

CONTRACT  
BETWEEN  
COUNTY OF ORANGE  
AND  
FAMILY SUPPORT NETWORK  
FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and FAMILY SUPPORT NETWORK, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY issued a Request For Proposal, for Wraparound Orange County Direct and Support Services in 2022;

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

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

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

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

WHEREAS, CONTRACTOR possesses training and experience combined with extensive knowledge of the unique challenges that face families which include children/youth and non-minor dependents covered by the State Mental Health System of Care; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

TABLE OF CONTENTS

1.	TERM.....	4
2.	ALTERATION OF TERMS .....	4
3.	STATUS OF CONTRACTOR.....	4
4.	DESCRIPTION OF SERVICES .....	4
5.	LICENSES AND STANDARDS.....	5
6.	DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP .....	6
7.	SUBCONTRACTS .....	6
8.	FORM OF BUSINESS ORGANIZATION/NAME CHANGE.....	8
9.	NON-DISCRIMINATION.....	9
10.	NOTICES .....	12
11.	NOTICE OF DELAYS .....	13
12.	INDEMNIFICATION .....	13
13.	INSURANCE.....	13
14.	NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS .....	18
15.	CONFLICT OF INTEREST .....	18
16.	ANTI-PROSELYTISM PROVISION .....	19
17.	SUPPLANTING GOVERNMENT FUNDS.....	19
18.	EQUIPMENT.....	19
19.	BREACH SANCTIONS .....	21
20.	PAYMENTS .....	21
21.	OVERPAYMENTS .....	23
22.	OUTSTANDING DEBT .....	24
23.	FINAL REPORT .....	24
24.	INDEPENDENT AUDIT.....	24
25.	RECORDS, INSPECTIONS, AND AUDITS.....	25
26.	PERSONNEL DISCLOSURE.....	27
27.	EMPLOYMENT ELIGIBILITY VERIFICATION.....	29
28.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	30
29.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	30
30.	CONFIDENTIALITY .....	30
31.	SECURITY .....	31
32.	COPYRIGHT ACCESS.....	34
33.	WAIVER.....	34
34.	SERVICES DURING EMERGENCY AND/OR DISASTER .....	34
35.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA.....	35
36.	REPORTS .....	36
37.	ENERGY EFFICIENCY STANDARDS.....	36
38.	ENVIRONMENTAL PROTECTION STANDARDS .....	36
39.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS .....	37
40.	POLITICAL ACTIVITY .....	38
41.	TERMINATION PROVISIONS.....	38
42.	COOPERATIVE CONTRACT.....	39
43.	GOVERNING LAW AND VENUE.....	40
44.	SIGNATURE IN COUNTERPARTS.....	40

**ATTACHMENT A SUPPORT SERVICES SCOPE OF WORK**

1. OVERVIEW ..... 1  
2. DEFINITIONS ..... 1  
3. GOALS AND OUTCOME OBJECTIVES ..... 18  
4. HOURS OF OPERATION ..... 20  
5. SERVICE STANDARDS ..... 21  
6. INFORMATION AND REFERRAL DATABASE EXPECTATIONS ..... 22  
7. SURVEY EXPECTATIONS ..... 23  
8. FACILITIES ..... 24  
9. REPORTING REQUIREMENTS ..... 24  
10. MEETINGS ..... 27  
11. UTILIZATION REVIEW ..... 28  
12. INVOICING ..... 29  
13. BUDGET ..... 29  
14. STAFFING REQUIREMENTS ..... 31  
15. TRAINING ..... 37  
16. QUALITY ASSURANCE/QUALITY CONTROL ..... 41

1. TERM

The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Contract; 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. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

2.1 This Contract, including any Attachment(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 Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract 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 Contract.

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

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies,

as described in Attachment A to the Contract between County of Orange and Family Support Network for the Provision of Wraparound Orange County (Wrap OC) Support Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.

- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Contract, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws

and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency (SSA), and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Contract.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Contract without the

prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

7.1.1 Subcontracts of \$50,000 or less

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

7.1.2 Subcontracts in excess of \$50,000

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

7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply

with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Contract. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract.

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

- 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Contract.



## 8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

## 8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

## 9. NON-DISCRIMINATION

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

9.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

### 9.3 Non-Discrimination in Employment

9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order

11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

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

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

California Department of Fair Employment  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
Telephone: (800) 884-1684  
(800) 700-2320 (TTY)

#### 9.4 Non-Discrimination in Service Delivery

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

applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70  
Sacramento, CA 94244-2430  
Telephone: (916) 654-2107  
Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights  
U.S. Department of Health and Human Services  
90 7<sup>th</sup> Street, Suite 4-100  
San Francisco, CA 94103  
Customer Response Center: (800) 368-1019

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> [Social Services Agency (SSA) Contractor and Vendor Compliance page]

10. NOTICES

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

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

CONTRACTOR: Family Support Network

1894 N. Main St.  
Orange, CA 92865

10.2 All notices shall be deemed effective when in writing and when:

- 10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 10.1 above;
- 10.2.2 Sent by Email;
- 10.2.3 Faxed and transmission confirmed; or
- 10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

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

13. INSURANCE

- 13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Contract.
- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this contract.
- 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.
- 13.5 Qualified Insurer
- 13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or [ambest.com](http://ambest.com)).

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

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

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

13.8 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

#### 13.9 Required Coverage Forms

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

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

#### 13.10 Required Endorsements

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

- 13.10.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 13.10.1.2 A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 13.10.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
- 13.10.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 13.10.2.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 13.11 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 13.12 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 13.13 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation



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

13.14 If CONTRACTOR's Network Security & Privacy Liability policy is a "Claims-Made" policy, CONTRACTOR shall agree to the following:

13.14.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.

13.14.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.

13.14.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

13.16 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Contract.

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

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

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

remedies.

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

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

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

14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.

14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.

14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services

provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

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

18. EQUIPMENT

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

COUNTY. The use of such items of Capital Equipment is limited to the performance of this Contract. Upon the termination of this Contract, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

- 18.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
  - 18.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request.
  - 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.
  - 18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.
- 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Contract. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not been

obtained from ADMINISTRATOR.

### 18.3 Computer Equipment

No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified above in Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Contract.

## 19. BREACH SANCTIONS

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

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

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

19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

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

## 20. PAYMENTS

### 20.1 Maximum Contractual Funding Obligation

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

20.1.1 \$175,000 for July 1, 2023, through June 30, 2024;

20.1.2 \$175,000 for July 1, 2024, through June 30, 2025; and

20.1.3 \$175,000 for July 1, 2025, through June 30, 2026.

## 20.2 Allowable Costs

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Contract, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for the month of June during the term of the contract, during the month of such anticipated expenditure.

## 20.3 Claims

20.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 25 of this Contract.

20.3.3 Payments should be released by COUNTY within a reasonable time

period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

#### 20.3.4 Year-End and Final Claims

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

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

### 21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final

audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

22. OUTSTANDING DEBT

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

23. FINAL REPORT

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

24. INDEPENDENT AUDIT

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

24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of



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

25. RECORDS, INSPECTIONS, AND AUDITS

25.1 Financial Records

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

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

25.2 Client Records

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

25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to

the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 41.2 of this Contract.

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

### 25.3 Public Records

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

### 25.4 Inspections and Audits

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

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

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

CONTRACTOR's books and records.

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

#### 25.5 Evaluation Studies

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

### 26. PERSONNEL DISCLOSURE

26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 13 of Attachment A (hereinafter referred to as "Personnel").

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

26.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

26.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

26.2.3 The professional degree, if applicable, and experience required for each position; and

26.2.4 The language skill, if applicable, for all Personnel.

26.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or

promotion of any prospective Personnel shall be cause for termination from the performance of services under this Contract.

- 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).
- 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 26.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 26.7 In the event a record is revealed through the processes described in above Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed,

whichever is later, in compliance with all applicable laws.

- 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 19 above.
- 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 26.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
27. EMPLOYMENT ELIGIBILITY VERIFICATION
- As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel

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

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

30. CONFIDENTIALITY

30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5, and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

30.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept

confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.

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

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

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

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

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

## 31. SECURITY

### 31.1 Security Requirements

31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists

at any time during the term of this Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Contract administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

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

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

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

31.1.1.4 Firewall protection.

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

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

## 31.2 Security Breach Notification

31.2.1 CONTRACTOR shall have policies and procedures in place for the



effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

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

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

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

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

32. COPYRIGHT ACCESS

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

33. WAIVER

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

34. SERVICES DURING EMERGENCY AND/OR DISASTER

34.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared

disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

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

35.2.3.1 Any commercial product or service; and

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

35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social

media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

36. REPORTS

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

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

37. ENERGY EFFICIENCY STANDARDS

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

38. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

38.3 It will notify COUNTY and EPA about any known violation of the above laws and

regulations.

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

39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 39.1.1 - 39.1.1.4.

39.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

39.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

39.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

39.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all

subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

39.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

40. POLITICAL ACTIVITY

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

41. TERMINATION PROVISIONS

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

41.2 For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period,

service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

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

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

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

#### 42. COOPERATIVE CONTRACT

42.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.

42.2 The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in

any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The CONTRACTOR is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

42.3 The CONTRACTOR shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

42.4 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

43. GOVERNING LAW AND VENUE

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

44. SIGNATURE IN COUNTERPARTS

44.1 The parties agree that separate copies of this Contract may be signed by each of the



parties, and this Contract will have the same force and effect as if the original had been signed by all the parties.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: FAMILY SUPPORT NETWORK**

Maura Byron	Executive Director
_____	_____
Print Name	Title
<small>DocuSigned by:</small> <i>Maura Byron</i>	3/14/2023   11:38:55 AM PDT
<small>7C29E098E3114BE...</small>	_____
Signature	Date

_____	_____
Print Name	Title
_____	_____
Signature	Date

**County of Orange**, a political subdivision of the State of California

Deputized Designee Signature:

Amy Hernandez	Deputy Purchasing Agent
_____	_____
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM**  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost	Deputy County Counsel
_____	_____
Print Name	Title
<small>DocuSigned by:</small> <i>Carolyn S. Frost</i>	3/14/2023   12:34:33 PM PDT
<small>D3AB98D76D0B425...</small>	_____
Signature	Date

**ATTACHMENT A**  
**SCOPE OF WORK**

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SUPPORT SERVICES

1. OVERVIEW

1.1 Wrap OC is a family-centered program that provides a comprehensive and cost-effective delivery of intensive, coordinated, and highly individualized interventions and services. As the Wraparound Orange County (WRAP OC) Support Services provider, CONTRACTOR shall:

- 1.1.1 Recruit, train, and support Parent Partners in accordance with the Wrap OC Model, to provide culturally responsive and linguistically appropriate services to Participants;
- 1.1.2 Refer qualified prospective Parent Partner candidates to the Wrap OC Provider Agencies for potential employment;
- 1.1.3 Develop and maintain an Information and Referral Database with up-to-date information on available resources within the County and surrounding communities;
- 1.1.4 Foster relationships with community businesses to obtain donated goods and services for Wrap OC; and
- 1.1.5 Report to ADMINISTRATOR various data received from surveys, such as the Family Satisfaction survey, for the Wraparound Fidelity Index (WFI) Summary Report.

2. DEFINITIONS

CONTRACTOR shall be familiar with and utilize the following definitions;

2.1 ADMINISTRATOR's Database: A case management database developed in a collaborative effort between Orange County Information Technology (OCIT), Social Services Agency (SSA), Health Care Agency (HCA), Probation Department (Probation) and Wrap OC Provider Agencies to:

- 2.1.1 Track Wrap OC data;
- 2.1.2 Create Wrap OC reports;
- 2.1.3 Enable accurate monitoring of outcomes;

- 2.1.4 Aid in informed decision-making;
  - 2.1.5 Facilitate quality assurance; and
  - 2.1.6 Improve service delivery.
- 2.2 Adolescent Sex Offender (ASO): Youth between the ages of twelve through seventeen (12-17) years, who commit illegal sexual acts as defined by the sex crime statutes of the jurisdiction in which the offense occurred.
- 2.3 Adolescents with Sexual Behavior Problems: Youth with problematic sexual behavior which is not illegal but potentially harmful to the youth such as compulsive masturbatory behavior.
- 2.4 Adoption Assistance Program (AAP): AAP is an entitlement program to provide financial and medical coverage to facilitate the adoption of children who otherwise would remain in long-term foster care. Public Law 96-272 – the Adoption Assistance and Child Welfare Act of 1980 created federal incentives to encourage the adoption of special needs children. The California State Legislature created the AAP with the intent to provide the security and stability of a permanent home through adoption AAP eligible children may receive federally funded benefits or non-federally funded benefits per state guidelines.
- 2.5 Assembly Bill (AB) 12: AB Chapter 559, Statutes of 2010, amendment to section 17552 of the Family Code, provides transitional support to qualifying youth until age twenty-one (21) years.
- 2.6 Assembly Bill (AB) 404: AB Chapter 732, Statutes of 2017, updated statute to reflect the rate for Wrap OC services to be equal to the rate for Short-Term Residential Therapeutic Program (STRTP), less the cost of any concurrent out-of-home placement.
- 2.7 Assignment: A term used to signify that a child/youth/NMD’s case has been referred by Wraparound Review and Intake Team (WRIT) to a Wrap OC Provider Agency.
- 2.8 CalWORKs: The acronym for the California Work Opportunity and Responsibility to Kids Act of 1997 as described in Section 11200 et seq., of the California WIC code.
- 2.9 Care Coordinator: Wrap OC Provider Agency staff, responsible for facilitating the Wrap OC Child and Family Team (Wrap CFT) meetings and guiding the evolution

of a Plan of Care (POC) to ensure that it's family-centered and effective in safely transitioning and/or maintaining Participant to the least-restrictive family setting with minimal reliance on formal support systems.

- 2.10 Case Number: A unique alpha-numeric identifier established by ADMINISTRATOR for each Participant.
- 2.11 Child and Family Team (CFT): A group of committed individuals, including Participant, that convenes to address the needs of Participant and ensures the family's voice is heard, facilitates family ownership of the POC, and requires that every effort is made to ensure family members and family representative(s) constitute the Family Team. The CFT may include, but not limited to, the following:
- 2.11.1 Participant's parent(s), Family members, Family representative (s), Resource parent(s), Guardian(s), Adoptive parents, and any person(s) influential in Participant's and/or Participant's family's lives who may be instrumental in supporting Participant and/or Participant's family.
- 2.11.2 The CFT shall include the primary jurisdictional agency representative, including: the Senior Social Worker (SSW), Deputy Probation Officer (DPO), Mental Health (MH) Therapist and/or Case Manager, and relevant counseling or mental health representatives; CONTRACTOR staff (e.g., Care Coordinator, Parent Partner, Youth Partner, and Wraparound Supervisor), as needed or invited.
- 2.12 CFT Member: Individuals, who are the critical decision-makers, who attend CFT meetings and are designated by Participant and/or Participant's family, the jurisdictional agency representative and assigned CONTRACTOR staff who maintain ongoing, contact with Participant and Participant's family.
- 2.13 Child Out-of-Home Report (COR): Information reported to the Wrap OC liaisons when Participants are out-of-home overnight or more than twenty-four (24) hours for reasons such as: absent-without-leave (AWOL), hospitalization, placement in a residential facility (including placement in a residential facility for educational needs), protective custody for dependents, or custody violations for wards.
- 2.14 Children and Family Services (CFS): One (1) of four (4) SSA Divisions. CFS provides services to child/youth/NMD and families who are involved with, or at risk

of involvement with, the child welfare system. The Participants' assigned SSWs are CFS employees.

- 2.15 Children with Sexual Behavior Problems: Children ages twelve (12) years and younger who demonstrate developmentally inappropriate or aggressive sexual behavior (e.g., obscene gestures, or aggressive sexual behaviors such as exposing body parts or disrobing in public).
- 2.16 Commencement: The term used to signify the closure of a Wrap OC case and Participant's participation in Wrap OC has concluded.
- 2.17 Community-Based Services: Formal and informal services available to child/youth/NMD and families in the communities where they live, provided primarily by staff from non-governmental agencies.
- 2.18 Congregate Care: A placement for child/youth/NMD that includes twenty-four (24) hour supervision in a highly structured setting or institution such as an STRTP.
- 2.19 Contiguous County: A California county that shares a border with Orange County (i.e., Los Angeles, Riverside, San Bernardino, and San Diego Counties).
- 2.20 Cost Effective: Achieving the desired goal with minimum expenditures.
- 2.21 Cost of Doing Business (CODB): Expenses incurred as a routine part of conducting business and is common to all providers engaged in providing similar services.
- 2.22 Crisis: Period of time when a Participant's emotional and/or functioning stability and/or current living situation is in jeopardy. A crisis might also include situations when Wrap OC Provider Agency staff determine that Participant and/or the Participant's family requires immediate assistance, even though protective, physical control, and/or evaluation or safety-assessment measures do not appear to be necessary. Crisis services shall not be designed to provide a response to emergency situations. Examples of a crisis may include, but not limited to:
  - 2.22.1 A Participant who refuses to take prescribed medication; refuses to attend or remain in school; or is agitated and/or threatening, and/or may be at risk of losing placement; or
  - 2.22.2 A Participant's parent(s)/caregiver(s) who might have just finished managing one of the crises and who might need assistance with addressing their own emotional stability.

- 2.23 Crisis Assessment Treatment (CAT): A team that provides twenty-four (24) hour mobile response services to any adult or youth experiencing a behavioral health crisis. Calls to provide crisis intervention to individuals living with mental health issues may come from, but not limited to, law enforcement officers, ADMINISTRATOR staff, and concerned family members. CAT conducts risk assessments, initiates involuntary hospitalizations, when necessary, provides resources and linkage, and conducts follow-up contacts for individuals assessed.
- 2.24 Cultural Competency: Demonstrate respect for and build upon the values, preferences, beliefs, culture, and identity of the child/youth/NMD/family and their identified community. Emphasize the importance of cultural humility and being culturally respectful in all interactions with children/youth/NMDs/families. Strive to learn about each child/youth/NMD/family's culture, traditions, values, and beliefs from the child/youth/NMD/family directly, as well as information gleaned from the referring party.
- 2.25 Culturally Responsive: To exhibit a general knowledge of cultural values and mores of individuals from diverse culture groups and the ability to adapt practices accordingly, including the practice of humility. A willingness and ability to recognize and interact responsively, respectfully, and effectively with people from diverse cultures, social classes, races, gender identity, and religious and non-religious backgrounds in a manner that recognizes, respects, affirms, and values and worth of individuals, families, and communities as well as protects the dignity of each person.
- 2.26 Dependent: A child/youth/NMD who is under the jurisdiction of the Orange County Juvenile Court because of abuse and/or neglect, and who is under the supervision of SSA.
- 2.27 Diagnosis: The nature of Participant's medical disorder and/or, as it more generally applies to Wrap OC, Participant's mental health disorder, per the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association.
- 2.28 Direct Service Hours (DSH): The time measured in minutes and portion of hours that a clinician spends providing services to Participants or significant others on behalf of Participants. DSH credit, both billable and non-billable minutes, is obtained by

providing mental health, case management, medication support, and crisis intervention services to Participants open in Integrated Records and Information System (IRIS), which includes both billable and non-billable services.

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

2.30 Educationally Related Mental Health Services (ERMS): Currently known as AB 114. Also referred to as Educationally Required Mental Health Services or Educationally Related Behavioral Services. The Individuals with Disabilities Education Act (IDEA) requires that schools provide the services necessary for a child/youth to benefit from/access free public education. It also establishes procedures governing referrals of pupils to community mental health services and the responsibilities of those entities. Services might include, but not be limited to, the following:

2.30.1 Assessment and interpretation of mental health needs with integration of information in service planning; consultation with the student, family and staff to develop an appropriate program; individual, group, family and/or parent counseling provided by qualified social workers, psychologists, guidance counselors or other qualified personnel, including therapeutic counseling when required; teaching education rights' holders the skills to enable them to support implementation of a youth's Individualized Education Plan (IEP); positive behavior intervention, including one-to-one (1:1) behavioral aides; assessment for and administration and management of medications; and residential placement.

2.31 Eligible Child/Youth/NMD: Child/youth/NMD who meet the following criteria:

2.31.1 Ages birth to eighteen (0-18) years; adjudicated as either a dependent or ward of the juvenile court pursuant to WIC Sections 300 or 602; NMD pursuant to WIC Section 11400(v), which is a foster child who has attained the age of eighteen (18) years while in foster care and is younger than



twenty-one (21) years; have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member (NREFM) or Resource parent who has agreed to participate in Wrap OC; or at risk of or placed in Residential/ STRTP placement licensed by California Department of Social Services (CDSS), that focuses on care for child/youth/NMD who:

2.31.1.1 Exhibit significant emotional and/or behavioral disturbance; require highly structured environments; require specialized treatment; exhibit behavior including, but not limited to, one or more of the following behaviors: frequent running away/AWOL, gang involvement, tagging, property destruction, self-harming, possession of deadly weapons, adjudicated sex offenders, possession of alcohol and drugs for use or sales, juvenile perpetrator, substance abuse disorder, fire starter, sexualized behavior, sexual exploitation, multiple placements, minor criminal behavior, oppositional defiant behavior, aggression, assaultive toward others, educational deficiencies, habitual school truancy and/or other school-related behavior problems, post-traumatic stress, behaviors beyond the control of parent(s) and/or primary caregiver(s), recognized mild developmental disorder, significant mental health disorders, one (1) or more hospitalizations in a mental health facility, or child/youth/NMD has previously received other intensified services. In addition, child/youth/NMD may have been raised in multi-generational families with criminal justice and/or social services involvement, and/or mental health disorders.

2.32 Emergency: Period of time that requires immediate attention when a Participant's situation is physically threatening and medical, protective CAR, law enforcement (police), and/or psychiatric evaluation measures are required. Such emergencies would include situations in which Participant or Participant's family member(s) become physically aggressive, suicidal, and/or report aggressive command

hallucinations, etc.

- 2.33 Emergency CFT Meeting: May be held to address Participant's safety issues and placement concerns and must occur within twenty-four (24) hours of the incident that triggered the need for the meeting and/or change of circumstances.
- 2.34 Emergency Flex Funds: State and County foster care funds and AAP funds reserved and used towards the cost of any unanticipated emergencies experienced by individual Participants and/or Participants' families. Emergency Flex Funds are not tied to the POC and are part of the Flex Funds referenced in Subparagraph 2.46 of this Attachment.
- 2.35 Emergency Response (ER): A CFS program in which social workers respond to CAR referrals that are determined to meet the legal definition for suspected child abuse and/or neglect. ER Social Workers investigate allegations of child maltreatment, assess risk and child safety, and determine whether preventative services or protective custody interventions are required.
- 2.36 Enrollment Date: The date a child/youth/NMD is referred and enrolled in a Wrap OC services.
- 2.37 Extended Foster Care (EFC) Program: Under the provision of AB 12, this program allows NMDs to remain in foster care and continue to receive foster care payment benefits (AFDC-FC payments) and services beyond age twenty-one (21) years, when the NMD meets all the following requirements: one (1) of the five (5) participation requirements; and living in an approved or licensed home or facility.
- 2.38 Family(ies): Participant's parent(s), siblings and other relatives related to the Participant by blood, marriage, or non-relative extended family connection. Families include the adult(s) committed to a Participant and/or able to meet Participant's needs. The family may include, but not limited to, Participant's birth family or kin, a stepparent or blended family, an adoptive family or Resource family. In most cases, Participant will be able to identify the family who has a commitment to Participant or who has the potential to develop a commitment. This may include extended family or others who are seen by Participant as significant and supportive.
- 2.39 Family Budget: Review of the family's fiscal resources for planning purposes.
- 2.40 Family-Centered: The needs of Participant and Participant's caregiver(s) addressed

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

- 2.41 Family First Prevention Services Act (FFPSA): The FFPSA amends the Title IV-E foster care program and makes other revisions to the Title IV-B, subparts 1 and 2 programs. The FFPSA will enhance support services for families to help children remain at home and reduce the use of unnecessary congregate care placements by increasing options for prevention services, increased oversight and requirements for placements, and enhancing the requirements for congregate care placement settings.
- 2.42 Family Maintenance Collaborative Services (FMCS): A voluntary CFS program for time-limited preventative services designed to: stabilize and maintain non-dependent child/youth, determined to be at high-risk of child abuse or neglect, is in their homes and with their family; promote child safety; link families to community-based resources; and reduce the need for protective custody.
- 2.43 Family Representative: A person who has a meaningful connection with Participant and is seen by Participant as significant and supportive. A family representative may include, but not limited to, family member(s), relative(s), neighbor(s), or others who are involved with and important to Participant, such as a football coach or schoolteacher.
- 2.44 Family Review Process: The method of ensuring a system of care support, quality assurance, and continuous system improvement that provides family collaboration, facilitates quality assurance and continuous system improvement, involves periodic reviews and monitoring of individual POCs and outcomes, provides systemic support at both Participant and Participant's family's level and the system-practice level. This includes consultation between the Wrap OC Provider Agency and WRIT or its designee.
- 2.45 Family Setting: A living arrangement, which includes or will include Participant and one or more relatives or caregivers, who are willing to participate in a strength-based process and willing to work toward permanency. This might include parents, relative placements, NREFM placements, guardianships, Resource families, or adoptive

parents.

2.46 Flex Funds: State and County foster care funds and AAP funds reserved and used towards costs referenced in Subparagraph 2.46.1. Funds can be Emergency Flex Funds and not tied to the POC as referenced in Subparagraph 2.34, non-emergency Flex Funds which must be tied to the POC, or a combination of emergency and non-emergency Flex Funds as referenced in Subparagraph 2.39. Flex Funds are reserved to:

2.46.1 Facilitate family self-sufficiency; assist the family with meeting basic needs to enable Participant to remain with or be transitioned to their respective families or family-like settings; aid Participant and/or Participant's family members with developing and implementing more appropriate coping skills and behaviors; and enable funding to be used for individualized, intensive Wrap OC interventions and services, which include the creative use of funding to enable Participants to remain safely in the least-restrictive setting.

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

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

2.49 Hours of Service: The number of hours CONTRACTOR spends in contact with Participant and Participant's CFT Team providing Wrap OC Services.

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

2.51 Individualized Services: Services tailored to the specific, unique needs of Participant and/or Participant's family; incorporating a flexible, creative approach to treatment planning based on an assessment of needs, resources, and family strengths; and

including the use of formal and informal supports and services.

- 2.52 Informal Supports: Community-based supports provided by individuals and/or organizations that exist or can be developed in Participant/Participant's family's community, kinship, social and/or spiritual networks. Interventions and/or activities that utilize friends, extended family members, clergy and/or other faith-based mentors, neighbors, educators, coaches, local businesspersons, other persons who are not paid to care.
- 2.53 Intake Referral: A completed referral form, with all supporting documentation, signed by a SSW, DPO, or MH Therapist/Case Manager to refer a child/youth/NMD to Wrap OC Services.
- 2.54 Katie A. v. Bonta: Class action lawsuit filed in federal district court in 2002 concerning the availability of intensive mental health services to children in California who are either in foster care or at imminent risk of coming into care. A settlement agreement approved by the court in 2011 required State child welfare and mental health leaders to work together to establish a sustainable framework for the provision of an array of services that occur in community settings and in a coordinated manner. And while the court's jurisdiction in the case ended in December 2014, the CDSS and the California Department of Health Care Services (DHCS) remain committed to strengthening California's child welfare and mental health systems with objectives that include:
- 2.54.1 Facilitating the provision of an array of services delivered in a coordinated, comprehensive, community-based fashion that combines service access, planning, delivery, and transition into a coherent and all-inclusive approach, which is referred to as the Core Practice Model (CPM).
  - 2.54.2 Intensive services referred to as Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), and Therapeutic Foster Care (TFC).
  - 2.54.3 Clarifying and providing guidance on state and federal laws and policies as needed so that counties and providers can understand and consistently apply.

- 2.55 Licensed Therapist: A mental health care professional who is licensed as a Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), Marriage and Family Therapist (MFT), or Psychologist Ph.D.
- 2.56 Life Area: Areas of basic human needs including: Family Relationships; Living Environment; Educational; Vocational/Work; Social/Recreational; Financial; Cultural; Emotional/Psychological; Medical/Health; Spiritual; Safety; and Legal. At its sole discretion, ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or modify the identified life areas.
- 2.57 Linkages: Relationships between CONTRACTOR and services in the community to the benefit of Participants and Participants' families.
- 2.58 Medical Home: A team-based health care delivery model of primary care to patients with a goal to obtain maximal health outcomes. Also known as the Patient-Centered Medical Home (PCMH) and typically is a Primary Care Physician, Pediatrician, or Medical Group.
- 2.59 Multi-Disciplinary Consultation Team (MDCT): A team collaboration including representatives from SSA and HCA and may include representatives from Probation and/or Orange County Department of Education. MDCT serves as a resource to assist families with non-dependent child/youth who are at-risk for maltreatment. It is designed to reduce the need for protective custody and out-of-home placement, and to stabilize and strengthen the family through coordination of available community-based resources and services.
- 2.60 Non-Minor Dependent (NMD): A foster youth who has attained the age of (18) years while in foster care and is younger than twenty-one (21) years, pursuant to WIC Section 11400(v). 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 support of SSA.
- 2.61 Out-of-County: Any California county other than Orange County. May also be extended to include out-of-state as deemed necessary.
- 2.62 Parent Partner: Wrap OC Provider Agency staff who provides support to the Family Team, and in particular, Participant's parent(s)/caregiver(s). The Parent Partner shall have personal experience (ideally as a parent) with services provided through the

COUNTY's Child Welfare Services, Probation, or Mental Health System for a minor child(ren) or person(s) who may be emotionally/behaviorally disturbed. A Parent Partner must have willingness to use personal experiences to assist others.

- 2.63 Participant: A child/youth/NMD who meets the criteria for an Eligible Child as defined in this Attachment and has been accepted into a Pre-Enrollment, Enrollment, or Post-Enrollment slot within Wrap OC Services.
- 2.64 Pathways to Well-Being: Required collaboration between the referring party and Participant's mental health therapist to ensure Participant's mental health needs are met and coordinated amongst all service providers. Participant's mental health needs and strengths are addressed at monthly CFT meetings.
- 2.65 Plan of Care (POC): A written plan developed by the CFT which includes the Family Vision, Strengths, Needs and Interventions. The POC may also include a Safety Plan. POC shall include the following elements:
- 2.65.1 Agreed upon and signed by the Family Team; Participant and Participant's family's statement of overall goal(s) or vision; Strengths of Participant and Participant's family member(s); Needs, as defined by specific life areas that must be met to achieve the goal(s) of Participant and Participant's family; Proactive and reactive Safety Plans; Type, frequency, and duration of intervention strategies and activities; Identification of financial responsibility for all POC components; and Desired outcomes of Wrap OC. The POC may include items to help Participant and/or the Participant's family comply with any orders of the Juvenile Court (dependency and/or Probation).
- 2.66 Pre-Enrollment Date: The date Participant is assigned to a Wrap OC Provider Agency to begin Wrap OC Program, but prior to the enrollment date.
- 2.67 Post-Enrollment Date: The date Participant is removed from an Enrolled Wrap OC referral slot. Participant and Participant's family may continue to be involved in Wrap OC with the Wrap OC Provider Agency for the duration of the POC in effect, up to three (3) months, after which Participant will conclude from Wrap OC. The length of the post-enrollment period is set in Participant's POC and must be approved

- by a Wrap OC liaison (or designee).
- 2.68 Provider Network Program (PNP): A network of agencies contracted to provide diverse and tailored services through a fee-for-service and outcome-based approach, for child/youth/NMD and families served in Wrap OC by SSA in partnership with HCA and Probation. This program is also known as Child Welfare Services Redesign Supportive Services (CWSRSS).
- 2.69 Quality Assurance (QA): The methods, including the use of interdisciplinary teams, established by ADMINISTRATOR to review processes, performance, and outcome measures, and identify opportunities for improvement.
- 2.70 Referral Slot: An allotted place in Wrap OC Program that includes an alpha-numeric identifier, which identifies the referring Agency and funding status of a case and is assigned to each Participant.
- 2.71 Safety Plan: A plan developed by the Wrap CFT, which includes Participant and Participant's family and/or caregiver(s), in conjunction with the POC. The Safety Plan provides Participant and Participant's family with actions, contacts, responses, and responsibilities to respond to crises, which a child/youth/NMD or family can reasonably predict, while in Wrap OC. It plans for Participants with histories of violence, sexual acting out, delinquency, and family members with histories of substance abuse and/or other problems. The Safety Plan shall address specific, identified behavioral issues and triggers to ensure these behaviors/triggers are mitigated and/or controlled. It also shall inform Participant's family, all Wrap CFT members and all Wrap OC service providers, as appropriate, of these plans to ensure they are aware of and knowledgeable about how to implement the crisis management strategy and how to contact the Wrap OC Provider Agency.
- 2.72 Satisfaction Surveys: Surveys that measure Participant's, Participant's families', and the referring Wrap OC Provider Agency's overall satisfaction with Wrap OC and its specific aspects in order to recognize strengths and identify opportunities for improvement.
- 2.73 Self-Sufficiency: The ability to secure the services and supports each Participant and Participant's family needs to meet the needs of the family and its individual



members, without continued assistance of Wrap OC Services.

- 2.74 Senate Bill (SB) 163: A bill that allows counties the flexible use of State foster care dollars designed to provide eligible child/youth/NMD with family-based service alternatives to congregate care and also known as Wraparound Services project; uses Wraparound as the process for creating individualized services and supports for Participants and their respective families; and serves child/youth/NMDs who are currently residing in, or at risk of being placed in, congregate care or an STRTP.
- 2.75 Short-Term Residential Therapeutic Program (STRTP): A residential facility operated by a public agency or private organization and licensed by CDSS pursuant to Section 1562.01 that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term 24-hour care and supervision to child/youth with the aim of moving the youth to a less restrictive environment within six months. The care and supervision provided by an STRTP shall be nonmedical, except as otherwise permitted by law. Private STRTPs shall be organized and operated on a nonprofit basis.
- 2.76 Special Incident: A significant event in Participant's life. Events may include, but not limited to, the following: Participant or Participant's family member's serious injury or death, occurrence of child/youth/NMD or dependent adult or elder maltreatment, hospitalization, delinquent acts, violence, property damage, AWOL/runaway episodes, illegal activity, and involvement with law enforcement.
- 2.77 Success: Measures that determine the overall impact of Wrap OC involvement with Participant and Participant's family at the time of closure. Measures may include, but not limited to: Participant's increased school attendance, Participant's improved academics, Participant residing in a family setting, decreased problematic behaviors, increased use of appropriate coping skills by Participant and/or Participant's family, and increased perception of met needs by Participant and/or Participant's family.
- 2.78 Supervised Independent Living Placement (SILP): A flexible non-licensed foster care placement available to NMD's participating in the EFC program. This type of placement is for young adults who are developmentally ready to live in a less-restrictive environment that is intended to provide an opportunity for independent

living experiences while receiving a safety net of support and services.

- 2.79 **Technical Assistance Meeting:** A structured meeting with WRIT, the referring party, and the Wrap OC Provider Agency that requested the meeting when a Wrap OC Team has reached a challenge in the Wrap OC process with a particular family. The meeting is facilitated by WRIT and is designed to provide support and assistance in moving the Wrap OC team forward, including Participant and Participant's family. The meeting shall be attended by the referring party and their supervisor, the Wrap OC Team's Care Coordinator, Parent Partner, Youth Partner, Supervisor, and WRIT members.
- 2.80 **Trauma-Informed Practice:** A strength-based framework grounded in an understanding of, and responsiveness to, the impact of trauma that emphasizes physical, psychological, and emotional safety for both survivors (Participants and Participants' families) and providers, and also creates opportunities for survivors/Participants and Participants' families to rebuild a sense of control and empowerment. Professionals who provide trauma-informed care and practice to child/youth/NMD and families involved with the child welfare system and/or the probation system, must understand the impact of trauma on child development and learn how to effectively minimize its effects without causing additional trauma.
- 2.81 **Treatment Foster Care Oregon – Orange County (TFCO-OC):** An evidence-based treatment model used to serve youth/NMD who exhibit high needs by providing an alternative to STRTP care for youth who meet the following requirements: eligible for Wrap OC, have an identified family with whom to live following Participant's involvement in TFCO-OC. TFCO-OC includes the use of treatment resource homes, located in the community, and a clinical team to help stabilize the TFCO-OC Participant's behavior. TFCO-OC also prepares Participant's after-care family to receive Participant into their home, typically within six to twelve (6-12) months.
- 2.82 **Tutor:** PNP Agency staff with demonstrated proficiency in the subject matter assigned, who assists students with queries and difficulties relating to the subject matter, and who has received additional training in tutoring child/youth/NMD with emotional and behavioral problems.
- 2.83 **Tutoring:** One-to-One instruction and academic coaching in one (1) or more

academic subject(s).

- 2.84 Units of Service (UOS): Medi-Cal billable service units billed at prescribed rates/time intervals; however, non-billable UOS also exist.
- 2.85 Ward(s): A person who is under the age of eighteen (18) years, when they violate a law defined as a crime of the State of California and within the jurisdiction of the Juvenile Court, which may adjudge such person to be a ward of the court and may place the person under supervision by Probation, pursuant to WIC Section 602.
- 2.86 Wraparound Fidelity Index (WFI): The survey process that measures eleven (11) elements of the Wrap OC process for Wrap OC Participant(s), Participant's primary caregiver, Parent Partner, Youth Partner, and Care Coordinator. The process is completed through brief, confidential telephone interviews with families who agree to participate, and it is administered by a neutral third party determined by the ADMINISTRATOR.
- 2.87 Wraparound Orange County (Wrap OC): A program authorized by the California Wraparound Standards as currently published in the All County Information Notice (ACIN) 1-52-15, including the FFPS and WIC section 4096.6 (AB 153), that allows the flexible use of State foster care dollars to provide eligible child/youth/NMD with family-based service alternatives to STRTP care. It is administered by SSA in partnership with HCA and Probation, and it provides a collaborative, highly individualized process for creating specific, unique resources and services to engage Participants and their families. It is designed to maximize the capacity of each family to meet the child/youth/NMD's needs, maintain child/youth/NMD's in a family-based setting and to prevent or reduce the need for STRTP placement.
- 2.88 Wraparound Oversight Group (WOG): A group that includes the Executive Director or Deputy Director-level representatives from SSA/CFS, HCA/Behavioral Health Services, and Probation. WOG receives reports from ADMINISTRATOR regarding program, fiscal, contract, evaluation, and training; ensures collaboration between agencies; and develops policy recommendations in keeping with Wraparound OC Plan, as approved by the County of Orange Board of Supervisors. WOG directs the reinvestment of any cost savings that may accrue as a result of Wrap OC.
- 2.89 Wraparound Parties Agreement Form: Sets ground rules and guidelines for

participation in the Wrap OC program.

- 2.90 Wraparound Review and Intake Team (WRIT): A group that includes a parent representative and representatives from SSA/CFS, HCA/Behavioral Health Services, Probation, CONTRACTOR, and Orange County Department of Education. WRIT reviews eligibility for Wrap OC and provides consultation to Wrap OC Provider Agencies through the Family Review Process.
- 2.91 Wrap OC Funding Model: The Wrap OC model, approved by the County of Orange Board of Supervisors and CDSS, which details the COUNTY's plan to use Wraparound funding to provide eligible child/youth/NMD with family-based service alternatives to STRTP care. The Wrap OC funding model utilizes a combination of funding from both child welfare services and Medi-Cal funds approved by HCA, as the County's Mental Health provider. Child welfare services funding enables Wrap OC to provide more strength-based, flexible services and supports to Participants and their families; whereas Medi-Cal funding, by definition, is restrictive, more deficit-based and requires extensive documentation to ensure services meet medical necessity, Medi-Cal guidelines, and claiming requirements.
- 2.92 Wrap OC Provider Agency: A community-based organization under contract with COUNTY to implement Wrap OC to a specific number of Participants and their respective families, including siblings and parent(s)/caregiver(s).
- 2.93 WRIT Technical Assistance Process: Technical assistance, consultation and support provided by WRIT to Wrap OC Provider Agencies that are experiencing challenges with moving Participant and Participant's family forward within the Wraparound process.
- 2.94 Youth Partner: Wrap OC Provider Agency staff that provides consistent, reinforcing support to Participant. Youth Partner shall assist Participant(s) in learning, practicing, and exhibiting pro-social behaviors, problem solving, and appropriate coping skills; mentor youth by modeling pro-social behavior, and encourage Participants to complete their Probation requirements, as may be applicable.
3. GOALS AND OUTCOME OBJECTIVES
- 3.1 Goals
- 3.1.1 CONTRACTOR shall screen, interview, and refer as many prospective

Parent Partners as needed to fill vacancy(ies) as soon as possible, when a Wrap OC Provider Agency has an opening for the Parent Partner position.

- 3.1.2 CONTRACTOR shall keep a file of prospective Parent Partner candidates that can be contacted when there is a vacant Parent Partner position.
- 3.1.3 CONTRACTOR shall maintain up-to-date information on the availability of resources within the community, verify such information, and assist Wrap OC Provider Agencies' staff to access resource services.
- 3.1.4 CONTRACTOR shall complete satisfaction surveys of Wrap OC Participants and their families, including telephone interviews utilizing the WFI survey to measure the impact of Wrap OC on the Participant, family, and service providers.

### 3.2 Outcomes

CONTRACTOR shall:

- 3.2.1 Offer a minimum of one hundred fifty (150) resource referrals per month to Wrap OC Provider Agencies.
- 3.2.2 Provide the following trainings at designated frequencies\*:
  - 3.2.2.1 New Parent Partner Training – a minimum of six (6) times annually;
  - 3.2.2.2 Parent Partner Professional Growth Support Group/Training – a minimum of six (6) times annually;
  - 3.2.2.3 Participation<sup>^</sup> in Wrap OC Training Committee – monthly;
  - 3.2.2.4 Wrap OC Core Training – a minimum of two (2) times annually;
  - 3.2.2.5 Wrap OC Overview Training – monthly; and
  - 3.2.2.6 Participation in and Support<sup>^</sup> of Wrap OC Institute Training – monthly.
  - 3.2.2.7 \*Trainings and frequency requirements may be modified by ADMINISTRATOR as deemed to be in the best interest of the County.

<sup>^</sup>Support and participation activities shall include, but not be limited to, the following: scheduling and paying speakers, as applicable; facilitating training and resource fairs; obtaining and providing

handouts for Participants, as applicable; and providing snacks or refreshments.

- 3.2.3 Track and provide evaluation results for all trainings delineated above in Subparagraph 3.2.2 of this Attachment A.
- 3.2.4 Complete Family Satisfaction surveys at time of commencement for each Participant per month. If unable to successfully contact prospective Participant, CONTRACTOR must complete a minimum of five (5) attempts per month using various contact modes (calls, text messages, email, U.S. mail, etc.) and document efforts made for families not surveyed.
- 3.2.5 Complete a WFI survey for each prospective survey respondent (youth, caregiver, Care Coordinator, Youth Partner, and Parent Partner) per month, at the four-month period using various contact modes (calls, text messages, email, U.S. mail, etc.). Document efforts made for Participants, Participants' families, and Wrap OC Provider Agency staff not surveyed.

#### 4. HOURS OF OPERATION

- 4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.
- 4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 19 and

shall not be reimbursed.

5. SERVICE STANDARDS

- 5.1 CONTRACTOR shall adhere to Wrap OC Standards, which are incorporated herein by reference, as outlined in this Contract, and determined and provided by Wraparound Oversight Group (WOG). CONTRACTOR shall participate with COUNTY and/or Wrap OC Provider Agencies in the development and delivery of ongoing Wrap OC training to Parent Partners. COUNTY shall provide continuing training to CONTRACTOR on Wrap OC Standards as deemed necessary by ADMINISTRATOR.
- 5.2 CONTRACTOR shall adhere to Wrap OC Standards and additional job specific standards provided by ADMINISTRATOR when training Parent Partners. CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload standards as set forth in this Contract and as authorized by COUNTY, without reducing the level of service to be provided by CONTRACTOR. This agreement must be in writing.
- 5.3 CONTRACTOR shall recruit Parent Partners to work for Wrap OC Provider Agencies and train Parent Partners in accordance with the California Wraparound Standards as currently published in the All County Information Notice (ACIN) 1-52-15, including the Family First Prevention Services Act (FFPSA) and Welfare and Institutions Code (WIC) section 4096.6 (Assembly Bill 153).
- 5.4 CONTRACTOR shall notify ADMINISTRATOR of the date(s) that a Parent Partner is screened and sent to a Wrap OC Provider Agency for potential employment. CONTRACTOR shall recruit and refer only those prospective Parent Partners who meet the hiring expectations as provided by ADMINISTRATOR in Paragraph 14 of this Attachment A. ADMINISTRATOR may, in its sole discretion, modify said expectations.
- 5.5 CONTRACTOR shall be required to ensure that Parent Partners are aware Wrap OC may be provided at any location in Orange County or outside the county, twenty-four (24) hours a day, seven (7) days a week.
- 5.6 CONTRACTOR shall provide services pursuant to this Contract in a manner that is culturally responsive and linguistically appropriate for the population(s) served.

CONTRACTOR shall continue to develop and implement policies and procedures that are culturally responsive and linguistically appropriate using standards provided by COUNTY. CONTRACTOR shall maintain documentation of such efforts, which may include, but are not limited to:

- 5.6.1 Participation in COUNTY sponsored and other applicable training;
  - 5.6.2 Availability of literature in multiple languages and formats as appropriate; and
  - 5.6.3 Identification of measures taken to enhance accessibility for, and responsiveness to, individuals and communities with physical, emotional, behavioral, or other challenges.
- 5.7 CONTRACTOR shall obtain annual updated clearances on CONTRACTOR's staff; maintain a method of obtaining timely and subsequent updated personnel records notifications including monitoring of Driver License suspensions, tickets, accidents, or other vehicular violations. If any subsequent negative record information is obtained, CONTRACTOR shall immediately, within twenty-four (24) hours, notify ADMINISTRATOR.
- 5.8 CONTRACTOR shall monitor the progress in receiving survey responses from Participant families and Wrap OC Provider staff. CONTRACTOR shall develop effective methods to overcome barriers, including engaging with Participants and Wrap OC Provider staff that may be resistant or delay to responding.
- 5.9 CONTRACTOR or ADMINISTRATOR may request case consultation through WRIT Technical Assistance Process.

6. INFORMATION AND REFERRAL DATABASE EXPECTATIONS

- 6.1 CONTRACTOR shall develop and maintain an Information and Referral Database with up-to-date information on available resources within Orange County and surrounding communities, such as community-based organizations providing food assistance, housing services, children's recreational activities, counseling services, automobile repair shops, etc.
- 6.2 CONTRACTOR shall foster relationships with community businesses to obtain donated goods and services for Wrap OC.
- 6.3 CONTRACTOR shall periodically verify service information with community-



based organizations and resource providers to ascertain accuracy of service information.

6.4 CONTRACTOR shall assist Wrap OC Provider Agencies to access resource services.

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

6.5.1 Resources provided to each Wrap OC Provider Agency;

6.5.2 All follow-up attempts;

6.5.3 A tracking log with date(s) when item(s) are picked up by each Wrap OC Provider Agency; and

6.5.4 Database usage.

## 7. SURVEY EXPECTATIONS

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

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

7.2 CONTRACTOR shall assign WFI identification numbers to Participants, Participants' families, Wraparound CFT as required, and Wrap OC Provider Agency staff; track those surveyed and their responses; document contacts, interviews, and scheduling times including all scheduling attempts; collect complete data from those surveyed, and enter data onto spreadsheets, as directed by ADMINISTRATOR.

7.2.1 If a Wrap OC Provider Agency staff does not respond to CONTRACTOR's request for WFI survey participation, CONTRACTOR shall contact the Wraparound OC Provider Agency's Wraparound Director to enlist the Director's assistance with obtaining the staff member's WFI responses. CONTRACTOR shall document all such

contacts to Wrap Directors and the results of those contacts.

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

8. FACILITIES

Services under this Contract shall be provided at:

Family Support Network

1894 N. Main St.

Orange, CA 92865

8.1 CONTRACTOR's facilities shall be safe, clean, and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended.

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

9. REPORTING REQUIREMENTS

In addition to the reporting requirements referenced in Paragraph 36 of this Contract, CONTRACTOR shall establish procedures, as approved by ADMINISTRATOR, to document Wrap OC Support Services fiscal and service delivery data. CONTRACTOR shall submit to ADMINISTRATOR Wrap OC Support Services data in formats that include, but are not limited to, monthly, quarterly, and annual year-to-date summaries, fiscal and service delivery data, and the following:

9.1 Monthly Report

9.1.1 CONTRACTOR shall develop and submit to ADMINISTRATOR by the twentieth (20th) calendar day of each month, and in a format approved by ADMINISTRATOR, reports including, but not limited to, the following:

9.1.1.1 Monthly costs incurred for recruiting and training Parent Partners;

9.1.1.2 Description of efforts made to recruit qualified Parent Partners;

9.1.1.3 Number of inquiries made by parties interested in enrolling in the Parent Partner training program;

- 9.1.1.4 Number of enrollments in the Parent Partner training program;
- 9.1.1.5 Number of individuals completing the Parent Partner training program;
- 9.1.1.6 Number of potential Parent Partners screened and referred to a Wrap OC Provider Agency;
- 9.1.1.7 Survey results from Post-training satisfaction, Family Satisfaction, and WFI, including “no response” data; and
- 9.1.1.8 The following resource development data:
  - 9.1.1.8.1 Number of resources;
  - 9.1.1.8.2 Types of resources;
  - 9.1.1.8.3 Resource updates;
  - 8.1.1.8.4 Number of requests for information and referrals;
  - 9.1.1.8.5 Actual number of referrals;
  - 9.1.1.8.6 Dates of the requests for information and referrals; and
  - 9.1.1.8.7 Response dates.
- 9.1.1.9 Any staff changes that occurred during the month and reason.
- 9.1.2 CONTRACTOR shall develop and submit to ADMINISTRATOR by the twentieth (20th) of each month, in a format approved by ADMINISTRATOR, a performance data report on the required Outcomes in Subparagraph 3.2 of this Attachment A including, but not limited to, the following:
  - 9.1.2.1 Number of resource referrals per month;
  - 9.1.2.2 Dates, number of attendees, presenters’ names and titles and training hours of the following trainings during the month:
    - 9.1.2.2.1 New Parent Partner Training;
    - 9.1.2.2.2 Parent Partner Professional Growth Group/Training;
    - 9.1.2.2.3 Participation in Wrap OC Training Committee;
    - 9.1.2.2.4 Wrap OC Core Training;
    - 9.1.2.2.5 Wrap OC Overview Training; and

9.1.2.2.6 Participation in and Support of Wrap OC Institute Training.

9.1.2.3 Evaluation data results for trainings listed in Subparagraph 9.1.2.2;

9.1.2.4 Survey attempt data for Family Satisfaction Surveys including, but not limited to, successful completion and number of attempts;

9.1.2.5 Survey attempt data for WFI Surveys including, but not limited to, successful completion, number of attempts, and attempts that required intervention of Wrap OC Provider Agencies' Director and associated outcomes; and

9.1.2.6 If CONTRACTOR is not progressing satisfactorily in achieving the terms/required Outcomes of this Contract, CONTRACTOR shall identify root cause of the performance and propose remedy to achieve satisfactory progress.

## 9.2 Quarterly and Annual Reports

9.2.1 CONTRACTOR shall prepare quarterly and annual reports aggregating the data submitted in the monthly reports in a format provided or approved by ADMINISTRATOR.

9.2.2 CONTRACTOR shall meet with ADMINISTRATOR's staff to discuss Miscellaneous Wrap OC Support Services Report(s) fiscal and programmatic trends and aggregated data in addition to quarterly written reports.

9.2.3 CONTRACTOR shall comply with ADMINISTRATOR's request for additional reports on CONTRACTOR's progress in Wrap OC Support Services. Reports shall be prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR will provide details as to the nature of the information requested in additional reports, and will allow CONTRACTOR thirty (30) calendar days to respond when possible.

## 9.3 Special Incident Report

9.3.1 CONTRACTOR shall complete a Special Incident Report as instructed by ADMINISTRATOR or in the event of any incidents of unusual,

aggressive, and/or high-risk behavior exhibited by a Participant and/or a Participant's family member(s); any serious injuries or death suffered by any party during any Participant's and/or Participant's family's participation in Wrap OC; breach in Participant and/or Participant's family member's confidentiality; and/or a Participant and/or a Participant's family member(s) exhibit inappropriate behavior. In such event(s), CONTRACTOR shall:

- 9.3.1.1 Use the Special Incident Report form provided by ADMINISTRATOR and state all details of the incident clearly and completely, including actions taken;
- 9.3.1.2 Notify ADMINISTRATOR, or designee, by telephone, immediately, within one (1) hour after learning of the occurrence;
- 9.3.1.3 Submit Special Incident Report to ADMINISTRATOR, or designee, within twenty-four (24) hours of the special incident; and
- 9.3.1.4 Report all threats of violence by Participant and/or Participant's family member(s) to ADMINISTRATOR, or assigned designee, including the assigned Deputy Probation Officer and/or Senior Social Worker and/or Mental Health clinician, immediately, within one (1) hour of learning of the occurrence.
- 9.3.1.5 Follow-up with ADMINISTRATOR, or designee, with any updated information related to Special Incident Report within twenty-four (24) hours of special incident report submission.

## 10. MEETINGS

CONTRACTOR agrees to:

- 10.1 Meet quarterly with WOG and monthly with WRIT to discuss trends, and to discuss and resolve any Wrap OC Program Support issues;
- 10.2 Participate with ADMINISTRATOR in the planning, design, and implementation of a Quality Improvement (QI) Program. CONTRACTOR shall participate in quarterly QI meetings with ADMINISTRATOR; and
- 10.3 Participate as an active member and attend scheduled meetings with

ADMINISTRATOR and Wrap OC Provider Agency staff. ADMINISTRATOR may, at its sole discretion, modify meetings to best meet the needs of the COUNTY. Meetings include, but are not limited to, the following:

- 10.3.1 Wrap OC Training Committee Meetings which meet monthly for one and a half (1½) hours to review upcoming training(s);
- 10.3.2 Wrap OC Provider Agency Meetings which are currently held the second Monday of each month or as determined by ADMINISTRATOR;
- 10.3.3 WRIT Meetings which are currently held every Wednesday, or as determined by ADMINISTRATOR, to review and discuss Participant's POC and case assignments; and
- 10.3.4 Technical Assistance Meetings which meet as requested. Meeting dates, time and duration may vary depending on Wrap OC Provider Agency needs for technical assistance.

## 11. UTILIZATION REVIEW

- 11.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to conduct Utilization Reviews (UR) to review and evaluate a random selection of case records. The review may include, but is not limited to, an evaluation of the necessity, appropriateness of services provided, and length of services. Cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.
- 11.2 ADMINISTRATOR may conduct a UR at CONTRACTOR's facility referenced in Paragraph 8 of this Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.
- 11.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's CFS staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of CFS for final resolution. Nothing in this Subparagraph shall affect COUNTY's termination

rights under Paragraph 41 of this Contract.

12. INVOICING

12.1 CONTRACTOR shall submit invoices and supporting documentation to ADMINISTRATOR in accordance with Subparagraph 20.3 of the Contract. Required supporting documentation to accompany invoices shall include, but is not limited to, the following:

12.1.1 A detailed list of applicable SSA costs in a format approved by ADMINISTRATOR; and

12.1.2 A salary and benefits worksheet and staff roster including, but not limited to, staff's name, contract position, position type, bilingual status, FTE, hours worked and hourly rate.

13. BUDGET

13.1 The annual budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

<u>STAFFING</u>	<u>FTE</u> <sup>(1)</sup>	<u>Position Type</u> <sup>(2)</sup>	<u>Maximum Hourly Rate</u> <sup>(3)</sup>	<u>Annual Budget</u>
Data Collection Specialist (bilingual)	1	D	\$19.00	
Executive Director	0.20	A	\$53.00	
Parent Partner Coordinator/Trainer	0.50	D	\$24.00	
Resource Specialist (bilingual)	1	D	\$18.41	
TOTAL SALARIES				\$124,835
TOTAL BENEFITS <sup>(4)</sup>				<u>\$ 18,725</u>
TOTAL SALARIES AND BENEFITS				\$143,560
SERVICES, SUPPLIES <sup>(5)</sup> , AND OPERATING EXPENSES <sup>(6)</sup>				\$ 31,440
TOTAL SALARIES, BENEFITS, SERVICES, SUPPLIES <sup>(5)</sup> , AND OPERATING EXPENSES <sup>(6)</sup>				\$175,000

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

position will be paid for under the terms of this Contract, regardless of the number of hours actually worked.

- (2) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.
- (3) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.
- (4) Employee Benefits include medical insurance, payroll taxes, worker’s compensation insurance, and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed fifteen percent (15%) of the actual salary expense claimed.
- (5) Services and supplies shall include independent audit, payroll processing, accounting consultant, IT/website, training, office expenses, program expense, telephone, and mileage expenses.
- (6) Operating expenses shall include facility lease/rental, equipment lease/rental, maintenance, utilities, and insurance.

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

13.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY’s maximum funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be



provided by CONTRACTOR. Further, in accordance with Paragraph 41 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment A. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

13.4 In the event the budget shown in Subparagraph 13.1 of this Attachment is modified, the modified budget shall remain in effect for the remainder of the Contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2023, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July 1st of each Contract year shall be identical to the most recently modified annual budget.

14. STAFFING REQUIREMENTS

14.1 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English. If Participant/family contact is required to obtain the required documentation or provide services, CONTRACTOR shall provide translation services for languages needed so that Participant(s)/families are provided services in their primary language.

14.2 CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit, hire, and retain trained personnel who are responsive to, understand, and can provide culturally responsive and linguistically appropriate services to the diversity of cultures/population which can be found among the Participants served by Wrap OC. CONTRACTOR shall employ staff with the background, training, and experience to Wrap OC Services.

14.3 CONTRACTOR shall document and track all recruitment and retention efforts and

make records available to ADMINISTRATOR upon request.

- 14.4 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to achieve service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English and demonstrate the ability to prepare clear, complete, and concise document, reports, and written communications. CONTRACTOR's staff shall have the language skills and cultural responsiveness necessary to communicate fully and effectively with Participants and Participants' families.
- 14.5 CONTRACTOR shall provide qualified bilingual staff as specified in this Attachment A. CONTRACTOR shall clearly identify bilingual staff positions in the budget and ensure the staff filling said positions are proficient in English and the specific language in which services are provided.
- 14.6 ADMINISTRATOR reserves the right to make modifications to minimum staffing education and experience requirements as deemed to be in the best interest of COUNTY.
- 14.7 CONTRACTOR shall hire staff with the education, language skills, and experience necessary to appropriately perform position duties described.
- 14.8 CONTRACTOR shall ensure that any potential Parent Partner possesses the following:
- 14.8.1 Experience in managing the care of an immediate family member, or being the caregiver for a child/youth who has been involved with the COUNTY's Child Welfare Services, Probation, or Mental Health System because of serious emotional or behavioral problems;
  - 14.8.2 At least two (2) years of full-time equivalent experience (paid or unpaid) accessing services to address serious emotional or behavioral problems;
  - 14.8.3 Familiarity with community resources; and
  - 14.8.4 Willingness to:
    - 14.8.4.1 Provide emotional support to Participant's family for the entire period Participant is enrolled in the Wrap OC program, though face-to-face meetings or via telephone;
    - 14.8.4.2 Be available to Participant's family on an on-call basis;

- 14.8.4.3 Ensure that all persons involved in the Wrap OC program treat Participant and Participant's family with respect;
  - 14.8.4.4 Provide resource information to Participant's family;
  - 14.8.4.5 Assist Participant's family in accessing strengths-based mental health, social services, educational services, and other supports as identified by the Wrap CFT;
  - 14.8.4.6 Assist Participant's family in ensuring that services provided are responsive to Participant's goals and needs, as identified by Participant and the Wrap CFT;
  - 14.8.4.7 Assist Participant's family in ensuring that the Wrap CFT is participating in all phases of developing and implementing the POC;
  - 14.8.4.8 Assist Participant's family in seeking new services and/or resources needed for Participant;
  - 14.8.4.9 Participate in bimonthly Parent Partner meetings, or as directed by ADMINISTRATOR; and
  - 14.8.4.10 Communicate with Wrap OC Provider Agencies to discuss all problems or issues in providing Wrap OC.
- 14.9 CONTRACTOR shall refer qualified prospective Parent Partner(s) to Wrap OC Provider Agency(ies) for potential employment.
- 14.10 CONTRACTOR shall collaborate with community support groups to identify potential Parent Partners.
- 14.11 CONTRACTOR shall provide the following minimum described staff positions and shall submit, in a format provided and/or approved by ADMINISTRATOR, monthly staffing reports to ADMINISTRATOR as described in Subparagraph 12.1.2 of this Attachment A. Staffing report shall include actual staff hours worked by position, and shall include the position title and monthly salary and benefits:
- 14.11.1 Data Collection Specialist
    - Duties
      - 14.11.1.1 Conduct satisfaction surveys for Wrap OC families when the Wrap OC Provider Agencies have submitted WRIT approved

Commencement Notices.

14.11.1.2 Perform the WFI survey for all consenting Wrap OC families and Wraparound team (Care Coordinator, Youth Partner, and Parent Partner), primarily during their fourth (4th) month in Wrap OC and enter survey data into the WFI database. Document efforts made for families not surveyed.

14.11.1.3 Collaborate with ADMINISTRATOR to recommend changes to ADMINISTRATOR's database to enhance reporting capabilities.

14.11.1.4 Collect Wrap OC survey information data (example: WFI Survey and Family Satisfaction Survey).

Qualifications

14.11.1.5 Bachelor's degree in a Human Services, or related field from an accredited college or university is preferred; Associate degree in statistics, research, math, accounting, or social services related field, is required; proficiency in English with excellent communication skills; bilingual, based on community language need is preferred; proficiency in Microsoft Word and Excel; and demonstrated ability to complete all required forms and documents accurately and timely.

14.11.2 Executive Director

Duties

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

14.11.2.2 Appoint and terminate contracted staff, as needed.

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

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

14.11.2.5 Act as CONTRACTOR's liaison with WOG.

14.11.2.6 Meet weekly with CONTRACTOR's Wrap OC administrative staff for ongoing supervision and support.

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

#### Qualifications

14.11.2.8 Master's degree in a Human Services, or related field from an accredited college or university, is preferred. Bachelor's degree in a Human Services, or related field from an accredited college or university is required.

14.11.2.9 Three (3) years of administrative experience in the development and delivery of a full range of mental health services, is preferred.

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

#### 14.11.3 Parent Partner Coordinator/Trainer

##### Duties

14.11.3.1 Report to the Executive Director.

14.11.3.2 Supervise Resource Specialist and Data Collection Specialist staff.

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

14.11.3.4 Monitor program outcomes.

14.11.3.5 Participate in weekly administrative and staff meetings.

14.11.3.6 Attend all required training sessions.

14.11.3.7 Act as Wraparound Liaison, which includes, but is not limited to, the following duties: attend WRIT and Technical Assistance meetings as determined by ADMINISTRATOR.

- 14.11.3.8 Act as CONTRACTOR's liaison with WRIT to discuss trends and to discuss and resolve any Wrap OC Support issues.
- 14.11.3.9 Attend trainings as required by ADMINISTRATOR and/or CDSS.
- 14.11.3.10 Recruit potential Parent Partners.
- 14.11.3.11 Provide Wrap OC Overview Training and trainings to Wraparound Support Services Trainers.
- 14.11.3.12 Act as Parent Partner Trainer, which includes, but is not limited to, the following duties: develop and compile training materials in conjunction with the Wrap OC Training Committee, conduct training sessions for new Parent Partners and take the lead in Parent Partner Professional Growth; identify Wrap OC applicable training topics; ensure consistency and conformity to training protocols; disseminate new Wrap OC information to Parent Partners; participate in Wrap OC Overview and Wrap OC Core Training; and compile training statistics for all Wrap OC trainings.
- 14.11.3.13 Collaborate with staff from CDSS, Wrap OC Provider Agencies, and local Wraparound providers to implement a variety of Wrap OC projects and/or trainings, as determined by ADMINISTRATOR.

#### Qualifications

- 14.11.3.14 Bachelor's degree in social work, psychology, nursing, occupational therapy, or education, from an accredited college or university; a minimum of two (2) years of supervision experience; one (1) year of experience working with multi-disciplinary teams in a social services or related field; one (1) year of experience in training development and public speaking; one (1) year of experience working with children/NMD with special needs; and proficiency in English.

#### 14.11.4 Resource Specialist

### Duties

- 14.11.4.1 Maintain an up-to-date information and referral database on the availability of resources within Orange County and surrounding communities, such as community-based organizations, as well as resource providers.
- 14.11.4.2 Identify and develop resources to be added to the database by utilizing telephone calls, e-mails, U.S. mail, in-person contacts, etc. within the community.
- 14.11.4.3 Verify service information with community-based organizations and resource providers on a quarterly basis.
- 14.11.4.4 Assist Wrap OC Provider Agencies to access resource services.
- 14.11.4.5 Coordinate an annual resource fair for Wrap OC Institute Training.

### Qualifications

- 14.11.4.6 High school diploma or General Education Development certificate; knowledge of community resources; proficiency in Microsoft Word and Excel, and Internet searching; excellent communication skills; proficiency in English; and bilingual, based on community language need, is preferred.

## 15. TRAINING

- 15.1 CONTRACTOR shall partner with ADMINISTRATOR, as requested, to train Wrap OC Provider Agency staff, including Parent Partners, in the usage of ADMINISTRATOR's database.
- 15.2 CONTRACTOR shall prepare reports, as outlined in Paragraph 9 of this Attachment A, summarizing Wrap OC trainings conducted and related information, including but not limited to: training dates, number of attendees, presenters' names and titles, and training hours. CONTRACTOR shall also conduct training evaluations and provide ADMINISTRATOR with results of training evaluations and training hours.
- 15.3 CONTRACTOR shall be required to participate in the development of additional training and training materials for Parent Partners, Care Coordinators, Wrap OC

Provider Agency staff and ADMINISTRATOR staff, as determined by COUNTY.

#### 15.4 New Parent Partner Training

- 15.4.1 CONTRACTOR shall train Parent Partners to assist Participants' families with the goal of providing the least-restrictive, most family-like settings possible to children/youth/NMDs.
- 15.4.2 CONTRACTOR shall provide certification training (i.e., New Parent Partner Training) at least six (6) times per calendar year. ADMINISTRATOR will provide Wraparound OC philosophy and policies to CONTRACTOR to include in certification training.
- 15.4.3 Training may be cancelled or postponed to a later date upon mutual agreement between the Parent Partner, Wrap OC Provider Agency, and CONTRACTOR.
- 15.4.4 CONTRACTOR shall retain sign-in sheets or attendance records collected at each Monthly Parent Partner training to verify attendance.
- 15.4.5 CONTRACTOR shall ensure that Parent Partners are familiar with and have a detailed knowledge of the following Wrap OC program elements:
  - 15.4.5.1 Wrap OC Referral Process, including, but not limited to: source of referral, referral reason, referral date, and enrollment date;
  - 15.4.5.2 Intake concerns, including, but not limited to: abuse/neglect by parent(s); Participant's progress and/or behavior in the school/community; and/or Participant's acting out, alcohol/substance use, and aggressiveness;
  - 15.4.5.3 Required Participant demographics, including, but not limited to: name, gender, unique case number, address, date of birth, race, ethnicity, and primary language of Participant and family;
  - 15.4.5.4 Placement, including, but not limited to: caregiver's name and relationship to Participant, and placement at the time of Participant's referral;
  - 15.4.5.5 Participant's medical status and medical needs in order to ensure needs are addressed in POC and case management;
  - 15.4.5.6 Participant's legal status, including, but not limited to: Ward or



Dependent of the Juvenile Court and/or engaged in Family Reunification, Family Maintenance, Voluntary Family Services, or Adoption Assistance Program;

15.4.5.7 Participant's school status and aware of Participant's educational needs in order to ensure educational needs are addressed in the POC and case management;

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

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

15.4.5.10 Outcome measurements, including Participant's emotional, behavioral, and social status;

15.4.5.11 Family Satisfaction Survey(s) and WFI; and

15.4.5.12 ADMINISTRATOR's database, when accessible.

#### 15.5 Parent Partner Professional Growth Support Group/Training

15.5.1 CONTRACTOR shall provide a minimum of six (6) Parent Partner Professional Growth Support Group/Training meetings annually.

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

#### 15.6 Wrap OC Training Committee shall comprise of staff from the Wrap OC Provider Agencies, CONTRACTOR, and ADMINISTRATOR.

15.6.1 CONTRACTOR shall participate monthly with the Wrap OC Training Committee to:

15.6.1.1 Review and evaluate Wrap OC training effectiveness;

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

15.6.1.3 Delivery of ongoing Wrap OC training.

15.6.2 CONTRACTOR shall participate in the Wrap OC Training Committee and help conduct and track attendance of Wrap OC trainings, as requested by ADMINISTRATOR. Training shall include, but not be limited to, Wrap OC Core Training and Wrap OC Overview Training.

#### 15.7 Wrap OC Core Training

The Wrap OC Core Training is held at minimum, twice annually to train new Parent Partners, Care Coordinators, Youth Partners, and other Wrap OC Provider Agency and/or ADMINISTRATOR staff required to receive this training, as determined by ADMINISTRATOR.

15.7.1 The Wrap OC Core Training is coordinated and provided by the Wrap OC Training Committee. The training is held in one of the Wrap OC Provider Agencies offices, COUNTY facility, or virtual platform , depending upon availability. ADMINISTRATOR reserves the right to change the location/modality of the training as deemed necessary.

15.7.2 CONTRACTOR shall participate in the development of training materials and provide training for the Wrap OC Core Training as part of the Wrap OC Training Committee.

#### 15.8 Wrap OC Overview Training

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

15.8.1 The Wrap OC Overview Trainings is held in the offices of one of the Wrap OC Provider Agencies, COUNTY facility, or virtual platform, as needed. ADMINISTRATOR reserves the right to change the location/modality of the training as deemed necessary.

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

### 15.9 Wrap OC Institute Training

Wrap OC Institute is a mandatory monthly training designed to provide a forum for dissemination of training to WRIT and Wrap OC Provider Agencies on a wide range of applicable topics. The purpose of the training is to increase Wrap OC staff knowledge and skills related to the Wrap OC process, service delivery and resource linkages, enhance collaboration among providers and community partners, and strengthen positive outcomes for children/youth, young adults, and families.

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

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

## 16. QUALITY ASSURANCE/QUALITY CONTROL

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

16.1.1 The method for ensuring the services, deliverables, and requirements defined in this Contract are being provided at or above the level of quality per this Contract;

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

16.1.3 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.