR findings. CONTRACTOR shall comply with the findings
15 of the UR and take corrective action accordingly.

16 12.3 In the event CONTRACTOR, ADMINISTRATOR, and COUNTY's CFS staff
17 representatives and/or ADMINISTRATOR's designee are unable to resolve
18 differences of opinion regarding the necessity and appropriateness of
19 services, length of treatment, and/or timeliness of required treatment
20 reports, the dispute shall be submitted to ADMINISTRATOR's Director of CFS for
21 final resolution. Nothing in this Subparagraph shall affect ADMINISTRATOR's
22 termination rights under Paragraph 40 of this Agreement.

23 13. CONFLICT RESOLUTION

24 For resolution of conflict between ADMINISTRATOR and CONTRACTOR in
25 regards to differences of opinion pertaining to delivery of services, the
26 following shall apply:

27 13.1 In the event CONTRACTOR and ADMINISTRATOR, or ADMINISTRATOR's
28 designee, are unable to resolve differences of opinion regarding the necessity

1 and/or appropriateness of services, length of treatment, and/or timeliness of
2 required treatment reports, the parties shall resolve the dispute in the
3 following order:

4 13.1.1 CONTRACTOR and assigned Care Coordinator, COUNTY Social
5 Worker, Probation Officer, or Mental Health Worker shall first attempt to
6 resolve the dispute;

7 13.1.2 If CONTRACTOR and assigned Care Coordinator, COUNTY
8 Social Worker, Probation Officer, or Mental Health Worker are unable to
9 resolve the dispute, then CONTRACTOR and ADMINISTRATOR's Program Manager, or
10 other ADMINISTRATOR designee, shall attempt to resolve the dispute;

11 13.1.3 If CONTRACTOR and ADMINISTRATOR's Program Manager or
12 other designee are unable to resolve the dispute, the dispute shall be
13 submitted to COUNTY's CFS Director for final resolution. ADMINISTRATOR's CFS
14 Director shall have the final right and sole discretion to resolve any dispute
15 as to the necessity and appropriateness of services, the length of services,
16 and/or timeliness of required reports and decision shall be final.

17 13.1.4 In the event a complaint is received from Participant
18 and/or Participant's family and/or ADMINISTRATOR, CONTRACTOR shall comply with
19 an investigation and/or UR.

20 13.1.5 ADMINISTRATOR has sole discretion in placing CONTRACTOR
21 on a do-not-refer status and reassigning current referrals to another
22 Contractor pending outcome of an investigation and/or UR.

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

25 14. MEETINGS

26 14.1 CONTRACTOR's direct-service staff shall participate in Wrap OC CFT
27 meetings, Emergency CFT meetings, and Multi-disciplinary Team (MDT) meetings,
28 referenced in Subparagraphs 14.2 through 14.5, at the request of

1 ADMINISTRATOR. CFT, Emergency CFT, and MDT meetings may occur at a location
2 other than CONTRACTOR's facility.

3 14.2 CONTRACTOR shall provide CFT with monthly written updates as to
4 Participant's progress with services. CFT meetings occur to make certain the
5 needs of the Participant and/or Participant family are the primary focus and
6 efforts towards resolving needs are diligently applied. Every effort shall be
7 made to ensure the family voice is heard and that the Participant family takes
8 ownership of the process. This process is highly individualized for each
9 Participant and seeks to maximize the capability of a Participant's family to
10 meet the Participant's needs, and prevent or reduce residential treatment
11 placement.

12 14.3 Emergency CFT meetings, modeled after CFT Meetings, are held to
13 address Participant's safety issues and placement concerns.

14 14.4 CONTRACTOR shall incorporate a strength-based, consensus-driven,
15 respectful approach to working with Participants and contributing to the
16 discussion at CFT Meetings, modeling directness and honesty regarding
17 Participant's progress and any risks and/or concerns that may exist. CFT
18 meetings may be up to ninety (90) minutes in duration per session.

19 14.5 CONTRACTOR shall attend quarterly Wrap OC PNP and Quality
20 Assurance meetings at the discretion of the ADMINISTRATOR.

21 15. GOALS, STRATEGIES, AND OUTCOME OBJECTIVES

22 15.1 SBT CONTRACTOR shall:

23 15.1.1 Ensure one hundred percent (100%) of referred families
24 are contacted within five (5) business days from the receipt of referral.

25 15.1.2 Ensure ninety percent (90%) of Participants referred
26 complete the full term of approved services.

27 15.1.3 Ensure one hundred percent (100%) of the referred
28 families receive a list of identified resources in the community that can

1 provide natural and on-going support at the conclusion of services.

2 15.1.4 Track and provide the total number of Participants who
3 remained with their respective families at the conclusion of services.

4 15.1.5 Track and provide the total number of Participants and
5 their respective families who completed the full term of approved services.

6 15.1.6 Track and provide the total number of re-offending
7 Participants that return for services.

8 15.2 Tutoring CONTRACTOR shall:

9 15.2.1 Ensure a minimum of eighty percent (80%) of Participants
10 receiving Tutoring services improve their respective grade scores by a minimum
11 of five (5) points based on their pre- and post-testing.

12 15.2.2 Ensure a minimum of eighty percent (80%) of Participants
13 receiving Tutoring services shall complete the full term of approved services.

14 15.2.3 Ensure one hundred percent (100%) of the referred
15 families shall receive a list of identified resources in the community and
16 school districts that can provide academic, natural, and on-going support at
17 the time Tutoring services conclude.

18 15.2.4 Track and provide the total number of Participants and
19 their respective families that complete the full term of approved Tutoring
20 services.

21 15.2.5 Track and provide the total number of Participants who
22 graduate from Middle and/or High school.

23 15.2.6 Track and provide the total number of pre- and post-
24 testing conducted.

25 16. QUALITY ASSURANCE/QUALITY CONTROL PLAN

26 16.1 CONTRACTOR shall establish and utilize a comprehensive Quality
27 Control Plan, in a format approved by the ADMINISTRATOR, to monitor the level
28 of program service and quality. The Quality Control Plan shall be updated and

1 resubmitted for ADMINISTRATOR approval when changes occur. The Quality
2 Control Plan shall include, but is not limited to, the following:

3 16.1.1 The method(s) for ensuring the services, deliverables,
4 and requirements defined in this Agreement are provided at or above the
5 required level of quality;

6 16.1.2 The method(s) for assuring that all the professional
7 staff rendering services under this Agreement meet the minimum qualifications;

8 16.1.3 The method(s) of identifying and preventing deficiencies
9 in the quality of service, as defined by ADMINISTRATOR's policy; and

10 16.1.4 The method(s) for providing ADMINISTRATOR with a copy of
11 the Participant's case review(s), a clear description of the identified
12 problem(s), and the corrective action(s) taken to resolve the identified
13 problem(s).

14 17. STAFFING AND LICENSURE REQUIREMENTS

15 CONTRACTOR shall maintain the following minimum staffing and licensure
16 requirements:

17 17.1 Conduct initial or pre-hire background checks on all PNP staff, in
18 accordance with Paragraph 24 of this Agreement including, but not limited to,
19 the following:

20 17.1.1 Criminal records including Department of Justice, Federal
21 Bureau of Investigation, and Child Abuse Central Index (CACI);

22 17.1.2 Health (including tuberculosis)/drug screening;

23 17.1.3 Fingerprinting (Live Scan);

24 17.1.4 Health Care Agency (HCA) Sanctions;

25 17.1.5 Department of Motor Vehicle (DMV);

26 17.1.6 Professional License and insurance status (as
27 applicable);

28 17.1.7 Sanction screenings (Office of Inspector General, System

1 for Award Management (SAM)).

2 17.2 Obtain annual updated clearances and maintain a method of
3 obtaining timely and subsequent updated records notifications, including
4 monitoring of driver license suspensions, tickets, accidents or other
5 vehicular violations. If any subsequent negative criminal, professional, DMV
6 or CACI record information is obtained, CONTRACTOR shall immediately notify
7 ADMINISTRATOR.

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EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF

WRAPAROUND ORANGE COUNTY PROVIDER NETWORK PROGRAM

SEXUAL BEHAVIOR TREATMENT SERVICES

1. **SEXUAL BEHAVIOR TREATMENT SERVICES TARGET POPULATION**

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

2. **SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 2.4 Service Extensions

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

28 2.4.2 CONTRACTOR's continuance of SBT services beyond

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

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

9 2.5 Conclusion of Services

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

15 3. COMPENSATION

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

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

27 3.2 Individual Session: COUNTY shall pay CONTRACTOR one hundred and
28 twenty dollars (\$120.00) per Individual Session.

1 3.3 Group Session: COUNTY shall pay CONTRACTOR fifty dollars (\$50.00)
2 per Participant per Group Session. Group sessions shall not exceed eight (8)
3 Participants per session.

4 3.4 Family Session: COUNTY shall pay CONTRACTOR one hundred and
5 twenty dollars (\$120.00) per Family Session.

6 3.5 Juvenile Court: COUNTY shall pay CONTRACTOR fifty dollars (\$50.00)
7 per hour for actual time spent in Juvenile Court.

8 3.6 Meetings and Trainings: COUNTY shall pay CONTRACTOR fifty dollars
9 (\$50.00) per hour for actual time spent in meetings and/or trainings specified
10 in Paragraphs 9 and 14 of Exhibit A. Meeting and training time will be paid
11 in five (5) minute increments.

12 3.7 Travel Time: COUNTY shall pay CONTRACTOR up to fifty dollars
13 (\$50.00) per hour for actual travel time to Juvenile Court and to COUNTY-
14 approved trainings and meetings as specified in Paragraphs 9 and 14 of Exhibit
15 A. Travel time identified will be paid in fifteen (15) minute increments, as
16 follows:

17 0-15 minutes = \$12.50

18 16-30 minutes = \$25.00

19 31-45 minutes = \$37.50

20 46-60 minutes = \$50.00

21 3.8 Travel time to and from Participant's family residence that is
22 located out-of-County will be paid at up to thirty dollars (\$30.00) per hour.
23 Travel time will be paid in fifteen (15) minute increments, as follows:

24 0-15 minutes = \$ 7.50

25 16-30 minutes = \$15.00

26 31-45 minutes = \$22.50

27 46-60 minutes = \$30.00

28 4. STAFFING

1 CONTRACTOR shall provide the following described staff positions:

2 4.1 SBT Program Director/Supervisor

3 4.1.1 Minimum Qualifications: A degree that meets or exceeds a
4 Master's level, Psy.D., or Ph.D. in social work, psychology, or related
5 discipline, or M.D. with psychiatric training; licensed therapist or
6 psychiatrist licensed to practice in the State of California with psychiatric
7 training, expertise, and experience in the treatment of sex offenders who
8 perpetrated sexual crimes during which abuse and/or violence has occurred, or
9 be licensed by the State of California Medical Board to practice psychiatry;
10 current license in good standing with the Board of Psychology, Board of
11 Behavioral Sciences, or Medical Board, as applicable; five (5) years of
12 experience conducting sex offender treatment; two (2) years of experience in
13 the dynamics of child abuse, sexual abuse, and substance abuse issues; have
14 significant knowledge of the criminal justice and corrections systems, and the
15 laws and procedures of the legal system; and completed graduate studies,
16 training courses, and/or a minimum of two (2) years of experience providing,
17 administering, and/or incorporating a majority of the following topics:

18 4.1.1.1 Counseling and psychotherapy; personality
19 theory and disorders; etiology of sexual deviance; psychometric assessment;
20 risk assessment; sexual arousal assessment and reconditioning; physiological
21 measurements; human sexuality, individual, dyad, group, couple, and family
22 counseling; social competency training; relapse prevention; behavior
23 modification; cognitive restructuring therapy; culturally specific treatment
24 needs; treatment of special needs clients; pharmacological therapy;
25 victimology; federal or State sexual abuse statutes; and ethics and
26 professional standards.

27 4.1.2 Duties: Responsible for reviewing all SBT service
28 requests, and assigning and matching staff to each Participant and

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

1 reviewing all SBT service requests pending conclusion with SBT staff assigned
2 to the case, to ensure transition planning; conducting annual performance
3 evaluations for staff assigned for supervision; ensuring boundaries are
4 established and maintained between staff and Participants and/or Participant
5 families; reviewing all documentation prepared by SBT staff under supervision,
6 for services provided; reviewing program documentation to ensure accuracy and
7 fidelity to the Wrap OC process and SBT requirements; and adhering to the
8 Rules of Conduct as required by CONTRACTOR and ADMINISTRATOR.

9 4.2 SBT Therapist

10 4.2.1 Minimum Qualifications: Degree that meets or exceeds a
11 Master's level, Psy.D., or Ph.D. is preferred, in social work, psychology, or
12 related discipline; or M.D. with psychiatric training, and licensed to
13 practice in the State of California; currently licensed and in good standing
14 with the Board of Psychology, Board of Behavioral Sciences, or Medical Board;
15 two (2) years of direct service experience (e.g., counseling, mental health,
16 probation, etc.) working with and knowledge about the criminal justice and
17 corrections systems; participate in a minimum of eighteen (18) hours of
18 continuing education annually that is relevant to sex offending therapy;
19 current, valid State licensure in a discipline that allows psychotherapy as a
20 part of their scope of practice; and training (i.e., educational transcript
21 and continuing education units), expertise and skill (i.e., experience and
22 work history) in the application of appropriate treatment interventions that
23 are currently supported in professional literature as having significant
24 treatment value.

25 4.2.2 Duties: Responsible for providing direct SBT services as
26 specified in Exhibits A and B; and compliance with training specified in
27 Exhibits A and B.

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EXHIBIT C
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

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

1. **TUTORING SERVICES**

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

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

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

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

1 his/her adult-designee is present.

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

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

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

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

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

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

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

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

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

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

27 1.10 Meet with Participant as scheduled.

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

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

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

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

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

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

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

27 1.17 Seek to identify natural supports and community resources
28 throughout the service period, to sustain the Participant and Participant's

1 parent/caregiver once CONTRACTOR's services have concluded.

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

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

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

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

13 1.22 Service Extensions

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

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

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

1 considered out-of-compliance and shall not be eligible for reimbursement.

2 1.23 Conclusion of Services

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

6 1.23.1 A description of tutoring services provided to
7 Participant and Participant's family;

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

11 1.23.3 Pre-tutoring, mid-point, and post-tutoring testing
12 scores;

13 1.23.4 All tutoring and/or academic assistance resources
14 identified and follow-up recommendations; and

15 1.23.5 Submittal of report to ADMINISTRATOR, Wrap OC Direct
16 Service Provider, and Participant's parent/caregiver(s) within five (5)
17 business days of termination of services.

18 2. COMPENSATION

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

28 2.2 CONTRACTOR shall be paid monthly in arrears and at the established

1 rate at the time of the referral.

2 2.3 Service Hours: COUNTY shall pay CONTRACTOR fifty dollars (\$50.00)
3 per hour, per referral, as authorized by ADMINISTRATOR for Tutoring services
4 specified in this Exhibit.

5 2.4 Juvenile Court: COUNTY shall pay CONTRACTOR, monthly in arrears,
6 forty dollars (\$40.00) per hour for actual time spent in Juvenile Court.

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

13 2.6 Travel Time: COUNTY shall pay CONTRACTOR up to thirty dollars
14 (\$30.00) per hour for actual travel time to Juvenile Court and to COUNTY-
15 approved meetings and trainings, as specified in Paragraphs 9 and 14 of
16 Exhibit A. Travel time will be paid in fifteen (15) minute increments as
17 follows:

18 0-15 minutes = \$ 7.50

19 16-30 minutes = \$15.00

20 31-45 minutes = \$22.50

21 46-60 minutes = \$30.00

22 2.7 Out-of-County Travel Time: COUNTY shall pay CONTRACTOR, monthly
23 in arrears, up to thirty dollars (\$30.00) per hour for actual travel time to
24 and from Participant's parent/caregiver's residence. Travel time identified
25 will be paid in fifteen (15) minute increments as follows:

26 0-15 minutes = \$ 7.50

27 16-30 minutes = \$15.00

28 31-45 minutes = \$22.50

46-60 minutes = \$30.00

3. STAFFING

CONTRACTOR shall provide the following described staff positions:

3.1 Tutoring Supervisor

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

3.1.2 Duties: Responsible for supervising the work of tutoring staff, and providing tutoring staff with consultation and training on working with children who exhibit emotional and/or behavioral problems; reviewing all tutoring service requests, and assigning and matching staff to Participant and Participant's family's individual needs, including, but not limited to, language and cultural needs; maintaining cooperative and effective working relationships with staff to provide maximum support to Participants and Families; informing ADMINISTRATOR of emergency or special incident involving Participant or Participant's parent/caregiver/family and submit necessary paperwork; ensuring all documents and procedural forms are signed and submitted to ADMINISTRATOR within designated time-frames; maintaining accountability for all Wrap OC P&Ps as provided by ADMINISTRATOR; providing orientation and training on Wrap OC to all tutoring staff; monitoring service utilization, reviewing progress on identified family goals, ensuring modifications to interventions when necessary; monitoring and reporting to ADMINISTRATOR all tutoring staff activities; notifying the Wrap OC Direct

1 Service Provider, Probation, Child Welfare Services, and/or Mental Health
2 referring party, and the PNP Coordinator, if called to testify in Juvenile
3 Court and/or if Wrap OC records are requested; assessing training and skill-
4 building needs to ensure staff remain compliant with all contract mandates;
5 conducting monthly meetings with staff to share information on Wrap OC issues
6 and the status of involvement with individual families, including a minimum of
7 one (1) hour per week of individual supervision, and regular team group
8 supervision. Individual supervision shall include, ongoing coaching,
9 feedback, and support for each staff, including acknowledgement of strengths
10 and areas requiring improvement; participation and completion of mandatory
11 trainings and ensuring that staff also participate and complete mandatory
12 trainings, as determined by ADMINISTRATOR; providing coverage for tutoring
13 staff, as needed; assisting tutoring staff with building on family strengths,
14 assessing goals, and utilizing community resources; providing tutoring staff
15 with ongoing assistance to work through crisis situations, as well as day-to-
16 day trouble shooting; reviewing all service requests pending conclusion with
17 staff assigned to the case and ensuring adequate transition planning;
18 conducting, at a minimum, annual performance evaluations for staff assigned
19 for supervision; ensuring boundaries are established and maintained between
20 staff and Participants and/or Participants' Families; reviewing all
21 documentation prepared by tutoring staff under supervision, for services
22 provided; reviewing program documentation to ensure accuracy and fidelity to
23 the Wrap OC process and PNP requirements; and adhering to the Wrap OC Rules of
24 Conduct as required by ADMINISTRATOR.

25 3.2 Tutor

26 3.2.1 Minimum Qualifications: Eighteen (18) years of age or
27 older; one (1) year of tutoring experience; training in, knowledge of, and six
28 (6) months of tutoring experience in the referred subject matter, at time of

1 referral; six (6) months of experience working with children who exhibit
2 emotional and behavioral problems or equivalent training; transportation with
3 proof of at least the California minimum amount of insurance, a current/valid
4 driver's license, and a California DMV abstract; and a tutor accreditation
5 from an accredited institution of learning, is preferred.

6 3.2.2 Duties: Responsible for providing direct Tutoring
7 services as specified in Exhibits A and C; and complying with training
8 specified in this Exhibits A and C.

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