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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST  
FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

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

W I T N E S S E T H:

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

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

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

WHEREAS, the amended Wraparound Orange County Plan and Memorandum of 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.

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

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1           1.    TERM

2           The term of this Agreement shall commence on July 1, 2018, and terminate  
3           on June 30, 2021~~2~~, unless earlier terminated pursuant to the provisions of  
4           Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to  
5           perform such duties as would normally extend beyond this term, including, but  
6           not limited to, obligations with respect to indemnification, audits, reporting,  
7           and accounting. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
8           extend the term of this Agreement, for up to twelve (12) additional months upon  
9           the same terms and conditions, provided that COUNTY's maximum obligation as  
10          stated in Subparagraph 19.1 of this Agreement does not increase as a result. This~~  
11          Agreement may be renewed thereafter for one (1) additional one-year term upon  
12          mutual agreement of both Parties. The County does not have to provide a reason  
13          if it elects not to renew this Agreement.

14          2.    ALTERATION OF TERMS

15           2.1 This Agreement, including any Exhibit(s) attached hereto and  
16           incorporated by reference, fully expresses all understandings of  
17           the parties and is the total Agreement between the parties as to  
18           the subject matter of this Agreement. No addition to, or  
19           alteration of, the terms of this Agreement, whether written or  
20           verbal, are valid or binding unless made in the form of a written  
21           amendment to this Agreement which is formally approved and  
22           executed by both parties.

23           2.2 The various headings, numbers, and organization herein are for  
24           the purpose of convenience only and shall not limit or otherwise  
25           affect the Agreement.

26          3.    STATUS OF CONTRACTOR

27           3.1 CONTRACTOR is, and shall at all times be deemed to be, an  
28           independent contractor, and shall be wholly responsible for the

1 manner in which it performs the services required of it by the  
2 terms of this Agreement. Nothing herein contained shall be  
3 construed as creating the relationship of employer and employee,  
4 or principal and agent, between COUNTY and CONTRACTOR or any of  
5 CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively  
6 the responsibility for the acts of its employees or agents as they  
7 relate to services to be provided during the course and scope of  
8 their employment.

9 3.2 CONTRACTOR, its agents, and employees shall not be entitled to  
10 any rights and/or privileges of COUNTY employees, and shall not  
11 be considered in any manner to be COUNTY employees.

12 4. DESCRIPTION OF SERVICES AND STAFFING

13 4.1 CONTRACTOR agrees to provide those services, facilities,  
14 equipment, and supplies, as described in the Exhibits to the  
15 Agreement between County of Orange and Olive Crest, for the  
16 Provision of Wraparound Orange County Direct Services, attached  
17 hereto and incorporated herein by reference: Exhibit "A" relating  
18 to Direct Services, and Exhibit "B" relating to Definitions.  
19 CONTRACTOR shall operate continuously throughout the term of this  
20 Agreement with the number and type of staff described and as  
21 required for provision of services hereunder.

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

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

1 5. LICENSES AND STANDARDS

2 5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
3 required by the laws of the United States, State of California  
4 (hereinafter referred to as "State"), County of Orange, and all  
5 other appropriate governmental agencies to perform the services  
6 described in this Agreement, and agrees to maintain these licenses  
7 and permits in effect for the duration of this Agreement. Further,  
8 CONTRACTOR warrants that its employees shall conduct themselves  
9 in compliance with such laws and licensure requirements,  
10 including, without limitation, compliance with laws applicable to  
11 sexual harassment and ethical behavior.

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

23 5.2.1 For federally funded Agreements in the amount of \$25,000  
24 or more, CONTRACTOR certifies that its officers and/or principals are not  
25 debarred or suspended from federal financial assistance programs and/or  
26 activities.

27 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

28 6.1 Delegation and Assignment

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

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

6.2 Change of Ownership

6.2.1 CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, 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 Agreement and complete them to the satisfaction of COUNTY."

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~~6.25~~.3 Subcontracts

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



1 shall include in each subcontract any provision ADMINISTRATOR may require.

2 ~~6.2.1~~ 6.3.1 Subcontracts of \$50,000 or less

3 CONTRACTOR shall develop a standard form Purchase Order,  
4 subject to prior written approval of ADMINISTRATOR, to be utilized for the  
5 purchase of services by CONTRACTOR when the cumulative total cost of the services  
6 to be provided by any organization is anticipated to be fifty thousand dollars  
7 (\$50,000) or less during the term of this Agreement. The basis for costs  
8 incurred by any such Purchase Order(s) shall be the actual cost of providing  
9 services or the usual and customary charges established by the organization(s)  
10 providing the services.

11 ~~6.2.2~~ 6.3.2 Subcontracts in excess of \$50,000

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

23 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
24 procurement system, CONTRACTOR shall comply with such procurement system in  
25 obtaining subcontracts with a total cost in excess of fifty thousand dollars  
26 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall  
27 obtain ADMINISTRATOR's written consent prior to entering into a subcontract  
28 with any organization when the total cumulative cost of services to be provided

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1 by that organization is anticipated to exceed fifty thousand dollars (\$50,000)  
2 during the term of this Agreement.

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

9 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

10 7.1 Form of Business Organization

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

15 7.1.1 The form of CONTRACTOR's business organization, i.e.,  
16 proprietorship, partnership, corporation, etc.

17 7.1.2 A detailed statement indicating the relationship of  
18 CONTRACTOR, by way of ownership or otherwise, to any  
19 parent organization or individual.

20 7.1.3 A detailed statement indicating the relationship of  
21 CONTRACTOR to any subsidiary business organization or  
22 to any individual who may be providing services,  
23 supplies, material, or equipment to CONTRACTOR or in  
24 any manner does business with CONTRACTOR under this  
25 Agreement.

26 7.2 Change in Form of Business Organization

27 If, during the term of this Agreement, the form of CONTRACTOR's  
28 business organization changes, or the ownership of CONTRACTOR changes, or

1 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under  
2 this Agreement changes. CONTRACTOR shall promptly notify ADMINISTRATOR, in  
3 writing, detailing such changes. A change in the form of business organization  
4 may, at COUNTY's sole discretion, be treated as an attempted assignment of  
5 rights or delegation of duties of this Agreement.

6 8. NON-DISCRIMINATION

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

18 8.2 CONTRACTOR shall furnish any and all information requested by  
19 ADMINISTRATOR and shall permit ADMINISTRATOR access, during  
20 business hours, to books, records, and accounts in order to  
21 ascertain CONTRACTOR's compliance with Paragraph 8 et seq.

22 8.3 Non-Discrimination in Employment

23 8.3.1 CONTRACTOR shall comply with Executive Order 11246,  
24 entitled "Equal Employment Opportunity," as amended by  
25 Executive Order 11375 and as supplemented in Department  
26 of Labor regulations (Title 41 CFR Part 60).

27 8.3.2 All solicitations or advertisements for employees  
28 placed by or on behalf of CONTRACTOR shall state that

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

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

15 California Department of Social Services

16 Public Inquiry and Response Bureau

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

18 Sacramento, CA 95814

19 Telephone: (800) 952-5253

20 (800) 952-8349 (For the hard of hearing)

21 8.4 Non-Discrimination in Service Delivery

22 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the  
23 Civil Rights Act of 1964, as amended; Section 504 of  
24 the Rehabilitation Act of 1973, as amended; the Age  
25 Discrimination Act of 1975, as amended; the Food Stamp  
26 Act of 1977, as amended, and in particular 7 CFR  
27 section 272.6; Title II of the Americans with  
28 Disabilities Act of 1990, as amended; California Civil

1 Code Section 51 et seq., as amended; California  
2 Government Code (CGC) Sections 11135-11139.5, as  
3 amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
4 Section 4450; Title 22, California Code of Regulations  
5 (CCR) Sections 98000-98413; the Dymally-Alatorre  
6 Bilingual Services Act (CGC Section 7290-7299.8);  
7 Section 1808 of the Removal of Barriers to Interethnic  
8 Adoption Act of 1996; and other applicable federal and  
9 State laws, as well as their implementing regulations  
10 (including Title 45 CFR Parts 80, 84, and 91; Title 7  
11 CFR Part 15; and Title 28 CFR Part 42), and any other  
12 law pertaining to Equal Employment Opportunity,  
13 Affirmative Action, and Nondiscrimination, as each may  
14 now exist or be hereafter amended. CONTRACTOR shall  
15 not implement any administrative methods or procedures  
16 which would have a discriminatory effect or which would  
17 violate the California Department of Social Services  
18 (CDSS) Manual of Policies and Procedures (MPP) Division  
19 21, Chapter 21-100. If there are any violations of  
20 this Paragraph, CDSS shall have the right to invoke  
21 fiscal sanctions or other legal remedies in accordance  
22 with WIC Section 10605, or CGC Sections 11135-11139.5,  
23 or any other laws, or the issue may be referred to the  
24 appropriate federal agency for further compliance  
25 action and enforcement of Subparagraph 8.4 et seq.

26 8.4.2 CONTRACTOR shall provide any and all clients desirous  
27 of filing a formal complaint any and all information  
28 as appropriate:

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

8.4.2.2 Discrimination Complaint Form

8.4.2.3 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. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

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

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

1 Orange, CA 92868

2  
3 CONTRACTOR: Olive Crest  
4 2130 E. 4<sup>th</sup> Street, Suite 200  
5 Santa Ana, CA 92705

6 9.2 All notices shall be deemed effective when in writing and deposited  
7 in the United States mail, first class, postage prepaid and  
8 addressed as above. Any communications, including notices,  
9 requests, claims, correspondence, reports, and/or statements  
10 authorized or required by this Agreement addressed in any other  
11 fashion shall be deemed not given. The parties each may designate  
12 by written notice from time to time, in the manner aforesaid, any  
13 change in the address to which notices must be sent.

14 10. NOTICE OF DELAYS

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

20 11. INDEMNIFICATION

21 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
22 writing by COUNTY, and hold U.S. Department of Health and Human  
23 Services, the State, COUNTY, and their elected and appointed  
24 officials, officers, employees, agents, and those special  
25 districts and agencies which COUNTY's Board of Supervisors acts  
26 as the governing Board ("COUNTY INDEMNITEES") harmless from any  
27 claims, demands, or liability of any kind or nature, including,  
28 but not limited to, personal injury or property damage arising

1 from or related to the services, products, or other performance  
2 provided by CONTRACTOR pursuant to this Agreement. If judgment  
3 is entered against CONTRACTOR and COUNTY by a court of competent  
4 jurisdiction because of the concurrent active negligence of COUNTY  
5 or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability  
6 will be apportioned as determined by the court. Neither party  
7 shall request a jury apportionment.

8 12. INSURANCE

9 12.1 Prior to the provision of services under this Agreement,  
10 CONTRACTOR agrees to purchase all required insurance at  
11 CONTRACTOR's expense, including all endorsements required herein,  
12 necessary to satisfy COUNTY that the insurance provisions of this  
13 Agreement have been complied with. CONTRACTOR agrees to keep such  
14 insurance coverage, Certificates of Insurance and endorsements on  
15 deposit with ADMINISTRATOR during the entire term of this  
16 Agreement. In addition, all subcontractors performing work on  
17 behalf of CONTRACTOR pursuant to this Agreement shall obtain  
18 insurance subject to the same terms and conditions as set forth  
19 herein for CONTRACTOR.

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



1 insurance prior to allowing any subcontractor to begin work. Such  
2 proof of insurance must be maintained by CONTRACTOR through the  
3 entirety of this Agreement for inspection by COUNTY  
4 representative(s) at any reasonable time.

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

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

20 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be  
21 absolute and irrespective of any duty to indemnify or  
22 hold harmless; and

23 12.3.3 The provisions of California Civil Code Section 2860  
24 shall apply to any and all actions to which the duty  
25 to defend stated above applies, and CONTRACTOR'S SIR  
26 provisions shall be interpreted as though CONTRACTOR  
27 was an insurer and COUNTY was the insured.

28 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY

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

12.5 Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory

1	Employer’s Liability Insurance	\$1,000,000 per occurrence
2	Network Security & Privacy Liability	\$1,000,000 per claims made
3	Professional Liability Insurance	\$1,000,000 per claims made
4		\$1,000,000 aggregate
5	Sexual Misconduct Liability	\$1,000,000 per occurrence

6       12.8 Required Coverage Forms

7               12.8.1 Commercial General Liability coverage shall be written  
8                               on Insurance Services Office (ISO) form CG 00 01 or a  
9                               substitute form providing liability coverage at least  
10                              as broad.

11              12.8.2 Business Auto Liability coverage shall be written on  
12                              ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a  
13                              substitute form providing coverage at least as broad.

14       12.9 Required Endorsements

15              12.9.1 Commercial General Liability policy shall contain the  
16                              following endorsements, which shall accompany the  
17                              Certificate of Insurance:

18              12.9.1.1 An Additional Insured endorsement using ISO  
19                              form CG 20 26 04 13, or a form at least as broad,  
20                              naming the County of Orange, its elected and  
21                              appointed officials, officers, agents and  
22                              employees, as Additional Insureds or provide  
23                              blanket coverage, which will state AS REQUIRED BY  
24                              WRITTEN CONTRACT.

25              12.9.1.2 A primary non-contributing endorsement using  
26                              ISO form CG 20 01 04 13, or a form at least as  
27                              broad, evidencing that CONTRACTOR’s insurance is  
28                              primary and any insurance or self-insurance

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maintained by the County of Orange shall be excess and non-contributing.

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

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

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

12.10 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.

12.11 All insurance policies required by this Agreement 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.

12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for 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

1 suspend or terminate this Agreement.

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

7 12.14 The Commercial General Liability policy shall contain a  
8 severability of interests clause also known as a "separation of  
9 insureds" clause (standard in the ISO CG 0001 policy).

10 12.15 Insurance certificates should be mailed to COUNTY at the address  
11 indicated in Paragraph 9 of this Agreement.

12 12.16 If CONTRACTOR fails to provide the insurance certificates and  
13 endorsements within seven (7) days of notification by CEO/County  
14 Procurement Office or ADMINISTRATOR, award may be made to the next  
15 qualified proponent.

16 12.17 COUNTY expressly retains the right to require CONTRACTOR to  
17 increase or decrease insurance of any of the above insurance types  
18 throughout the term of this Agreement. Any increase or decrease  
19 in insurance will be as deemed by County of Orange Risk Manager  
20 as appropriate to adequately protect COUNTY.

21 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
22 insurance requirements. If CONTRACTOR does not deposit copies of  
23 acceptable certificates of insurance and endorsements with COUNTY  
24 incorporating such changes within thirty (30) days of receipt of  
25 such notice, this Agreement may be in breach without further notice  
26 to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

27 12.19 The procuring of such required policy or policies of insurance  
28 shall not be construed to limit CONTRACTOR's liability hereunder

1 nor to fulfill the indemnification provisions and requirements of  
 2 this Agreement, nor act in any way to reduce the policy coverage  
 3 and limits available from the insurer.

4 13. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

7 13.1 Any instance in which CONTRACTOR becomes a party to any litigation  
 8 against COUNTY, or a party to litigation that may reasonably affect  
 9 CONTRACTOR's performance under this Agreement. While CONTRACTOR  
 10 is required to provide this information without prompting from  
 11 COUNTY, any time there is a change to CONTRACTOR's litigation  
 12 status, CONTRACTOR must also provide an update to COUNTY whenever  
 13 requested by COUNTY.

14 ~~13.1~~ 13.2 Any accident or incident relating to services performed under  
 15 this Agreement that involves injury or property damage which may  
 16 result in the filing of a claim or lawsuit against CONTRACTOR  
 17 and/or COUNTY.

18 ~~13.2~~ 13.3 Any third party claim or lawsuit filed against CONTRACTOR  
 19 arising from or relating to services performed by CONTRACTOR under  
 20 this Agreement.

21 ~~13.3~~ 13.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
 22 property.

23 13.5 Any loss, disappearance, destruction, misuse or theft of any kind  
 24 whatsoever of COUNTY property, monies or securities entrusted to  
 25 CONTRACTOR under the term of this Agreement.

26 ~~13.4~~ 13.6 Any Notice of Contract Breach, or equivalent, received from  
 27 any entity for whom CONTRACTOR is providing the same or similar  
 28 services, under a written agreement, regardless of service

location or jurisdiction.

14. CONFLICT OF INTEREST

14.1 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 Agreement. 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.

14.2 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, Agreement 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.

~~CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR, CONTRACTOR's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other~~

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1 ~~considerations which could be deemed to influence or appear to influence COUNTY~~  
2 ~~staff or elected officers from acting in the best interests of COUNTY.~~

3 15. ANTI-PROSELYTISM PROVISION

4 No funds provided directly to institutions or organizations to provide  
5 services and administer programs under Title 42 United States Code (USC) Section  
6 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or  
7 proselytization, except as otherwise permitted by law.

8 16. SUPLANTING GOVERNMENT FUNDS

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

18 17. EQUIPMENT

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



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CONTRACTOR further agrees to the following:

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

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

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

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

17.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service

1 or activity under the terms of this Agreement. COUNTY may refuse  
2 reimbursement for any costs resulting from Capital Equipment  
3 purchased which are incurred by CONTRACTOR, if prior written  
4 approval has not been obtained from ADMINISTRATOR.

5 17.3 Personal Computer Equipment

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

14 18. BREACH SANCTIONS

15 18.1 Failure by CONTRACTOR to comply with any of the provisions,  
16 covenants, or conditions of this Agreement shall be a material  
17 breach of this Agreement. In such event, ADMINISTRATOR may, and  
18 in addition to immediate termination and any other remedies  
19 available at law, in equity, or otherwise specified in this  
20 Agreement:

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

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

28 18.1.3Offset against any monies billed by CONTRACTOR but yet

unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

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

19. PAYMENTS

19.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$9,750,000~~\$13,000,000, or actual allowable costs, whichever is less. The annual amount for each twelve (12) month period is as follows:

- 19.1.1 \$3,250,000 for July 1, 2018 through June 30, 2019;
- 19.1.2 \$3,250,000 for July 1, 2019 through June 30, 2020; ~~and~~
- 19.1.3 \$3,250,000 for July 1, 2020 through June 30, 2021-;
- and
- ~~19.1.3~~19.1.4 \$3,250,000 for July 1, 2021 through June 30, 2022.

19.2 Allowable Costs

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

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

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1 [2019, 2020, 2021, and 2022 during the month of such anticipated expenditure.](#)

2 ~~19.2~~19.3 Claims

3 ~~19.2.1~~19.3.1 CONTRACTOR shall submit monthly claims to  
4 be received by ADMINISTRATOR no later than the  
5 fifteenth (15<sup>th</sup>) calendar day of the month for expenses  
6 incurred in the preceding month, except as detailed  
7 below in Subparagraph 19.3.4. In the event the  
8 fifteenth (15<sup>th</sup>) calendar day falls on a weekend or  
9 COUNTY holiday, CONTRACTOR shall submit the claim the  
10 next business day. COUNTY holidays include New Year's  
11 Day, Martin Luther King Day, President Lincoln's  
12 Birthday, Presidents' Day, Memorial Day, Independence  
13 Day, Labor Day, Columbus Day, Veterans Day,  
14 Thanksgiving Day, Friday after Thanksgiving Day, and  
15 Christmas Day.

16 ~~19.2.2~~19.3.2 All claims must be submitted on a form  
17 approved by ADMINISTRATOR. ADMINISTRATOR may require  
18 CONTRACTOR to submit supporting source documents with  
19 the monthly claim, including, inter alia, a monthly  
20 statement of services, general ledgers, supporting  
21 journals, time sheets, invoices, canceled checks,  
22 receipts, and receiving records, some of which may be  
23 required to be copied. Source documents that  
24 CONTRACTOR must submit shall be determined by  
25 ADMINISTRATOR and/or COUNTY's Auditor-Controller.  
26 CONTRACTOR shall retain all financial records in  
27 accordance with Paragraph 25 of this Agreement.

28 ~~19.2.3~~19.3.3 Payments should be released by COUNTY

1 within a reasonable time period of approximately thirty  
2 (30) days after receipt of a correctly completed claim  
3 form and required supporting documentation.

4 ~~19.2.4~~19.3.4 Year End and Final Claims

5 ~~19.2.4.1~~19.3.4.1 CONTRACTOR shall submit a final claim  
6 for each COUNTY fiscal year, July 1 through June  
7 30, covered under the term of this Agreement, as  
8 stated in Paragraph 1, by no later than August 30<sup>th</sup>  
9 of each corresponding COUNTY fiscal year. Claims  
10 received after August 30<sup>th</sup> of each corresponding  
11 COUNTY fiscal year may, at ADMINISTRATOR's sole  
12 discretion, not be reimbursed. ADMINISTRATOR may  
13 modify the date upon which the final claim per each  
14 COUNTY fiscal year must be received, upon written  
15 notice to CONTRACTOR.

16 ~~19.2.4.2~~19.3.4.2 The basis for final settlement shall  
17 be the actual allowable costs as defined in Title  
18 45 CFR and 2 CFR, Part 200, incurred and paid by  
19 CONTRACTOR pursuant to this Agreement; limited,  
20 however, to the maximum obligation of COUNTY. In  
21 the event that any overpayment has been made,  
22 COUNTY may offset the amount of the overpayment  
23 against the final payment. In the event  
24 overpayment exceeds the final payment, CONTRACTOR  
25 shall pay COUNTY all such sums within five (5)  
26 business days of notice from COUNTY. Nothing  
27 herein shall be construed as limiting the remedies  
28 of COUNTY in the event an overpayment has been

made.

~~19.2.5~~Seventy-Five Percent Authorization Notification

~~19.2.5.1~~19.3.4.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy five percent (75%) of the total contract authorizations under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to ADMINISTRATOR.

20. OVERPAYMENTS

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

21. OUTSTANDING DEBT

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

22. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

1 COUNTY will maximize the use of Early and Periodic Screening Diagnosis  
2 and Treatment Program (EPSDT) funding when children and families are determined  
3 to have an eligible condition. COUNTY will provide training for CONTRACTOR on  
4 EPSDT charting requirements and will facilitate the processing of EPSDT funding  
5 claims. CONTRACTOR shall comply with these requirements for EPSDT eligible  
6 children and their families and shall facilitate the processing of EPSDT funding  
7 claims. CONTRACTOR understands that in order to participate in this funding  
8 opportunity, agreements with both ADMINISTRATOR and County of Orange Health  
9 Care Agency shall be required.

10 23. FINAL REPORT

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

17 24. INDEPENDENT AUDIT

18 24.1 CONTRACTOR shall employ a licensed certified public accountant  
19 who shall prepare and file with ADMINISTRATOR an annual  
20 organization-wide audit of related expenditures during the term  
21 of this Agreement in compliance with the 31 USC 7501 - 7507, as  
22 well as its implementing regulations under 2 CFR Part 200, Uniform  
23 Administrative Requirements, Cost Principles and Audit  
24 Requirements for Federal Awards. If CONTRACTOR is not subject to  
25 the aforementioned regulations for any year covered during the  
26 term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an  
27 Independent Auditor's Report of CONTRACTOR's financial statements.  
28 The audit must be performed in accordance with generally accepted

1 government auditing standards. CONTRACTOR shall cooperate with  
2 COUNTY, State, and/or federal agencies to ensure that corrective  
3 action is taken within six (6) months after issuance of all audit  
4 reports with regard to audit exceptions.

5 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle  
6 covers July 1 through June 30. CONTRACTOR shall provide  
7 ADMINISTRATOR copies of organization-wide audits for each of the  
8 fiscal cycles corresponding with the term of this Agreement.  
9 CONTRACTOR shall provide each audit within fourteen (14) calendar  
10 days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with  
11 this Paragraph shall be sufficient cause for ADMINISTRATOR to deny  
12 payment under this or any subsequent Agreement with CONTRACTOR  
13 until such time as the required audit(s) are provided to  
14 ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit  
15 submission deadline upon notice to CONTRACTOR.

16 25. RECORDS, INSPECTIONS, AND AUDITS

17 25.1 Financial Records

18 25.1.1 CONTRACTOR shall prepare and maintain accurate and  
19 complete financial records. Financial records shall  
20 be retained by CONTRACTOR for a minimum of five (5)  
21 years from the date of final payment under this  
22 Agreement, or until all pending COUNTY, State, and  
23 federal audits are completed, whichever is later.

24 25.1.2 CONTRACTOR shall establish and maintain reasonable  
25 accounting, internal control, and financial reporting  
26 standards in conformity with generally accepted  
27 accounting principles established by the American  
28 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 Agreement in a form acceptable to ADMINISTRATOR.

25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, 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 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2.

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 Agreement.

25.3 Public Records

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

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

3       25.4 Inspections and Audits

4               25.4.1The U.S. Department of Health and Human Services,  
5               Comptroller General of the United States, Director of  
6               CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's  
7               Auditor-Controller and Internal Audit Department, or  
8               any of their authorized representatives, shall have  
9               access to any books, documents, papers, and records,  
10              including medical records, of CONTRACTOR which any of  
11              them may determine to be pertinent to this Agreement.  
12              Further, all the above mentioned persons have the right  
13              at all reasonable times to inspect or otherwise  
14              evaluate the work performed or being performed under  
15              this Agreement and the premises in which it is being  
16              performed.

17              25.4.2CONTRACTOR shall make its books and records available  
18              within the borders of Orange County within ten (10)  
19              days of receipt of written demand by ADMINISTRATOR.

20              25.4.3In the event CONTRACTOR does not make available its  
21              books and financial records within the borders of  
22              Orange County, CONTRACTOR agrees to pay all necessary  
23              and reasonable expenses incurred by COUNTY, or COUNTY's  
24              designee, necessary to obtain CONTRACTOR's books and  
25              records.

26              25.4.4CONTRACTOR shall pay to COUNTY the full amount of  
27              COUNTY's liability to the State or Federal Government  
28              or any agency thereof resulting from any disallowances

or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

25.5 Evaluation Studies

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

26. PERSONNEL DISCLOSURE

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

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

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

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

26.1.4 The language skill, if applicable, for all personnel.

26.2 CONTRACTOR shall conduct initial or pre-hire background checks on all Wraparound Orange County Direct Services staff. CONTRACTOR shall conduct all of the following:

1 26.2.1Health, including tuberculosis, and drug screening for  
2 new hires.

3 26.2.2Department of Motor Vehicle (DMV) clearance.

4 26.2.3Professional License and insurance status (as  
5 applicable) for new hires and at license renewal.

6 26.2.4Sanction screenings, twice a year (Office of Inspector  
7 General exclusion list, System for Award Management  
8 [SAM] and Medi-Cal exclusions).

9 26.3 Where authorized by law, and in a manner consistent with California  
10 Government Code §12952, CONTRACTOR shall require prospective  
11 employees to provide detailed information regarding the conviction  
12 of a crime by any court for offenses other than minor traffic  
13 offenses. Information discovered subsequent to the hiring or  
14 promotion of any prospective employee shall be cause for  
15 termination from the performance of services under this Agreement.

16 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
17 COUNTY, a clearance on the following public websites of the names  
18 and dates of birth for all employees and/or volunteers who will  
19 have direct, interactive contact with clients served through this  
20 Agreement: U.S. Department of Justice (DOJ) National Sex Offender  
21 Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry  
22 ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

23 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
24 COUNTY, a criminal record background check on all employees  
25 (direct service and administrative) funded through this Agreement  
26 and also all non-funded staff (e.g., volunteers, in-kind staff,  
27 etc.) who will have direct, interactive contact with clients  
28 served through this Agreement. Background checks conducted

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

5 26.6 CONTRACTOR shall ensure that clearances and background checks  
6 described in Subparagraphs 26.4 and 26.5 are completed prior to  
7 CONTRACTOR's personnel providing services under this Agreement.

8 26.7 In the event a record is revealed through the processes described  
9 in Subparagraphs 26.2, 26.4, and 26.5, COUNTY will be available  
10 to consult with CONTRACTOR on appropriateness of personnel  
11 providing services through this Agreement.

12 26.8 CONTRACTOR warrants that all persons employed or otherwise  
13 assigned by CONTRACTOR to provide services under this Agreement  
14 have satisfactory past work records and/or reference checks  
15 indicating their ability to perform the required duties and accept  
16 the kind of responsibility anticipated under this Agreement.  
17 CONTRACTOR shall maintain records of background investigations  
18 and reference checks undertaken and coordinated by CONTRACTOR for  
19 each employee and/or volunteer assigned to provide services under  
20 this Agreement, for a minimum of five (5) years from the date of  
21 final payment under this Agreement, or until all pending COUNTY,  
22 State, and federal audits are completed, whichever is later, in  
23 compliance with all applicable laws.

24 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
25 arrest and/or subsequent conviction, for offenses, other than  
26 minor traffic offenses, of any paid employee and/or volunteer  
27 staff performing services under this Agreement, when such  
28 information becomes known to CONTRACTOR. ADMINISTRATOR may

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

6 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
7 staff performing work hereunder, and any proposed changes in  
8 CONTRACTOR's staff.

9 26.11 COUNTY shall have the right to require CONTRACTOR to remove any  
10 employee from the performance of services under this Agreement.  
11 At the request of COUNTY, CONTRACTOR shall immediately replace  
12 said personnel.

13 26.12 CONTRACTOR shall notify COUNTY immediately when staff is  
14 terminated for cause from working on this Agreement.

15 26.13 Disqualification, if any, of CONTRACTOR staff, pursuant to  
16 Paragraph 26, shall not relieve CONTRACTOR of its obligation to  
17 complete all work in accordance with the terms and conditions of  
18 this Agreement.

19 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

9 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

10 28.1 CONTRACTOR certifies it is in full compliance with all applicable  
11 federal and State reporting requirements regarding its employees  
12 and with all lawfully served Wage and Earnings Assignment Orders  
13 and Notices of Assignments and will continue to be in compliance  
14 throughout the term of the Agreement with the County of Orange.  
15 Failure to comply shall constitute a material breach of the  
16 Agreement and failure to cure such breach within sixty (60)  
17 calendar days of notice from the COUNTY shall constitute grounds  
18 for termination of the Agreement.

19 28.2 In the case of an individual contractor or contractor doing  
20 business in a form other than an individual, CONTRACTOR agrees to  
21 furnish ADMINISTRATOR within thirty (30) days of the award of this  
22 Agreement:

23 28.2.1 His/her name, date of birth, Social Security Number,  
24 and residence address; or

25 28.2.2 In the case of a contractor doing business in a form  
26 other than as an individual, the name, date of birth,  
27 Social Security Number, and residence address of each  
28 individual who owns an interest of ten percent (10%)

1 or more in the contracting entity.

2 28.3 It is expressly understood that this data will be transmitted to  
3 governmental agencies charged with the establishment and  
4 enforcement of child support orders, and for no other purpose.

5 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

18 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

24 31. CONFIDENTIALITY

25 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
26 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP,  
27 Division 19-000, and all other provisions of law, and regulations  
28 promulgated thereunder relating to privacy and confidentiality.



1 as each may now exist or be hereafter amended.

2 31.2 All records and information concerning any and all persons  
3 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be  
4 considered and kept confidential by CONTRACTOR and CONTRACTOR's  
5 employees, agents, subcontractors, and all other individuals  
6 performing services under this Agreement. CONTRACTOR shall require  
7 all of its employees, agents, subcontractors, and all other  
8 individuals performing services under this Agreement to sign an  
9 agreement with CONTRACTOR before commencing the provision of any  
10 such services, agreeing to maintain confidentiality pursuant to  
11 State and federal law and the terms of this Agreement.

12 31.3 CONTRACTOR shall inform all of its employees, agents,  
13 subcontractors, and all other individuals performing services  
14 under this Agreement of this provision and that any person  
15 violating the provisions of said California state law may be guilty  
16 of a crime.

17 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
18 be subject to the confidentiality requirements of this Agreement.

19 31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
20 with respect to Juvenile Court matters, in accordance with WIC  
21 Section 827, all applicable statutes, caselaw, and Orange County  
22 Juvenile Court Policy regarding Confidentiality, as it now exists  
23 or may hereafter be amended.

24 31.5.1 No access, disclosure, or release of information  
25 regarding a child who is the subject of Juvenile Court  
26 proceedings shall be permitted except as authorized.  
27 If authorization is in doubt, no such information shall  
28 be released without the written approval of a Judge of

1 the Juvenile Court.

2 31.5.2 CONTRACTOR must receive prior written approval of the  
3 Juvenile Court before allowing any child to be  
4 interviewed, photographed, or recorded by any  
5 publication or organization, or to appear on any radio,  
6 television, or internet broadcast or make any other  
7 public appearance. Such approval shall be requested  
8 through child's Social Worker.

9 32. SECURITY

10 32.1 Security Requirements

11 32.1.1 CONTRACTOR agrees to maintain the confidentiality of  
12 all COUNTY and COUNTY-related records and information  
13 pursuant to all statutory laws relating to privacy and  
14 confidentiality that currently exists or exists at any  
15 time during the term of this Agreement. CONTRACTOR  
16 represents and warrants that it has implemented and  
17 will maintain during the term of this Agreement  
18 administrative, physical, and technical safeguards to  
19 reasonably protect private and confidential client  
20 information, to protect against anticipated threats to  
21 the security or integrity of COUNTY data, and to  
22 protect against unauthorized physical or electronic  
23 access to or use of COUNTY data. Such safeguards and  
24 controls shall include at a minimum:

25 32.1.1.1 Storage of confidential paper files that  
26 ensures records are secured, handled, transported,  
27 and destroyed in a manner that prevents  
28 unauthorized access.

1 32.1.1.2 Control of access to physical and electronic  
2 records to ensure COUNTY data is accessed only by  
3 individuals with a need to know for the delivery  
4 of contract services.

5 32.1.1.3 Control to prevent unauthorized access and to  
6 prevent CONTRACTOR employees from providing COUNTY  
7 data to unauthorized individuals.

8 32.1.1.4 Firewall protection.

9 32.1.1.5 Use of encryption methods of electronic COUNTY  
10 data while in transit from CONTRACTOR networks to  
11 external networks, when applicable.

12 32.1.1.6 Measures to securely store all COUNTY data,  
13 including, but not be limited to, encryption at  
14 rest and multiple levels of authentication and  
15 measures to ensure COUNTY data shall not be altered  
16 or corrupted without COUNTY's prior written  
17 consent. CONTRACTOR further represents and  
18 warrants that it has implemented and will maintain  
19 during the term of this Agreement administrative,  
20 technical, and physical safeguards and controls  
21 consistent with State and federal security  
22 requirements.

23 32.2 Security Breach Notification

24 32.2.1 CONTRACTOR shall have policies and procedures in place  
25 for the effective management of Security Breaches, as  
26 defined below. In the event of any actual, attempted,  
27 suspected, threatened, or reasonably foreseeable  
28 circumstance CONTRACTOR experiences or learns of that

1 either compromises or could reasonably be expected to  
2 comprise COUNTY data through unauthorized use,  
3 disclosure, or acquisition of COUNTY data ("Security  
4 Breach"), CONTRACTOR shall immediately notify COUNTY  
5 of its discovery. After such notification, CONTRACTOR  
6 shall, at its own expense, immediately:

7 32.2.1.1 Investigate to determine the nature and extent  
8 of the Security Breach.

9 32.2.1.2 Contain the incident by taking necessary  
10 action, including, but not limited to, attempting  
11 to recover records, revoking access, and/or  
12 correcting weaknesses in security.

13 32.2.1.3 Report to COUNTY the nature of the Security  
14 Breach, the COUNTY data used or disclosed, the  
15 person who made the unauthorized use or received  
16 the unauthorized disclosure, what CONTRACTOR has  
17 done or will do to mitigate any harmful effect of  
18 the unauthorized use or disclosure, and the  
19 corrective action CONTRACTOR has taken or will take  
20 to prevent future similar unauthorized use or  
21 disclosure.

22 32.2.2 The COUNTY, at its sole discretion and on a case-by-  
23 case basis, will determine what actions are necessary  
24 in response to the Security Breach and who will perform  
25 these actions. Actions may include, but are not limited  
26 to: notifications; investigation and remediation  
27 costs, including notification of all whose personal  
28 information was disclosed; outside investigation;

1 forensics; counsel; crisis management; and credit  
2 monitoring. In the event COUNTY determines CONTRACTOR  
3 will conduct additional action(s), CONTRACTOR shall  
4 bear the costs. In the event COUNTY conducts additional  
5 actions(s) arising out of or in connection with a  
6 Security Breach, CONTRACTOR shall reimburse COUNTY for  
7 costs associated to legally required actions.

8 33. COPYRIGHT ACCESS

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

13 34. WAIVER

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

21 35. PETTY CASH

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

24 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

25 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.

26 The use and/or reproduction of COUNTY's name, logos, or symbols  
27 for any purpose, including commercial advertisement, promotional  
28 purposes, announcements, displays, or press releases, without

COUNTY's prior written consent is expressly prohibited.

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

36.2.1 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;

36.2.2 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;

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

36.2.3.1 Any commercial product or service; and,

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

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

1 37. REPORTS

2 37.1 CONTRACTOR shall provide information deemed necessary by  
3 ADMINISTRATOR to complete any State-required reports related to  
4 the services provided under this Agreement.

5 37.2 CONTRACTOR shall maintain records and submit reports containing  
6 such data and information regarding the performance of  
7 CONTRACTOR's services, costs, or other data relating to this  
8 Agreement, as may be requested by ADMINISTRATOR, upon a form  
9 approved by ADMINISTRATOR. ADMINISTRATOR may modify the  
10 provisions of this Paragraph upon written notice to CONTRACTOR.

11 38. ENERGY EFFICIENCY STANDARDS

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

15 39. ENVIRONMENTAL PROTECTION STANDARDS

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

21 39.1 No facility to be utilized in the performance of the proposed  
22 grant has been listed on the EPA List of Violating Facilities;

23 39.2 It will notify COUNTY prior to award of the receipt of any  
24 communication from the Director, Office of Federal Activities,  
25 U.S. EPA, indicating that a facility to be utilized for the grant  
26 is under consideration to be listed on the EPA List of Violating  
27 Facilities; and

28 39.3 It will notify COUNTY and EPA about any known violation of the

1 above laws and regulations.

2 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
3 FEDERAL TRANSACTIONS

4 40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law  
5 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and  
6 regulations, it is mutually understood that any contract which utilizes federal  
7 monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance  
8 utilizing a form provided by ADMINISTRATOR that includes the text below in  
9 Subparagraphs 40.1.1 - 40.1.1.4.

10 40.1.1 The undersigned certifies to the best of his or her  
11 knowledge and belief that:

12 40.1.1.1 No federal appropriated funds have been paid or  
13 will be paid, by or on behalf of the undersigned,  
14 to any person for influencing or attempting to  
15 influence an officer or employee of an agency, a  
16 Member of Congress, an officer or employee of  
17 Congress, or an employee of a Member of Congress  
18 in connection with the awarding of any federal  
19 contract, the making of any federal grant, the  
20 making of any federal loan, the entering into of  
21 any cooperative agreement, and the extension,  
22 continuation, renewal, amendment, or modification  
23 of any federal contract, grant, loan, or  
24 cooperative agreement.

25 40.1.1.2 If any funds other than federal appropriated  
26 funds have been paid or will be paid to any person  
27 for influencing or attempting to influence an  
28 officer or employee of any agency, a Member of  
Congress, an officer or employee of Congress, or



1 an employee of a Member of Congress in connection  
2 with this Agreement, grant, loan, or cooperative  
3 agreement, the undersigned shall complete and  
4 submit Standard Form-LLL "Disclosure Form to  
5 Report Lobbying," in accordance with its  
6 instructions.

7 40.1.1.3 The undersigned shall require that the language  
8 of this certification be included in the award  
9 documents for all subawards at all tiers  
10 (including subcontracts, subgrants, and contracts  
11 under grants loans and cooperative agreements)  
12 and that subrecipients shall certify and disclose  
13 accordingly.

14 40.1.1.4 This certification is a material representation  
15 of fact upon which reliance was placed when this  
16 transaction was made or entered into. Submission  
17 of this certification is a prerequisite for  
18 making or entering into this transaction imposed  
19 by Section 1352, Title 31 U.S. Code. Any person  
20 who fails to file the required certification  
21 shall be subject to a civil penalty of not less  
22 than \$10,000 and not more than \$100,000 for each  
23 such failure.

24 ~~40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law~~  
25 ~~101-121 pursuant to Title 31 USC Section 1352 and the guidelines~~  
26 ~~with respect to those provisions set down by the OMB and published~~  
27 ~~in the Federal Register dated December 20, 1989, Volume 54, No.~~  
28 ~~243, pp. 52306-52332. Under these laws and regulations, it is~~  
~~mutually understood that any contract which utilizes federal~~

1 ~~monies in excess of \$100,000 must contain, and CONTRACTOR must~~  
2 ~~certify compliance utilizing a form provided by ADMINISTRATOR that~~  
3 ~~cites the following:~~

4 ~~40.1.1 The definitions and prohibitions contained in the~~  
5 ~~clause at Federal Acquisition Regulation 52.203-12,~~  
6 ~~Limitation on Payments to Influence Certain Federal~~  
7 ~~Transactions, included in this solicitation, are~~  
8 ~~hereby incorporated by reference in Subparagraph B of~~  
9 ~~this certification.~~

10 ~~40.1.2 The offeror, by signing its offer, hereby certifies to~~  
11 ~~the best of his or her knowledge and belief as of~~  
12 ~~December 23, 1989, that~~

13 ~~40.1.2.1 No federal appropriated funds have been paid~~  
14 ~~or will be paid to any person for influencing or~~  
15 ~~attempting to influence an officer or employee of~~  
16 ~~any agency, a Member of Congress, an officer or~~  
17 ~~employee of Congress, or an employee of a Member~~  
18 ~~of Congress on his or her behalf in connection with~~  
19 ~~the awarding of any federal contract, the making~~  
20 ~~of any federal grant, the making of any federal~~  
21 ~~loan, the entering into of any cooperative~~  
22 ~~agreement, and the extension, continuation,~~  
23 ~~renewal, amendment, or modification of any federal~~  
24 ~~contract, grant, loan or cooperative agreement;~~

25 ~~40.1.2.2 If any funds other than federal appropriated~~  
26 ~~funds (including profit or fee received under a~~  
27 ~~covered federal transaction) have been paid, or~~  
28 ~~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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and~~

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

~~40.1.340.1.1 Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.~~

41. 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.

42. TERMINATION PROVISIONS

42.1 ADMINISTRATOR may terminate this Agreement without penalty.

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

13 42.2 For ninety (90) calendar days prior to the expiration date of this  
14 Agreement, or upon notice of termination of this Agreement  
15 ("Transition Period"), CONTRACTOR agrees to cooperate with  
16 ADMINISTRATOR in the orderly transfer of service responsibilities,  
17 case records, and pertinent documents. The Transition Period may  
18 be modified as agreed upon in writing by the parties. During the  
19 Transition Period, service and data access shall continue to be  
20 made available to COUNTY without alteration. CONTRACTOR also  
21 shall assist COUNTY in extracting and/or transitioning all data  
22 in the format determined by COUNTY.

23 42.3 In the event of termination of this Agreement, cessation of  
24 business by CONTRACTOR, or any other event preventing CONTRACTOR  
25 from continuing to provide services, CONTRACTOR shall not withhold  
26 the COUNTY data or refuse for any reason, to promptly provide to  
27 COUNTY the COUNTY data if requested to do so on such media as  
28 reasonably requested by COUNTY, even if COUNTY is then or is

1                   alleged to be in breach of this Agreement.

2           42.4 The obligations of COUNTY under this Agreement are contingent upon  
3           the availability of federal and/or State funds, as applicable,  
4           for the reimbursement of CONTRACTOR's expenditures, and inclusion  
5           of sufficient funds for the services hereunder in the budget  
6           approved by the Orange County Board of Supervisors each fiscal  
7           year this Agreement remains in effect or operation. In the event  
8           that such funding is terminated or reduced, ADMINISTRATOR may  
9           immediately terminate this Agreement, reduce COUNTY's maximum  
10          obligation, or modify this Agreement, without penalty. The  
11          decision of ADMINISTRATOR will be binding on CONTRACTOR.  
12          ADMINISTRATOR will provide CONTRACTOR with written notification  
13          of such determination. CONTRACTOR shall immediately comply with  
14          ADMINISTRATOR's decision.

15          42.5 If any term, covenant, condition, or provision of this Agreement  
16          or the application thereof is held invalid, void, or  
17          unenforceable, the remainder of the provisions in this Agreement  
18          shall remain in full force and effect and shall in no way be  
19          affected, impaired, or invalidated thereby.

20   43. GOVERNING LAW AND VENUE

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

1 action be transferred for trial to another county.

2 44. SIGNATURE IN COUNTERPARTS

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

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

11 ///

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17 ///

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

20  
21 By: \_\_\_\_\_ By: \_\_\_\_\_  
22 DONALD A. VERLEUR CHAIRMAN  
23 CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
OLIVE CREST COUNTY OF ORANGE, CALIFORNIA

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

25  
26 SIGNED AND CERTIFIED THAT A COPY OF THIS  
27 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
28 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

ATTEST:

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

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

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

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

**DIRECT SERVICES**

1. **POPULATION TO BE SERVED**

1.1 CONTRACTOR shall provide services to Participants of Wraparound Orange County (Wrap OC) referred by ADMINISTRATOR. Participants include children/youth and Non-Minor Dependent (NMD) youth who meet any of the following criteria:

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

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

1.1.3 Have an approved or potential place to reside in the



1 community with a parent/guardian, relative caregiver,  
2 non-related extended family member (NREFM) or Resource  
3 parent (formerly foster parent) who has agreed to  
4 participate in Wrap OC; ~~and/or~~

5 1.1.4 In placement or at risk of placement in a congregated  
6 care setting, including Group Home (RCL 10-16), STRTPs,  
7 or Juvenile Detention Facilities. These congregated  
8 care settings focus on care for Participants who  
9 exhibit significant emotional/behavioral disturbance  
10 and who require a highly-structured environment and/or  
11 specialized treatment, and/or exhibit one or more  
12 behaviors, such as, but not limited to, the following:

13 1.1.4.1 Exhibit the following behaviors, frequent  
14 running away, gang involvement, tagging, property  
15 destruction, self-harming, possession of deadly  
16 weapon(s), adjudicated sex offenders, possession  
17 of alcohol and/or drugs for use or sale, juvenile  
18 perpetrator, substance abuse disorder, fire-  
19 starter, sexualized behavior, sexual exploitation,  
20 multiple placements, minor criminal behavior,  
21 oppositional/defiant behavior, aggression,  
22 assaultive toward others, educational  
23 deficiencies, habitual school truancy and/or other  
24 school-related behavior problems, post-traumatic  
25 stress, behaviors beyond control of parent(s) or  
26 primary caregiver(s), recognized mild  
27 developmental disorder, significant mental health  
28 disorders, one or more hospitalizations in a mental

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health facility, and/or Participants who may have previously received other intensified services. In addition, Participants may have been raised in families with multi-generational criminal justice involvement, social services involvement, and/or mental health disorders-; and/or:

1.1.5 Referred by the County of Orange Health Care Agency (HCA) and/or the Multi-Disciplinary Consultation Team (MDCT) due to having mental and/or behavioral health needs that may result in placement outside the home if Wraparound is not involved."

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1.2 Services shall also be extended to the following:

1.2.1 Families of Participants as described in Subparagraph 1.1 of this Exhibit A, as directed by COUNTY;

1.2.2 Wraparound-eligible Participants residing with relatives or caregivers in a contiguous county outside of Orange County (i.e., Los Angeles, San Diego, Riverside and San Bernardino Counties). CONTRACTOR may occasionally be required to serve families located outside of Orange County or its contiguous counties. Approximately ten-to-fifteen percent (10-15%) of the referred population may reside outside of Orange County; and

1.2.3 Families of Participants participating in the Adoption Assistance Program (AAP), Treatment Foster Care Oregon - Orange County (TFCO-OC), Multidimensional Treatment Individualized Plan (MTIP), Emergency Response/Family Maintenance Collaborative Services (ER/FMCS), and/or

1 the Multi-Disciplinary Consultation Team (MDCT),  
2 and/or other programs as deemed appropriate by  
3 ADMINISTRATOR.

4 2. SERVICE STANDARDS

5 2.1 CONTRACTOR shall adhere to Wrap OC Standards, which are  
6 incorporated herein by reference and as outlined in the Wrap OC  
7 Plan, as well as State laws and regulations pertaining to  
8 Wraparound as now exist or are amended hereafter.

9 2.2 CONTRACTOR shall provide services to transition and/or maintain  
10 Participants in their homes or home-like settings as an  
11 alternative to congregate care. Participants will be eligible  
12 for available referral slots. ADMINISTRATOR will assign referral  
13 slots at its sole discretion to CONTRACTOR and does not guarantee  
14 any number of Participants will be assigned to CONTRACTOR.

15 2.3 CONTRACTOR shall provide intensive, strength- and needs-based  
16 services and supports, using a community-based and family-centered  
17 process. Services and supports must be individualized and  
18 comprehensive and provided in a manner that is culturally  
19 responsive and linguistically appropriate for the population  
20 served.

21 2.4 CONTRACTOR shall recruit, hire, and maintain staff qualified to  
22 provide services to the diverse population served by Wrap OC.  
23 CONTRACTOR's staff shall have the language skills and cultural  
24 awareness necessary to communicate fully and effectively with  
25 Participants and Participants' families in settings that are  
26 community-based and/or accessible to diverse communities.

27 2.5 CONTRACTOR shall provide qualified bilingual staff as specified  
28 in Paragraph 4 of this Exhibit A. CONTRACTOR shall clearly

1 identify bilingual staff positions in the budget and ensure the  
2 staff filling said positions are proficient in English and the  
3 specific language in which services will be provided.

4 2.6 CONTRACTOR staff shall be proficient in English and exhibit the  
5 ability to speak and write English and to prepare clear, complete,  
6 and concise case notes, reports, etc., in both English and the  
7 specified languages (i.e., Spanish or other threshold languages  
8 as determined by ADMINISTRATOR).

9 2.7 CONTRACTOR shall continue to develop, implement, and document  
10 policies and procedures that are culturally responsive, as  
11 determined by COUNTY. Such efforts include, but are not limited  
12 to, the following:

13 2.7.1 Participation in COUNTY-sponsored and other applicable  
14 training;

15 2.7.2 Providing literature, brochures, and other paperwork  
16 Participants and Participants' families are required  
17 to sign, in multiple COUNTY-recognized threshold  
18 languages and formats as appropriate; and

19 2.7.3 Identification of measures taken to enhance  
20 accessibility for and responsiveness to individuals  
21 and communities who exhibit physical, mental,  
22 developmental, and/or other challenges.

23 2.8 CONTRACTOR shall ensure language translation needed for Wrap OC  
24 shall be provided by qualified staff and not by the Participant  
25 and/or Participant's parent/caregiver/family members or any minor  
26 youth or children.

27 2.8.1 In addition to language skills, a qualified interpreter  
28 need not be trained in mental health services, but must

1                   have the ability to accurately translate terms  
2                   associated with mental illness, psychotropic  
3                   medications, and cultural beliefs and practices.

4           2.9   CONTRACTOR shall establish, model, and maintain professional  
5           boundaries among staff and in all interactions with Participants,  
6           their respective families, and Wrap Child and Family Teams (Wrap  
7           CFTs).

8           2.10   CONTRACTOR shall assist NMD Participants develop skills needed to  
9           become self-sufficient, including skills to obtain and maintain  
10           employment, housing, and any other traditional independent living  
11           skills and needs for emancipating youth. CONTRACTOR shall also  
12           assist by providing linkages to help youth achieve their  
13           educational goals (e.g. tutoring services, career workshops,  
14           etc.). NMD may be assigned to and assisted by either a Parent  
15           Partner or Youth Partner, depending on the NMD's preference, skill  
16           level, and/or needs.

17           2.11   CONTRACTOR shall arrange for twenty-four (24) hour, on-call,  
18           crisis/emergency availability for Participants and their families  
19           as stated in Paragraph 11 of this Exhibit A.

20           2.12   CONTRACTOR shall adhere to the Wrap OC model that recognizes phases  
21           of progression from dependence to self-sufficiency.  
22           Interventions, including the intensity of support provided by  
23           CONTRACTOR's Care Coordinator, Parent Partner, and TFCO-OC Youth  
24           Partner or Youth Partner, shall be adjusted to reflect the  
25           Participant and the Participant's family's progression through  
26           these phases. Family involvement, family decision-making,  
27           reliance on formal supports and development of informal supports,  
28           are other factors that are expected to change with successful

1 movement through the different phases. The phases of Wrap OC,  
2 subject to change by ADMINISTRATOR based on research and best  
3 practices, currently include the following four (4) phases:

4 2.12.1Engagement

5 The Engagement phase is focused on the initial stage of  
6 Wrap OC planning and encompasses initial Wrap CFT development through face-to-  
7 face contact with the Participant and Participant's family, as well as either  
8 face-to-face or telephone contact with potential Wrap CFT members. Formal Wrap  
9 OC meetings may or may not occur during the initial Engagement phase, as the  
10 Care Coordinator is gathering Participant and Participant's family perspectives  
11 through interviews to assess the family strengths, needs, and concerns by the  
12 Wrap CFT. Family Engagement occurs throughout the Participant's involvement in  
13 the Wrap OC process.

14 2.12.2Planning

15 This is the Plan Development phase of Wrap OC and requires  
16 Wrap CFTs which include, at a minimum, the Participant, the Participant's  
17 family, CONTRACTOR staff and the referring party (Senior Social Worker [SSW],  
18 Deputy Probation Officer [DPO], and/or Mental Health [MH] Clinician/Therapist).  
19 This phase, which should commence no later than the end of the third (3rd) week  
20 after the referral is made, requires the Participant and Wrap CFT to come  
21 together to: review family strengths; develop a collaborative Wrap CFT Vision  
22 Statement, with which all team members can agree and accept; list needs  
23 statements across life areas; prioritize as a team, the most important needs;  
24 and craft a Plan of Care (POC) and Safety Plan that include interventions and  
25 actions to meet the prioritized needs. The initial POC provides the framework  
26 for moving into the Implementation Phase.

27 2.12.3Implementation

28 This phase directly follows the completion of the initial

1 POC and Safety Plan. During this phase, the Participant and Wrap CFT meet  
2 regularly, with the express purpose of modifying and adjusting the POC and  
3 Safety Plan based on the follow-through and effectiveness of the interventions  
4 within the POC.

#### 5 2.12.4 Transition

6 This phase occurs when the initial POC has been implemented  
7 and modified over time and a comprehensive set of interventions are successfully  
8 delivered to achieve the desired outcomes. Effective transition planning is a  
9 thoughtful process that engages the entire Wrap CFT in decision-making, supports  
10 rather than abandons the family, and helps the Participant and the Participant's  
11 family move closer toward maximum positive functioning and self-sufficiency,  
12 free from reliance on formal supports. The formal transition phase can range  
13 from two (2) weeks to three (3) months.

14 2.13 CONTRACTOR shall monitor each Participant's and Participant's  
15 family's progress, identify barriers to progress, and assist the  
16 Participant and Participant's family in developing effective  
17 methods to overcome barriers. CONTRACTOR or ADMINISTRATOR may  
18 request case consultation through Wraparound Review and Intake  
19 Team (WRIT) Technical Assistance Process or the Family Review  
20 Process as needed.

21 2.14 CONTRACTOR shall use the POC as the structural tool and road map  
22 to ensure that all Wrap CFT members focus on a common goal;  
23 maximize the family strengths to achieve the goal; agree on the  
24 family's needs, as prioritized by the Wrap CFT; and respect the  
25 community's needs and the referring agency's needs, as reflected  
26 in any existing court orders, laws and regulations of the community  
27 and/or referring agency. Family involvement in accepting  
28 ownership of the POC is critical to success and is expected to

1 increase with progression toward self-sufficiency. The POC for  
2 each Participant shall include, but not be limited to, the  
3 following elements:

- 4 2.14.1 Date the case is assigned, completed, and approved;
- 5 2.14.2 Wrap CFT Vision Statement;
- 6 2.14.3 Specific needs in applicable life areas;
- 7 2.14.4 Involved parties and who is responsible for specific  
8 actions and interventions;
- 9 2.14.5 Service provider(s);
- 10 2.14.6 Strengths of each Wrap CFT member;
- 11 2.14.7 Funding source(s) for actions and/or interventions;
- 12 2.14.8 Estimated date(s) of completion for actions and/or  
13 interventions;
- 14 2.14.9 Progress and outcomes in prior month(s);
- 15 2.14.10 Continuing service(s); and
- 16 2.14.11 Discontinued service(s) and reason for  
17 discontinuation including, but not limited to, the  
18 following:
  - 19 2.14.11.1 Effective outcomes, therefore services are no  
20 longer needed;
  - 21 2.14.11.2 Ineffective services and, therefore,  
22 discontinued;
  - 23 2.14.11.3 Added service(s) and reason; and
  - 24 2.14.11.4 Service cost by unit and total.

25 2.15 CONTRACTOR shall ensure that each POC and Safety Plan is developed  
26 and supported by the Wrap CFT, as evidenced by signatures of all  
27 Wrap CFT members. The POC signature sheets shall identify each  
28 member as a formal or informal support.



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- 2.16 CONTRACTOR shall complete an addendum to the active POC when a change in circumstance has occurred in the Participant and/or Participant's family that warrants a revision to the needs, interventions, and/or vision stated in the most current POC.
- 2.17 CONTRACTOR shall access and maximize the use of informal family and community resources to meet Participant and Participant's family needs.
- 2.18 CONTRACTOR shall utilize the COUNTY's Provider Network Program (PNP) to meet Participant's needs, when considered necessary, and as authorized in advance and in writing by ADMINISTRATOR.
- 2.19 CONTRACTOR's Wrap OC operational plan shall include a parent support program to help parent(s)/caregiver(s) with a focus on, but not limited to, the following:
  - 2.19.1 Understanding the Participant's unique needs;
  - 2.19.2 Becoming informed advocates for the Participant;
  - 2.19.3 Navigating formal systems, such as Juvenile Court, schools, and other agencies;
  - 2.19.4 Participating on multi-disciplinary teams, such as the Wrap CFT or an Individualized Education Planning (IEP) Group;
  - 2.19.5 Leading parent groups and related forums; and
  - 2.19.6 Strengthening parenting skills.
- 2.20 CONTRACTOR shall provide Participants' families with training and information to support them in their roles as active, informed decision-makers for, and with, the Participant.
- 2.21 CONTRACTOR shall, at ADMINISTRATOR's direction, utilize Participants and Participants' families to design and provide education, training, and staff development to enhance the

1 effectiveness of parent/family-professional partnerships, family-  
2 centered services, cultural responsiveness, and family advocacy  
3 and support efforts.

4 2.22 CONTRACTOR shall create opportunities for Participants,  
5 Participants' families, and Wrap CFT members to participate in  
6 multi-disciplinary training.

7 3. MEDI-CAL CAPACITY

8 CDSS may change Medi-Cal rates without advance notification. COUNTY will  
9 advise CONTRACTOR upon notice from CDSS that rates have changed. As a result,  
10 reimbursement by COUNTY to CONTRACTOR may be less than the Maximum Obligation  
11 referenced in Subparagraph 19.1 of this Agreement.

12 For Medi-Cal billable services provided by CONTRACTOR to Participant(s),  
13 COUNTY will claim reimbursement to the California State Medi-Cal Program for  
14 services rendered by CONTRACTOR, to the extent these services are Medi-Cal  
15 eligible. CONTRACTOR shall therefore be required to enter into an agreement  
16 with the County of Orange Health Care Agency (HCA) for reimbursement of all  
17 Medi-Cal eligible services that are not reimbursed through any agreements with  
18 ADMINISTRATOR.

19 Reimbursements to CONTRACTOR by HCA are interim payments and subject to  
20 final settlement in accordance with cost reporting instructions to be provided  
21 by COUNTY. CONTRACTOR will be reimbursed by HCA for Medi-Cal billable services  
22 hereunder; provided further that CONTRACTOR's costs are reimbursable pursuant  
23 to County, State, and federal regulations.

24 HCA will reimburse the actual cost of providing Medi-Cal services.  
25 ADMINISTRATOR will reimburse CONTRACTOR for actual allowable non-Medi-Cal  
26 billable costs incurred and paid by CONTRACTOR, as defined in 2 CFR, Part 230  
27 or as approved by COUNTY.

28 3.1 CONTRACTOR shall open a Medi-Cal case from the date the case is

1 opened in Wrap OC for all Participants who are eligible for and/or  
2 should be eligible for Medi-Cal. All Medi-Cal services shall be  
3 billed to Medi-Cal from the date the case is opened in Wrap OC.

4 3.2 CONTRACTOR shall complete a Psychosocial Assessment to determine  
5 medical necessity and to identify Participants who meet Pathways  
6 to Well-Being subclass criteria but who may not have been  
7 identified previously.

8 3.3 CONTRACTOR shall obtain advance written approval from  
9 ADMINISTRATOR for all Medi-Cal eligible Participants for which  
10 CONTRACTOR will not bill Medi-Cal, in any given month.

11 3.4 CONTRACTOR shall notify ADMINISTRATOR if referred Participant(s)  
12 is/are not eligible for Medi-Cal at the time of referral, or if  
13 eligibility status changes while Participant(s) is/are enrolled  
14 in Wrap OC.

15 3.5 CONTRACTOR shall enter Medi-Cal data into the Integrated Record  
16 Information System (IRIS) database as directed by HCA, shall  
17 comply with all Medi-Cal regulations, and shall retain all  
18 documentation required by HCA for Medi-Cal billing.

19 3.6 CONTRACTOR shall submit to HCA and ADMINISTRATOR a monthly summary  
20 of Participants seen, corresponding Medi-Cal costs, and units of  
21 service. CONTRACTOR shall submit summary reports by the twentieth  
22 (20th) day for the prior month of service. The summary shall  
23 include detailed, written information on all Participants whose  
24 services were not billed to Medi-Cal, explaining why Medi-Cal was  
25 not billed and confirming COUNTY's advance written authorization.

26 3.7 CONTRACTOR shall invoice HCA for the cost of providing Medi-Cal  
27 services on a form approved and/or supplied by HCA, and provide  
28 information required by HCA. CONTRACTOR shall submit an invoice

by the tenth (10th) day of each month for the prior month's costs.

3.8 CONTRACTOR shall submit to HCA and ADMINISTRATOR a monthly Expenditure and Revenue Report detailing actual costs of providing Medi-Cal billable and non-Medi-Cal billable Wrap OC activities as specified by COUNTY.

3.9 CONTRACTOR's facility shall meet standards set by the State Department of Health Care Services for Medi-Cal Participants.

3.9.1 CONTRACTOR's Medi-Cal-approved facility shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq., as implemented in 45 Code of Federal Regulations (CFR) 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

4. CASELOAD STANDARDS

ADMINISTRATOR may, at its sole discretion, modify the caseload and supervision standards, as referenced in Paragraph 4 of this Exhibit A, without reducing the level of service to be provided by CONTRACTOR and/or exceeding maximum contract obligation.

4.1 CONTRACTOR shall ensure a caseload capacity of up to one hundred twenty (120) active referral slots. ADMINISTRATOR reserves the right to modify caseload capacity.

4.2 CONTRACTOR shall provide Wrap OC teams each composed of a Care Coordinator, a Parent Partner, and a Youth Partner. ADMINISTRATOR will determine if a family is assigned either a Youth Partner or

1 a TFCO-OC Youth Partner. Unless otherwise specified, Youth  
2 Partner and TFCO-OC Youth Partner are used interchangeably herein.  
3 CONTRACTOR shall be required to obtain prior, written approval  
4 from ADMINISTRATOR before implementing any change(s) in Wrap OC  
5 team composition.

6 4.3 CONTRACTOR shall maintain up to twelve (12) teams comprised of  
7 the following Full Time Equivalent (FTE) staff. ADMINISTRATOR  
8 reserves the right to modify the number of teams and the type of  
9 staff composing teams.

10 4.3.1 Four (4) Wraparound Supervisors, each supervising  
11 three (3) teams (see Subparagraph 4.9 through 4.11  
12 below);

13 4.3.2 Twelve (12) Care Coordinators, one (1) per team;

14 4.3.3 Twelve (12) Parent Partners, one (1) per team; and

15 4.3.4 Twelve (12) Youth Partners, one (1) per team.

16 4.4 Bilingual Staff Ratios

17 Although English is the predominant language spoken by Participants  
18 served, bilingual staff are required to meet the language needs of Participants  
19 and/or Participants' families when the primary language is other than English  
20 (e.g., Spanish or other threshold language determined by ADMINISTRATOR).  
21 ADMINISTRATOR, at its sole discretion, may modify bilingual staff ratios and  
22 languages as it deems necessary to address target population and service needs.

23 4.4.1 CONTRACTOR shall maintain the following minimum  
24 bilingual staff levels:

25 4.4.1.1 Two (2) of the four (4) Wraparound Supervisors  
26 shall be bilingual in Spanish;

27 4.4.1.2 Six (6) of the twelve (12) Care Coordinators  
28 shall be bilingual, with four or more (4+)

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bilingual in Spanish;

4.4.1.3 Six (6) of the twelve (12) Parent Partners shall be bilingual, with four or more (4+) bilingual in Spanish; and

4.4.1.4 Six (6) of the twelve (12) Youth Partners shall be bilingual, with four or more (4+) specifically bilingual in Spanish.

4.5 CONTRACTOR shall ensure that Care Coordinators, Parent Partners, and Youth Partners maintain an average of fifteen to sixteen (15-16) hours of services contacts per month, per Participant or Participant's Wrap CFT. These hours include telephone contact, face-to-face contact with the Participant and/or Participant's family, consultation time, case management and documentation, and crisis time.

4.6 CONTRACTOR shall ensure that Care Coordinators, Parent Partners, and Youth Partners each maintain a caseload of up to twelve (12) referral slots. Face-to-face contact with Participant and Participant's family will vary depending on the Wrap OC phase, but shall be a minimum of two (2) hours per month during the Engagement phase and a minimum of one (1) hour per month during other Wrap OC phases.

4.7 CONTRACTOR shall ensure that TFCO-OC Youth Partners each maintain a caseload of up to twelve (12) referral slots. Face-to-face contact will vary depending on the Wrap OC phase and the Participant's level within the TFCO-OC program, but shall be a minimum of one (1) hour weekly, or a minimum as determined by ADMINISTRATOR, during the Participant's placement within the TFCO-OC foster home, and as needed after the Participant's return to

1 aftercare family.

2 4.8 CONTRACTOR shall, to the extent allowable under the law, ensure  
3 that staff ratio of Youth Partners reflect the gender ratio of  
4 the Participants served. Participants who are Probation Wards  
5 with the Probation Department shall be assigned a same-gender  
6 Youth Partner. ADMINISTRATOR, in its sole discretion, shall  
7 determine and approve staff ratio fluctuations.

8 4.9 CONTRACTOR's Wraparound Supervisors shall supervise a maximum of  
9 twelve (12) FTE Wrap OC staff. At ADMINISTRATOR's discretion,  
10 CONTRACTOR staff may increase FTE supervision capacity to account  
11 for vacancies and emergencies. Supervised staff shall consist of  
12 Care Coordinators, Parent Partners, and Youth Partners.

13 4.10 CONTRACTOR shall ensure that Wraparound Supervisors do not carry  
14 or maintain a regular Participant caseload. CONTRACTOR shall  
15 notify ADMINISTRATOR within twenty-four (24) hours in the event  
16 that Wraparound Supervisor(s) is/are in the position of covering  
17 a Participant caseload due to staffing issues.

18 4.11 CONTRACTOR's Wraparound Director or Wraparound Supervisor(s) shall  
19 not supervise other programs within CONTRACTOR's organization  
20 without advance, written approval by ADMINISTRATOR.

21 5. FAMILY TEAM AND PARTICIPANT SERVICES

22 5.1 CONTRACTOR shall assign a Care Coordinator and/or a Parent Partner  
23 to initiate contact with the Participant and Participant's  
24 parent(s)/caregiver(s) within two (2) business days of referral  
25 assignment by WRIT.

26 5.2 CONTRACTOR's Care Coordinator shall initiate contact with the  
27 referring party (SSW, DPO, and/or MH Clinician) within three (3)  
28 business days of assignment by CONTRACTOR, and shall request a

1 face-to-face meeting to discuss the referral and initial safety  
2 planning. The meeting with the referring party is to occur within  
3 seven (7) business days of assignment by WRIT.

- 4 5.3 CONTRACTOR's Care Coordinator and/or Parent Partner shall contact  
5 Participant's family within one (1) business day from the face-  
6 to-face meeting with referring party. Care Coordinator and Parent  
7 Partner shall conduct an initial face-to-face meeting with the  
8 Participant's family within fourteen (14) calendar days of  
9 assignment by WRIT. Topics to be discussed during the initial  
10 meeting shall include, but are not limited to, the following:

11 5.3.1 Wrap OC Goals;

12 5.3.2 Wrap OC Process;

13 5.3.3 Expectations/role of the Referring Party as outlined  
14 in the Wraparound Parties Agreement form;

15 5.3.4 Expectations of parent(s) or caregiver(s);

16 5.3.5 Expectation(s) of Participant;

17 5.3.6 Development of the Wrap CFT;

18 5.3.7 Safety issues regarding the Participant and the  
19 Participant's parent(s)/caregiver(s); and

20 5.3.8 Stability of housing, childcare, and respite needs.

- 21 5.4 CONTRACTOR's Youth Partner shall conduct an initial face-to-face  
22 meeting with the Participant within seven (7) calendar days of  
23 assignment by CONTRACTOR.

- 24 5.5 CONTRACTOR's Care Coordinator shall notify the referring party of  
25 the date, time, and place of the initial Wrap CFT meeting;  
26 subsequent Wrap CFTs; and court-related and/or school-related  
27 meetings involving the Participant. Taking into consideration  
28 the family's obligations such as work and school, the Care



1 Coordinator shall schedule Wrap CFT meetings to maximize  
2 opportunities for the SSW, DPO, and/or MH Clinician to attend  
3 regularly.

4 5.6 CONTRACTOR staff shall ensure the Participant's  
5 parent(s)/caregiver(s) or previously authorized adult designee,  
6 as determined by the Wrap CFT, is present in the home or at the  
7 predetermined meeting location whenever any other team member(s)  
8 and/or CONTRACTOR staff are present. CONTRACTOR staff shall not  
9 enter a home or commence meetings unless the Participant's  
10 parent(s)/caregiver(s) or adult designee is present.

11 5.7 CONTRACTOR'S Care Coordinator shall notify the referring party as  
12 soon as possible, but no later than three (3) business days, of  
13 changes or cancellations in any meetings involving the  
14 Participant.

15 5.8 CONTRACTOR'S Care Coordinator shall facilitate the development of  
16 an initial POC by the Wrap CFT, and submit the POC to ADMINISTRATOR  
17 within one (1) month of assignment (e.g., if assignment date is  
18 May 15, POC shall be due on June 15). CONTRACTOR'S Care  
19 Coordinator shall be responsible for ensuring the POC, and all  
20 ensuing POCs, promote the goal of self-sufficiency of the family  
21 while concurrently addressing the family's unique challenges.  
22 CONTRACTOR'S Care Coordinator and Wrap CFT shall ensure the POC  
23 is:

24 5.8.1 Written and available in English and in the family's  
25 primary language, if other than English;

26 5.8.2 Reflective of the culture, values, and beliefs of the  
27 Participant, Participant's family, and the referring  
28 party's safety concerns;

- 1                   5.8.3 Signed by all Wrap CFT members;
- 2                   5.8.4 Developed and completed in a timely manner as
- 3                         referenced in Subparagraph 5.8 of this Exhibit A;
- 4                   5.8.5 Viable, with identified supports that are attainable
- 5                         and capable of providing the outlined services that
- 6                         will enable the Participant to remain in a family
- 7                         environment or home-like setting, and minimize the risk
- 8                         of the Participant being placed in congregate care;
- 9                   5.8.6 Accurate in identifying the issues that resulted in
- 10                         the referral of the Participant and Participant's
- 11                         family to Wrap OC;
- 12                   5.8.7 Re-evaluated by CONTRACTOR, at a minimum every three
- 13                         (3) months, or when a change occurs in the Participant
- 14                         and/or Participant's support system, as identified in
- 15                         the POC; and
- 16                   5.8.8 Updated to include the development of an addendum to
- 17                         an active POC when a new and/or significant change in
- 18                         circumstances occurs, and/or a need or safety issue
- 19                         arises that was not anticipated or included in the
- 20                         initial POC.

21           5.9   CONTRACTOR's Care Coordinator shall update, modify, and/or extend  
22                 each POC at three (3) month intervals, or as deemed necessary by  
23                 the Wrap CFT and approved by ADMINISTRATOR. The updated, modified,  
24                 and/or extended POC shall be submitted to ADMINISTRATOR within  
25                 seven (7) calendar days of completion.

26           5.10 CONTRACTOR's Care Coordinator shall ensure that the POC signature  
27                 sheet includes the full name and signature of each Wrap CFT member  
28                 present at each Wrap CFT meeting. Signatures shall indicate that

1 each Wrap CFT member understands the POC, its goal(s), and its  
2 action plan(s). The signature sheet shall indicate the  
3 formal/informal status of each Wrap CFT member and the date of  
4 the Wrap CFT meeting.

5 5.11 The Wrap CFT shall develop a viable Safety Plan prior to the  
6 Participant's return home, if applicable, or within one (1) month  
7 of assignment if the Participant is already home when Wrap OC  
8 becomes involved. The Wrap CFT shall also develop an addendum to  
9 the current Safety Plan when there is a new or significant change  
10 in safety issues that were not anticipated or included in the  
11 initial Safety Plan. CONTRACTOR shall ensure the Safety Plan  
12 meets, but is not limited to, the following criteria:

13 5.11.1 Written and available in English and the family's  
14 primary language, if other than English;

15 5.11.2 Signed by all applicable Wrap CFT members;

16 5.11.3 Developed and completed in a timely manner as  
17 referenced in Subparagraph 5.11;

18 5.11.4 Viable, with identified supports that are attainable  
19 and capable of providing the outlined services that  
20 will enable the Participant to remain in a family  
21 environment or home-like setting and minimize the risk  
22 of the Participant being placed in congregate care;

23 5.11.5 Reflect the issues that resulted in the referral of  
24 the Participant and the Participant's family to Wrap  
25 OC; and

26 5.11.6 Re-evaluated by CONTRACTOR, at minimum once every three  
27 (3) months, or when a change occurs in the Participant  
28 and/or the Participant's support system(s), as

1 identified in the Safety Plan.

2 5.12 CONTRACTOR's shall ensure Care Coordinator, Parent Partner, and  
3 Youth Partner staff provide, or secure, support and  
4 crisis/emergency services for each Participant and/or  
5 Participant's family by proactive crisis-prevention planning with  
6 the Wrap CFT, continual Wrap CFT review of the Safety Plan, and  
7 ongoing communication with the Participant and Participant's  
8 family through face-to-face contact, telephone contact, or other  
9 designated communication system(s) including, but not limited to,  
10 text messages and/or electronic mail.

11 5.13 CONTRACTOR shall ensure Care Coordinator, Wraparound Supervisor,  
12 Parent Partner, and Youth Partner staff do not make promises to  
13 the Participant, the Participant's family, and/or any member(s)  
14 of the Participant's Wrap CFT regarding interventions and/or  
15 activities provided or available, financial aid that might be  
16 available, resolution of legal/court issues, and/or any Wrap OC  
17 programmatic results.

18 5.14 CONTRACTOR shall ensure Care Coordinator, Parent Partner, and  
19 Youth Partner staff teach the Wrap CFT how to locate resources by  
20 directly assisting the family in accessing resources and providing  
21 guides such as telephone numbers, addresses, and community  
22 resource guides, for services and/or supplies based on needs  
23 described in the Participant's POC. Additionally, the Care  
24 Coordinator, Parent Partner, and Youth Partner shall follow-up  
25 with the family to ensure said resources and services were accessed  
26 within the applicable POC timeframe.

27 5.15 CONTRACTOR's Care Coordinator shall be responsible for making  
28 requests for services and/or service extensions to the PNP, as

1 determined to be appropriate for the Participant and the  
2 Participant's family by the Wrap CFT.

3 5.16 CONTRACTOR's Care Coordinator shall, at the end of the initial  
4 and all subsequent Wrap CFT meetings, restate assignments team  
5 members accepted and distribute written action lists to all Wrap  
6 CFT members, including deadlines and expectations for tasks to be  
7 completed by the next Wrap CFT meeting.

8 5.17 CONTRACTOR's Care Coordinator shall prepare, prior to each Wrap  
9 CFT meeting, a collaborative Wrap CFT meeting agenda and sign-in  
10 sheet, which shall include the first and last names of all  
11 identified Wrap CFT members, and a space for each member to sign  
12 his or her name. At the beginning of each subsequent Wrap CFT  
13 meeting, the Care Coordinator shall:

14 5.17.1Distribute copies of the prepared Wrap CFT meeting  
15 agenda and sign-in sheet for attendees to sign;

16 5.17.2Lead the Wrap CFT meeting, ensure that each Wrap CFT  
17 member signs the meeting sign-in sheet clearly  
18 indicating first and last names, and using the Action  
19 Team Form created at the prior Wrap CFT meeting(s),  
20 ask for results of tasks assigned at previous Wrap CFT  
21 meetings;

22 5.17.3Review the team's accomplishments toward meeting  
23 identified needs and reassign incomplete tasks, as  
24 necessary;

25 5.17.4Post the Wrap CFT's Strengths List and the family's  
26 Needs List where team members can see them at each Wrap  
27 CFT meeting. The Care Coordinator and Parent Partner  
28 shall use the Strengths List as the framework for Wrap

1 CFT discussions, to successfully acknowledge goals  
2 that have been met and to address challenges and/or  
3 barriers to goal attainment;

4 5.17.5 Guide the Wrap CFT in modifying and/or updating the  
5 POC and Safety Plan to reflect a logical progression  
6 in achieving the Wrap CFT's vision;

7 5.17.6 Ensure that the POC sets benchmarks for transitioning  
8 each Participant and Participant's family to less  
9 restrictive, less intrusive, and less formal services,  
10 taking into consideration the ability of families to  
11 move through the process at their own pace; and

12 5.17.7 Ensure that adult services and support representatives  
13 are included in the Wrap CFTs for Participants who are  
14 or may be likely to need formal support services as  
15 adults.

16 5.18 CONTRACTOR'S Care Coordinator shall maintain a Medi-Cal chart and  
17 a Wrap OC case file for each Participant, as appropriate.

18 5.19 CONTRACTOR's Care Coordinator shall collaborate with the referring  
19 party, the Parent Partner, and the Participant's  
20 parent(s)/caregiver(s) to ensure that each Participant and  
21 Participant's siblings participating in the Wrap CFT are connected  
22 to medical homes.

23 5.20 Conflict Resolution

24 Step 1: If parties, which may include referring party and  
25 CONTRACTOR staff, are unable to resolve differences or support a POC, each party  
26 shall, as soon as possible but no later than three (3) business days, forward  
27 details of the dispute to their respective immediate supervisor for mutual  
28 review. Parties shall also notify ADMINISTRATOR.

1           Step 2: If the difference of opinion remains after discussion  
2 between the supervisors or a supervisor is not available, a Technical Assistance  
3 Meeting shall be scheduled as soon as possible. Nothing in this section limits  
4 ADMINISTRATOR's ability to terminate this Agreement pursuant to Paragraph 42 of  
5 this Agreement.

6       6.    FLEX FUND STANDARDS

7           Flex Funds are accessible for needed supports and services of Wrap OC.  
8 Flex Funds may be used for emergencies and/or crisis/safety stabilization,  
9 implementation strategies and interventions, recognition activities related to  
10 milestone achievements, and celebrations supporting transition. All Flex Fund  
11 expenditures submitted for reimbursement are subject to advance written approval  
12 by ADMINISTRATOR.

13           ADMINISTRATOR, in its sole discretion, may modify the dollar amount and/or  
14 timeframe thresholds and/or require prior written authorization for any Flex  
15 Fund expenditure.

16           6.1 CONTRACTOR's use of Flex Funds shall be purposeful and tied to  
17 specific goals stated in the POC.

18           6.2 CONTRACTOR shall use Flex Funds creatively and effectively in the  
19 development of services and support for the Participant and the  
20 Participant's family, to build on family strengths, add value to  
21 the stated mission for the family, help meet identified needs of  
22 the Participant and Participant's family, and be relevant to  
23 family's sense of identity. The family's sense of identity  
24 includes, but is not limited to, ethnicity, age, nationality,  
25 spirituality, and traditions.

26           6.3   Fiscal Strategies

27           6.3.1 CONTRACTOR shall have fiscal strategies in place for  
28 implementing the use of Wrap OC Flex Funds. These

1 strategies shall include, but are not limited to, the  
2 following:

3 6.3.1.1 CONTRACTOR shall reserve a minimum of ten  
4 percent (10%) of the Agreement maximum obligation  
5 to be used specifically for Flex Fund purposes.

6 6.3.1.2 CONTRACTOR shall develop a plan to ensure  
7 staff has timely access to Flex Funds to promptly  
8 address the Participant's and/or Participant's  
9 family's needs. The plan may be evaluated  
10 regularly by ADMINISTRATOR, and CONTRACTOR shall  
11 make changes as determined by ADMINISTRATOR.

12 6.3.1.3 CONTRACTOR shall have a mechanism or work flow  
13 process in place whereby an emergency Flex Fund  
14 request is completed within two (2) business days  
15 of the request.

16 6.3.1.4 CONTRACTOR shall ensure expenses are related  
17 to interventions utilized for implementing the POC  
18 and/or Safety Plan, to help project and strategize  
19 services.

20 6.3.1.5 CONTRACTOR's procedures for documenting and  
21 accounting for the use of all Flex Funds shall  
22 include retention of comprehensive source  
23 documentation in accordance with Paragraph 19 of  
24 this Agreement.

25 6.3.1.6 CONTRACTOR shall collect expenditure  
26 information for all purchases made with Flex Funds.  
27 Expenditure information shall be submitted using a  
28 form or database as provided and requested by



1 ADMINISTRATOR. Flex Fund expenditures submitted  
2 with a form shall be signed and dated by the staff  
3 who made the purchase and his/her supervisor. All  
4 Flex Fund expenditures shall have attached valid,  
5 legible source documents (i.e., itemized receipts,  
6 canceled checks, purchase orders, etc.) for each  
7 purchase.

8 6.3.1.7 CONTRACTOR shall maintain detailed records  
9 (including itemized store receipts) of items  
10 purchased using gift cards. Usage of gift cards  
11 shall be subject to ADMINISTRATOR review and  
12 advance, written authorization.

13 6.3.1.8 CONTRACTOR shall ensure required Flex Fund  
14 expense information is entered into  
15 ADMINISTRATOR'S database system, correctly and  
16 timely.

17 6.3.1.9 CONTRACTOR shall reimburse providers of direct  
18 services to Participants for payment of direct,  
19 basic needs expenditures authorized through a  
20 Participant's POC.

21 6.3.1.10 CONTRACTOR shall not directly reimburse  
22 Participant and/or Participant's family member(s)  
23 for payment of any expenditure.

24 6.3.1.11 CONTRACTOR shall obtain prior written  
25 authorization from ADMINISTRATOR for individual  
26 purchases made on behalf of a Participant and/or  
27 Participant's family in an amount equal to or over  
28 five hundred dollars (\$500) and/or if the expense

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is expected to continue for three (3) months or more, except as otherwise previously approved and specifically documented in the Family Budget or the Family Emergency Budget.

6.3.1.12 CONTRACTOR shall, within three (3) business days, upon request, provide ADMINISTRATOR with documentation supporting any and all expenses utilizing Flex Funds.

6.3.1.13 Although by nature Wrap OC necessitates flexibility in the use of funds to create individualized services and supports for Participants and Participants' families, CONTRACTOR shall monitor all funding and justify all expenses as reasonable, age-appropriate, prudent, and in compliance with Wrap OC standards.

6.4 Unauthorized Flex Fund Purchase List

ADMINISTRATOR, in its sole discretion, may modify the subsequent unauthorized Flex Fund purchase list.

6.4.1 Flex Funds shall not be used to purchase, nor shall COUNTY reimburse CONTRACTOR for purchase, of the following:

- 6.4.1.1 Improvement of land, construction, or permanent improvement(s) of any building or facility;
- 6.4.1.2 Alcoholic beverages, drugs or tobacco products;
- 6.4.1.3 Lottery tickets;
- 6.4.1.4 Credit card or revolving credit account bills;

1 6.4.1.5 Tips in excess of twenty percent (20%) of a  
2 meal bill;

3 6.4.1.6 Legal fees, penalties, damages or fines such  
4 as, but not limited to, bounced check fees,  
5 attorney fees, restitution penalties, damages due  
6 to landlords, etc.;

7 6.4.1.7 Federal, State, local, property, and/or  
8 business tax assessments;

9 6.4.1.8 Long-term membership contracts or fees (e.g.,  
10 multi-year gym memberships, annual contract for  
11 martial art lessons, etc.);

12 6.4.1.9 Inappropriate incentive items including, but  
13 not limited to, violent or sexually explicit  
14 videos, movies, magazines, books, etc.; or

15 6.4.1.10 Controversial therapy methods such as Holding  
16 therapy, Rebirthing therapy, and/or  
17 psychophysiological testing (i.e., lie detector  
18 tests) and/or controversial treatment programs  
19 such as "boot camp" programs utilizing isolation,  
20 deprivation, humiliation and/or shaming  
21 interventions and tactics.

22 6.5 Family Budget

23 6.5.1 CONTRACTOR shall establish procedures in which the  
24 Wraparound Supervisor, in conjunction with the  
25 assigned Care Coordinator and/or the Parent Partner,  
26 utilize a planning document and develop a strategy and  
27 a projected budget for the family.

28 6.5.2 The Family Budget shall include expenditure(s) and

1 CONTRACTOR's interventions related to the  
2 implementation of the POC for the Participant and the  
3 Participant's Family. Interventions shall be based on  
4 anticipated needs and safety issues during the initial  
5 three (3) months of Wrap OC. These needs may include,  
6 but are not limited to, the following:

- 7 6.5.2.1 Participant involvement in informal and/or  
8 formal services;
- 9 6.5.2.2 Tutoring and/or emotional/behavioral  
10 assistance programs;
- 11 6.5.2.3 Child care, respite care;
- 12 6.5.2.4 Suitable clothing, shoes, and/or other basic  
13 needs;
- 14 6.5.2.5 Cost of utilities, (e.g., electricity, gas,  
15 sewage, and/or water);
- 16 6.5.2.6 Rental assistance, deposit(s), a single  
17 month's rent to avoid eviction, rent, and/or  
18 deposits for NMDs preparing to live independently;
- 19 6.5.2.7 Goods, such as furniture and appliances;
- 20 6.5.2.8 Emergency medical/dental and/or medication  
21 expenses;
- 22 6.5.2.9 Transportation costs, including costs for car  
23 repairs, necessary for Participants to travel to  
24 and from medical/counseling appointments, school,  
25 work, etc.;
- 26 6.5.2.10 Expenses for family recreational activities  
27 (e.g., movies, zoo) with a brief statement  
28 outlining the therapeutic value of the activity;

1 6.5.2.11 Expenses necessary to assist with enriching  
2 the Participant's life (e.g., music, dance, and/or  
3 swimming lessons, equipment or fees to participate  
4 in a sport, camp, scouting and/or other age-  
5 appropriate youth programs, uniforms for  
6 employment, etc.); and

7 6.5.2.12 Other needs that promote the Participant's  
8 success, safety, and/or permanency in the home,  
9 school, and community.

10 6.5.3 The Family Budget shall remain separate and distinct  
11 from the family's separate, personal financial budget,  
12 which shall continue to be managed by the Participant's  
13 parent(s)/caregiver(s).

14 6.5.4 CONTRACTOR shall develop a Family Budget that is  
15 specifically related to items in the Participant's POC  
16 and includes input from the entire Wrap CFT.  
17 CONTRACTOR shall complete and submit the Family Budget  
18 to ADMINISTRATOR within one (1) week of completing the  
19 applicable POC.

20 6.5.5 CONTRACTOR shall monitor and administer the Family  
21 Budget and establish procedures for CONTRACTOR's staff  
22 to access Flex Funds.

23 6.5.6 CONTRACTOR shall provide to ADMINISTRATOR, as part of  
24 each POC, justification supporting the Family Budget  
25 as prudent and necessary to meet the needs of the  
26 Participant and Participant's family and to implement  
27 the Wrap OC process. CONTRACTOR shall submit a copy  
28 of the Family Budget with each POC.

1                   6.5.7 CONTRACTOR shall develop and implement procedures for  
2                   documenting and accounting for the use of any and all  
3                   Flex Funds related to each Family Budget.

4           6.6   Family Emergency

5                   6.6.1 During participation in Wrap OC, CONTRACTOR shall  
6                   utilize Flex Funds to address Participant's Family  
7                   Emergency expenditure(s), which were not previously  
8                   addressed in the Family Budget.

9                   6.6.2 CONTRACTOR shall monitor and administer the Family  
10                  Emergency funds and establish procedures for  
11                  CONTRACTOR staff to access said funds. Family  
12                  Emergency funds shall be used for, but not be limited  
13                  to, the following:

14                   6.6.2.1 Housing crisis;

15                   6.6.2.2 Lack of food or groceries;

16                   6.6.2.3 Immediate need for prescription medication(s)  
17                   or medical attention;

18                   6.6.2.4 Participant's family's inability to meet  
19                   obligation for the cost of utilities;

20                   6.6.2.5 Inability of parent(s) and/or caregiver(s) to  
21                   maintain employment;

22                   6.6.2.6 Transportation crisis; and

23                   6.6.2.7 Other justified crisis that jeopardizes the  
24                   permanency and/or placement of the Participant with  
25                   family.

26                   6.6.3 CONTRACTOR shall update the Family Budget to address  
27                   Family Emergency expense(s) within fourteen (14)  
28                   calendar days of the occurrence of the emergency.

1           6.7 Additional Costs

2           Additional Costs may be incurred as a routine part of providing  
3 Wrap OC. These costs are common to all Wrap OC Provider Agencies and are linked  
4 to an individual Participant and/or family need.

5           6.7.1 CONTRACTOR shall monitor and administer the use of  
6 Additional Cost funds and establish procedures for  
7 CONTRACTOR staff to access said funds. Additional Cost  
8 funds shall be used for, but not be limited to, the  
9 following:

10          6.7.1.1 Participating in various activities necessary  
11 to develop rapport between the Parent Partner  
12 and/or Youth Partner and the Participant and the  
13 Participant's family in the implementation of Wrap  
14 OC;

15          6.7.1.2 Celebrations honoring a Participant and/or  
16 Participant's family's success at achieving  
17 milestones and concluding Wrap OC; and

18          6.7.1.3 Providing incentives for Participants and/or  
19 Participants' families that support Wrap OC  
20 practices and the development of Participant  
21 permanency and family self-sufficiency.

22          6.7.2 CONTRACTOR shall develop and implement procedures for  
23 documenting and accounting for the use of all Flex  
24 Funds related to Additional Costs listed in this  
25 Subparagraph 6.7 of this Exhibit A.

26       7. TRAINING

27       ADMINISTRATOR will provide initial and ongoing training for all CONTRACTOR  
28 staff employed to deliver services for Wrap OC. ADMINISTRATOR's designee and/or

1 CDSS may provide subsequent training(s). At ADMINISTRATOR's discretion,  
2 training may be extended to CONTRACTOR's administrative Wrap OC staff.

3 7.1 CONTRACTOR shall ensure that CONTRACTOR's Wrap OC staff receive  
4 required education, training, and support as deemed necessary by  
5 ADMINISTRATOR, including, but not limited, to the following:

6 7.1.1 Wrap OC Overview Training

7 ADMINISTRATOR's Wrap OC Overview training session provides  
8 a general overview of the Wrap OC model and principles, implementation history,  
9 target populations, and ADMINISTRATOR/CONTRACTOR collaborative efforts.

10 7.1.1.1 CONTRACTOR shall ensure that all Wrap OC staff  
11 complete this mandatory training within thirty (30)  
12 days of hire date, or as soon as possible  
13 thereafter depending on scheduled training by  
14 ADMINISTRATOR.

15 7.1.2 Wrap OC Four (4)-Day Core Training

16 ADMINISTRATOR's mandatory Wrap OC Four (4)-Day Core  
17 training provides "Introduction and Engagement" and "Skill Building"  
18 information, including a comprehensive overview of Wrap OC, the ten (10)  
19 principles and four (4) Phases of Wrap OC, and overall Wrap OC team expectations  
20 and structure.

21 Wrap OC Four (4)-Day Core training is also designed to  
22 build team-facilitation skills, enhance community-based service coordination,  
23 and model Wrap OC team principles including using a strength-based, family-  
24 centered, and team-driven approach.

25 7.1.2.1 CONTRACTOR's staff shall attend this training  
26 at initial hiring or when changing positions within  
27 Wrap OC. CONTRACTOR shall ensure that all Wrap OC  
28 staff complete training within thirty (30) days of



1 hire date, or as soon as possible thereafter  
2 depending on scheduled training by ADMINISTRATOR.

3 7.1.2.2 ADMINISTRATOR intends to conduct training a  
4 minimum of two (2) times per calendar year. At  
5 ADMINISTRATOR's discretion, CONTRACTOR shall  
6 provide staff to assist with conducting said  
7 training.

8 7.1.3 TFCO-OC Training

9 7.1.3.1 CONTRACTOR shall ensure that all Wrap OC staff  
10 assigned to TFCO-OC Participants, complete  
11 training as soon as possible after hire date, as  
12 scheduled by ADMINISTRATOR.

13 7.1.4 Facilitation Training

14 Facilitation training is a mandatory one (1)-day training  
15 to follow Wrap OC Four (4)-Day Core series. This training is designed to build  
16 Wrap CFT facilitation skills, enhance community-based service coordination, and  
17 model Wrap CFT principles including the Wraparound model's strength-based,  
18 family-centered, team-driven approach.

19 7.1.4.1 CONTRACTOR shall ensure that each Wraparound  
20 Director, Wraparound Supervisor, and Care  
21 Coordinator completes this training as soon as  
22 possible after hire date, as scheduled by  
23 ADMINISTRATOR and/or as ADMINISTRATOR deems  
24 appropriate.

25 7.1.5 Database Training

26 Database training is a mandatory training following the  
27 Wrap OC Four (4)-Day Core series and is designed to provide an introduction and  
28 instructions on the use of ADMINISTRATOR's database system.

1                   7.1.5.1   CONTRACTOR shall ensure that all Wrap OC staff  
2                                   complete this training as soon as possible after  
3                                   hire date, as scheduled by ADMINISTRATOR and/or as  
4                                   ADMINISTRATOR deems appropriate.

5                   7.1.5.2   CONTRACTOR shall train Wrap OC staff in the  
6                                   usage of ADMINISTRATOR's database as instructed by  
7                                   ADMINISTRATOR.

8                   7.1.6 Wrap OC Institute Training

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

16                   7.1.6.1   CONTRACTOR shall ensure that all staff who  
17                                   deliver Wrap OC attend this monthly mandatory  
18                                   training as scheduled by ADMINISTRATOR.

19                   7.1.7 Wrap OC Professional Growth Training

20                   Wrap OC Professional Growth is a mandatory training  
21                   designed to provide opportunities for position-specific training and growth,  
22                   and encourage collaboration and support among Wrap OC Provider Agencies. The  
23                   goal of the training is to increase skills and knowledge while enhancing Wrap  
24                   OC practice and services to Wrap OC families. Wrap OC team members' individual  
25                   strengths, skills, experience, and contributions are equally valued and vital  
26                   to the team model and continued success of Wrap OC.

27                   7.1.7.1   CONTRACTOR shall ensure that each Wraparound  
28                                   Supervisor, Care Coordinator, Parent Partner, and

1 Youth Partner attend these mandatory trainings as  
2 scheduled by ADMINISTRATOR and/or as ADMINISTRATOR  
3 deems appropriate.

4 7.1.8 New Parent Partner Training

5 New Parent Partner training outlines the roles and  
6 expectations of Parent Partners.

7 7.1.8.1 CONTRACTOR shall ensure that the Wraparound  
8 Director, Wraparound Supervisors, and Parent  
9 Partners complete this mandatory training as soon  
10 as possible after hire date, as scheduled by  
11 ADMINISTRATOR, and/or as ADMINISTRATOR deems  
12 appropriate.

13 7.1.9 New Youth Partner Training

14 New Youth Partner training outlines the roles and  
15 expectations of Youth Partners.

16 7.1.9.1 CONTRACTOR shall ensure that the Wraparound  
17 Director, Wraparound Supervisors, and Youth  
18 Partners complete this mandatory training  
19 following the Wrap OC Four (4)-Day Core series as  
20 scheduled by ADMINISTRATOR and/or as ADMINISTRATOR  
21 deems appropriate.

22 7.1.10 Medi-Cal Training

23 7.1.10.1 Medi-Cal is a two (2)-day training to follow  
24 the Wrap OC Four (4)-Day Core series. CONTRACTOR  
25 shall ensure that appropriate Wrap OC staff  
26 complete the mandatory training following the Wrap  
27 OC Four (4)-Day Core series and/or as ADMINISTRATOR  
28 deems appropriate. This training is designed to

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provide an overview of, but is not limited to, the following:

7.1.10.1.1 Medi-Cal eligibility and reimbursement guidelines;

7.1.10.1.2 Health Insurance Portability and Accountability Act (HIPAA) and Office of HIPAA Compliance requirements;

7.1.10.1.3 Collaboration with treating therapists;

7.1.10.1.4 Assessment, Care Plan (CP) and medical necessity determinations;

7.1.10.1.5 Documentation, signatures and authorizations;

7.1.10.1.6 Data entry and access to IRIS;

7.1.10.1.7 Case management and rehabilitation services;

7.1.10.1.8 Intensive Care Coordination (ICC) and In Home Behavior Support (IHBS) activities; and

7.1.10.1.9 Medi-Cal documentation, chart review and audits.

7.1.10.2 CONTRACTOR shall facilitate ongoing regular Medi-Cal documentation trainings to all Wrap OC Provider Agencies' staff, to ensure understanding of compliant Medi-Cal documentation and to provide updates on documentation changes per HCA.

7.1.11 CONTRACTOR Training

7.1.11.1 CONTRACTOR shall provide ongoing training for

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all Wrap OC staff and may be conducted through individual and/or group supervision. Training shall include, but not be limited to, developing skills of Wrap OC staff to effectively:

7.1.11.1.1 Identify, address, and resolve conflict during the facilitation of Wrap CFT meetings, and thereafter, if necessary, to accomplish the family mission;

7.1.11.1.2 Guide the development of individualized, effective POCs and the timely progression of the Wrap CFT through the phases of Wrap OC;

7.1.11.1.3 Recognize safety and procedural concerns, and anticipate and prevent crises;

7.1.11.1.4 Establish and maintain professional boundaries, and identify and effectively resolve instances of poor judgment resulting from inappropriate boundaries with Participant or Participant's family;

7.1.11.1.5 Identify barriers proactively to progress and seeking supervisor assistance;

7.1.11.1.6 Input data accurately and timely into ADMINISTRATOR's database system;

7.1.11.1.7 Participate in the Wraparound Fidelity Index (WFI) interviewing process as needed; and

7.1.11.1.8 Administer pre- and post-tests in a format as requested by ADMINISTRATOR.

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- 7.2 CONTRACTOR shall have a training and staff development plan that includes topics in accordance with CDSS SB 163. Said plan shall adhere to and may supplement ADMINISTATOR's Wraparound Training Plan.
- 7.3 CONTRACTOR shall provide supervision that emphasizes the values and principles of Wrap OC and the implications of the values for practice, programs, and systems.
- 7.4 CONTRACTOR staff shall be mentored and coached on an ongoing basis by experienced peers to ensure high-quality implementation of the values and processes of Wrap OC.
- 7.5 CONTRACTOR shall develop clear priorities for the implementation of coordinated and collaborative training opportunities with the broader system-of-care partners to ensure alignment on service direction, implementation, and training content.
- 7.6 CONTRACTOR shall participate in the development of training materials and the provision of training as part of the Wrap OC Training Committee. CONTRACTOR shall also participate in the development of additional training materials and additional training for Wrap OC Provider Agency staff and COUNTY staff, as may be required by the ADMINISTRATOR.
- 7.7 CONTRACTOR shall ensure that each Care Coordinator, Parent Partner, and Youth Partner attends service coordination meetings provided by the Wrap OC Support Services provider.

8. REPORTING

- 8.1 In addition to reporting requirements referenced in Paragraph 37 of this Agreement, CONTRACTOR shall establish procedures, as approved by ADMINISTRATOR, to document fiscal and service delivery data regarding Wrap OC.

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8.2 CONTRACTOR shall submit to ADMINISTRATOR Wrap OC data in formats that shall include, but are not limited to, monthly and year-to-date summaries as well as fiscal and service delivery data.

8.3 CONTRACTOR shall enter required data into ADMINISTRATOR's database system by the tenth (10th) day of the following month for preceding month's data. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to modify the frequency of reports submitted to ADMINISTRATOR.

8.4 Wraparound Phase and Progress Report

8.4.1 CONTRACTOR shall enter and maintain current data in ADMINISTRATOR's database system to generate accurate reports, which include, but are not limited to, the following:

- 8.4.1.1 Participant's first and last name;
- 8.4.1.2 Name of Care Coordinator, Parent Partner, and Youth Partner assigned to each Participant's case;
- 8.4.1.3 The current Wrap OC phase, as described in Subparagraph 2.12 of this Exhibit A, of the Participant's case;
- 8.4.1.4 The date(s) the first face-to-face meeting(s) occurred between the Participant and/or the Participant's family and the Care Coordinator, Parent Partner and Youth Partner;
- 8.4.1.5 The date(s) the most recent face-to-face meeting(s) between the Participant and/or the Participant's family and the Care Coordinator, Parent Partner and Youth Partner occurred during the month;

- 1 8.4.1.6 The frequency with which face-to-face meetings
- 2 between the Participant and/or the Participant's
- 3 family and the Care Coordinator, Parent Partner
- 4 and Youth Partner occurred during the month;
- 5 8.4.1.7 The date and version number of the current POC
- 6 or POC Addendum;
- 7 8.4.1.8 A notation as to whether the Participant's
- 8 case is CalWORKs related;
- 9 8.4.1.9 The name of each Care Coordinator, the number
- 10 and names of Participants and Participants'
- 11 families, and number of Wrap OC Referral Slots
- 12 assigned to each specific Care Coordinator;
- 13 8.4.1.10 The name of each Parent Partner, the number
- 14 and names of Participants and Participants'
- 15 families, and number of Wrap OC Referral Slots
- 16 assigned to each specific Parent Partner;
- 17 8.4.1.11 The name of each Youth Partner and the number
- 18 and names of Participants assigned to each specific
- 19 Youth Partner;
- 20 8.4.1.12 The name of each TFCO-OC Youth Partner and the
- 21 number and names of Participants assigned to each
- 22 specific TFCO-OC Youth Partner;
- 23 8.4.1.13 The name of each Wraparound Supervisor and the
- 24 number of Parent Partners, Care Coordinators, and
- 25 Youth Partners supervised by each specific
- 26 Wraparound Supervisor;
- 27 8.4.1.14 The number of cases for which contact between
- 28 Care Coordinator/Parent Partner/Youth Partner and



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Participant and/or Participant's family was initiated within three (3) business days of case assignment to Provider;

8.4.1.15 The name of each TFCO-OC Youth Partner and the number and names of TFCO-OC Participants assigned to each TFCO-OC Youth Partner;

8.4.1.16 The number of Emergency CFT meetings and Wrap CFT meetings held during the month;

8.4.1.17 A description of Provider's progress in implementing each Participant's specific Wrap OC Phase, the success and/or shortfalls in implementation, and strategies for improvement;

8.4.1.18 A list of all informal supports and community resources identified and made available to Participants and Participants' families, the successes and failures in obtaining and/or incorporating said supports, and resources, and strategies for improvement; and

8.4.1.19 A list of all PNP services identified and made available to Participants and Participants' families, the successes and failures in obtaining and/or implementing services, and strategies for improvement.

8.5 Child Out of Home Report (COR)

COR information shall be entered into ADMINISTRATOR's database system on the day information is received, or no later than the next business day. Information shall include the date the Participant left the home and under what circumstances.

1                   8.5.1 CONTRACTOR shall immediately, or no later than the next  
2                   business day, update COR in the ADMINISTRATOR'S  
3                   database system, upon the Participant's return to the  
4                   home or upon receipt of information concerning  
5                   Participant's whereabouts. COR information shall  
6                   include, but not be limited to:

7                   8.5.1.1 Participant's name;

8                   8.5.1.2 Date of placement;

9                   8.5.1.3 Date of Legal Status Change (i.e. Ward or  
10                   Dependent of the Juvenile Court and/or engaged in  
11                   Family Reunification [FR], Family Maintenance  
12                   [FM], Voluntary Family Services [VFS], Adoption  
13                   Assistance Program [AAP], etc.);

14                   8.5.1.4 Name of placement or placement facility and  
15                   location of placement or placement facility; and

16                   8.5.1.5 Date Participant was removed from and/or  
17                   returned to placement, as applicable.

18                   8.6 Wrap OC Flex Fund Report

19                   8.6.1 CONTRACTOR shall enter all Flex Fund expenditures for  
20                   the previous month into ADMINISTRATOR's database  
21                   system no later than the fifteenth (15<sup>th</sup>) of each month.  
22                   Flex Fund expenditure information shall include, but  
23                   not be limited to, the following:

24                   8.6.1.1 Payment(s) made utilizing Flex Funds for  
25                   commodities and/or services identified in each POC;

26                   8.6.1.2 The relevance of the purchase or expenditure  
27                   to the POC;

28                   8.6.1.3 How the commodity and/or service(s) impacted

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the Participant and/or Participant's family within the POC timeframe; and

8.6.1.4 The type(s) of expense(s) (e.g. food) and funding source(s) (e.g. AAP expenditure).

8.7 Wrap OC Outcome Measures Report

8.7.1 CONTRACTOR shall cooperate with ADMINISTRATOR, and/or ADMINISTRATOR's designee with the provision of Wrap OC data for the development of Outcome Measures Reports. ADMINISTRATOR shall determine parameters of required data and date(s) data is required. At a minimum, CONTRACTOR shall develop and submit to ADMINISTRATOR, in a format approved by ADMINISTRATOR, periodic reports detailing performance outcome measures including, but not limited to, Participant's success(es) and/or failure(s) in meeting Wrap OC goals. CONTRACTOR shall comply with, upon written instructions from ADMINISTRATOR, State requirements and standards for other and/or additional performance outcome measures, which may be implemented by ADMINISTRATOR or the State at any time during the term of this Agreement.

8.8 Wrap OC Social Services Agency (SSA) and HCA Programmatic Report

8.8.1 CONTRACTOR shall develop and submit to ADMINISTRATOR programmatic reports, which shall include a description of CONTRACTOR's progress in implementing the provisions of this Agreement, any pertinent facts and/or interim findings, staff changes, and reasons for any such changes. CONTRACTOR shall state whether CONTRACTOR, is or is not, progressing satisfactorily

1 in achieving all of the terms of this Agreement and if  
2 not, shall specify what steps will be taken to achieve  
3 satisfactory progress.

4 8.9 Miscellaneous Wrap OC Reports

5 8.9.1 CONTRACTOR shall comply with ADMINISTRATOR's request  
6 for additional reports regarding the Participant's  
7 implementation and/or progress in Wrap OC. Reports  
8 shall be prepared in a format approved by  
9 ADMINISTRATOR. ADMINISTRATOR will provide details as  
10 to the nature of the information requested in  
11 additional reports, and will allow CONTRACTOR thirty  
12 (30) calendar days to respond.

13 8.10 Special Incident Report

14 8.10.1 CONTRACTOR shall complete a Special Incident Report in  
15 the event of any incidents of unusual, aggressive,  
16 and/or high-risk behavior exhibited by a Participant  
17 and/or a Participant's family member(s); any serious  
18 injuries or death suffered by any party during any  
19 Participant's and/or Participant's family's  
20 participation in Wrap OC; breach in Participant and/or  
21 Participant's family member's confidentiality; and/or  
22 a Participant and/or a Participant's family member(s)  
23 exhibit inappropriate behavior. In such event(s),  
24 CONTRACTOR shall:

25 8.10.1.1 Use the Special Incident Report form provided  
26 by ADMINISTRATOR and state all details of the  
27 incident clearly and completely, including actions  
28 taken;

1 8.10.1.2 Notify ADMINISTRATOR, or designee, by  
2 telephone, immediately after learning of the  
3 occurrence;

4 8.10.1.3 Submit Special Incident Report to  
5 ADMINISTRATOR, or designee, within twenty-four  
6 (24) hours of the special incident; and

7 8.10.1.4 Report any and all threats of violence by the  
8 Participant and/or Participant's family member(s)  
9 to ADMINISTRATOR, or assigned designee, including  
10 the assigned DPO and/or SSW and/or MH clinician,  
11 immediately after learning of the occurrence.

12 9. ADDITIONAL CONTRACTOR RESPONSIBILITIES

13 9.1 In addition to providing the services described in this Exhibit  
14 A, CONTRACTOR shall:

15 9.1.1 Identify the roles of licensed and unlicensed staff,  
16 registered interns, interns, volunteers, and/or  
17 student interns. The use of licensed and unlicensed  
18 staff, registered interns, interns, volunteers, and/or  
19 student interns shall require prior, written approval  
20 from ADMINISTRATOR.

21 9.1.2 Prohibit registered interns, interns, volunteers, and  
22 student interns employed under this Agreement from  
23 transporting Participants and/or Participants'  
24 families under any circumstances.

25 9.1.3 Train CONTRACTOR staff in the usage of ADMINISTRATOR's  
26 database system as instructed by ADMINISTRATOR, to  
27 collect data and generate reports regarding Wrap OC.

28 9.1.4 Identify with the Participant and the Participant's

1 family any challenges concerning basic needs of food,  
2 shelter, housing, and clothing that the Participant  
3 and/or the Participant's family may be experiencing.

4 9.1.4.1 The POC shall clearly list interventions  
5 and/or services, utilizing both formal and informal  
6 supports, to overcome the identified challenges.

7 9.1.5 Capitalize on opportunities to provide integrated,  
8 coordinated, and easily-accessible community resources  
9 for Participant and Participant's family, and link them  
10 to these community resources.

11 9.1.5.1 CONTRACTOR shall follow-up to verify the  
12 Participant/Participant's family was able to  
13 obtain the needed services/resources and document  
14 its finding within ninety (90) calendar days of  
15 identifying said services/resources on the  
16 applicable POC.

17 9.1.6 State what changes took place in Participants and  
18 Participants' families.

19 9.1.7 Invite each Participant's assigned SSW, DPO, and/or MH  
20 Clinician responsible for on-going services to  
21 participate in all CFT meetings.

22 9.1.8 Require direct service staff to participate in Wrap  
23 CFT meetings, Emergency CFT meetings, Multi-  
24 disciplinary Team (MDT) meetings, and/or other CFT  
25 meetings at the request of ADMINISTRATOR. Wrap CFT,  
26 Emergency CFT, MDT, and CFT meetings may occur at  
27 COUNTY offices or at locations other than CONTRACTOR's  
28 facility.

1 9.1.8.1 Wrap CFT meetings are scheduled to make  
2 certain the needs of the Participant and  
3 Participant's family as identified in the POC are  
4 met. Every effort is made to ensure each  
5 Participant and Participant's family's voice is  
6 heard and that Participants and their respective  
7 families take ownership of the process. The Wrap  
8 OC process is highly individualized for each  
9 Participant and Participant's family, and seeks to  
10 maximize the capacity of a family to meet the  
11 Participant's needs, and to prevent or reduce the  
12 need for congregate care.

13 9.1.8.2 Emergency CFT meetings are held to address  
14 Participant's safety and placement concerns.  
15 Emergency CFT meetings must occur within twenty-  
16 four (24) hours of the event that triggered the  
17 need for an Emergency CFT meeting or change of  
18 circumstances.

19 9.1.8.3 CFT meetings, formerly referred to as Team  
20 Decision Making meetings, incorporate a strength-  
21 based, consensus-driven, respectful process that  
22 models directness and honesty regarding risks and  
23 concerns involving placement decisions. Through  
24 the involvement of families and communities, the  
25 CFT process promotes the value that families are  
26 experts about themselves, and communities are  
27 experts about community resources. CFT meetings  
28 may require up to ninety (90) minutes per session.

1                   9.1.8.4 MDTs consist of three (3) or more persons who  
2                   are trained in the prevention, identification, and  
3                   treatment of child abuse and neglect, and qualified  
4                   to provide a broad range of services related to  
5                   child maltreatment. MDT meetings may require up  
6                   to two (2) hours per session.

7                   9.1.9 Comply with ADMINISTRATOR's conflict resolution  
8                   strategy in regard to differences of opinion pertaining  
9                   to the management of a Participant's case.

10                  9.1.10 Ensure all CONTRACTOR staff that transport  
11                  Participants and their families have a valid Class C  
12                  California Driver's License with no serious traffic  
13                  violations and proof of automobile insurance.

14                  9.1.11 Possess and maintain a current California business  
15                  license and if applicable, a valid California Group  
16                  Home License or STRTP License.

17                  9.1.12 Ensure the confidentiality of all information related  
18                  to Participants and Participants' families.  
19                  Confidentiality procedures shall meet all local,  
20                  State, and federal requirements as detailed in  
21                  Paragraph 31 of this Agreement. Confidentiality shall  
22                  extend to both the data collected by Provider as well  
23                  as any printed reports, email communication and/or  
24                  other related documents. No client personally  
25                  identifiable information (PII) or other data collected  
26                  shall be disclosed to anyone without prior written  
27                  approval of the Participant and ADMINISTRATOR.  
28                  Provider shall also:



9.1.12.1 Utilize a secure method of email communication as directed and approved by COUNTY.

9.1.12.2 Utilize a procedure to ensure all client PII and records, open and closed client files, case-related notes, field documents, including personal computers, tablets, cell phones and/or other electronic devices containing such information are secured at all times.

9.1.13 Notify ADMINISTRATOR immediately of any breach and/or theft and/or loss of PII.

9.1.14 Notify ADMINISTRATOR immediately of any subpoenas received in connection with Wrap OC involving CONTRACTOR, CONTRACTOR's staff, Participant and/or Participant's family.

9.1.15 Appear and testify at Juvenile Court hearings, when requested by ADMINISTRATOR, and comply with all confidentiality requirements related to both testimony and case records production.

10. FACILITIES

Administrative services under this Agreement shall be provided at:

Olive Crest  
2130 E. 4<sup>th</sup> St., Ste. 200  
Santa Ana, CA 92705

10.1 CONTRACTOR shall provide Wrap OC to Participants and Participants' families in facilities and locations throughout Orange County and contiguous counties, including, but not limited to, Participants' respective residences.

10.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to

1 the facility(ies) and location(s) where services are provided  
2 without changing COUNTY's maximum obligation.

3 11. HOURS OF OPERATION

4 11.1 CONTRACTOR shall provide services during hours that are responsive  
5 to the needs of the target population(s) as determined by  
6 ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services  
7 Monday through Friday, from 6:30 a.m. to 9:00 p.m., and on  
8 Saturdays from 9:00 a.m. to 9:00 p.m., except COUNTY holidays as  
9 established by the Orange County Board of Supervisors. At least  
10 forty percent (40%) of direct services shall be provided Monday  
11 through Friday, from 5:00 p.m. to 9:00 p.m.

12 11.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
13 schedule which is as follows: New Year's Day, Martin Luther King  
14 Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
15 Independence Day, Labor Day, Columbus Day, Veterans Day,  
16 Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.  
17 CONTRACTOR shall obtain prior written approval from ADMINISTRATOR  
18 for any closure outside of COUNTY's holiday schedule and the hours  
19 listed in Subparagraph 11.1 of this Exhibit A. Any unauthorized  
20 closure shall be deemed a material breach of this Agreement,  
21 pursuant to Paragraph 18, and shall not be reimbursed.

22 11.3 CONTRACTOR is encouraged to provide the contracted services on  
23 holidays, whenever possible. Additionally, CONTRACTOR is required  
24 to be available to respond to crises and/or emergencies as may be  
25 needed on holidays.

26 11.4 CONTRACTOR shall arrange for twenty-four (24)-hour, seven (7) days  
27 a week, on-call availability for Wrap OC Participants and  
28 Participants' families to address crisis/emergency needs.

1 12. GOALS, OUTCOMES, AND STRATEGIES

2 12.1 Goals

3 The goal of Wrap OC is to keep Participants with their birth  
4 families, relative caretakers, NREFMs or Resource families, by providing  
5 intensive, comprehensive, integrated and creative interventions, and support  
6 services. ADMINISTRATOR will evaluate CONTRACTOR based on the following goals:

7 12.1.1CONTRACTOR shall provide supportive services to allow  
8 Participants to live safely in a family-like setting  
9 as an alternative to congregate care, STRTP, or group  
10 homes.

11 12.1.2CONTRACTOR shall provide an individualized process,  
12 services, and supports that are family-centered,  
13 strength-based, and needs-driven for Participants and  
14 their families.

15 12.1.3CONTRACTOR shall ensure Participant and Participant's  
16 parent(s)/caregiver(s) have access to and a voice in  
17 the design, delivery and evaluation of the Wrap OC  
18 process, interventions, services, and supports.

19 12.1.4CONTRACTOR shall provide culturally-responsive  
20 services, which are individualized for each  
21 Participant and Participant's family's culture,  
22 values, norms, strengths, needs, and preferences, and  
23 which build on the use of naturally occurring community  
24 and family supports and resources.

25 12.1.5CONTRACTOR shall assist Participants and Participants'  
26 families' Wrap CFTs to develop individualized  
27 processes and service plans that are outcome-driven  
28 and include measurable accountability.

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12.2 Outcomes

12.2.1 Wrap OC shall be outcome-driven, and identified indicators shall accurately reflect progress toward program goals. ADMINISTRATOR will evaluate CONTRACTOR based on the following outcomes:

12.2.1.1 A minimum of eighty percent (80%) of Participants who are living in congregate care, group homes, or STRTPs, when referred to Wrap OC, will be returned to home-like settings within forty-five (45) days of child/NMD youth's start of participation in Wrap OC.

12.2.1.2 A minimum of eighty percent (80%) of Participants will remain in home-like settings while participating in Wrap OC.

12.2.1.3 At time of closure, a minimum of eighty percent (80%) of Participants will live in families or family-like settings.

12.2.1.4 At time of closure, a minimum of eighty-five percent (85%) of Participants will have been linked to medical homes.

12.2.1.5 A minimum of seventy-five percent (75%) of Participants will not experience any substantiated allegations of abuse/neglect while participating in Wrap OC.

12.2.1.6 At time of closure, a minimum of seventy-five percent (75%) of Participants will have demonstrated an increase in school attendance.

12.2.1.7 A minimum of seventy-five percent (75%) of

1 Family Satisfaction surveys completed will  
2 indicate a satisfactory rating of eighty percent  
3 (80%) or higher.

4 12.3 Strategies

5 12.3.1 CONTRACTOR's Wraparound Supervisors, Care  
6 Coordinators, Parent Partners, and Youth Partners  
7 shall administer pre- and post-tests, in a format  
8 approved and as requested by ADMINISTRATOR.

9 12.3.2 CONTRACTOR shall measure the outcomes of interventions  
10 provided to Participant and Participant's family.

11 12.3.3 CONTRACTOR shall clearly document improvements in the  
12 Participants' and Participants' families' level of  
13 functioning during and following Wrap OC  
14 participation.

15 12.4 ADMINISTRATOR may add, delete or otherwise modify the performance  
16 measures identified in Paragraph 12 of this Exhibit A.

17 13. QUALITY ASSURANCE/QUALITY CONTROL

18 13.1 CONTRACTOR shall establish and utilize a comprehensive Quality  
19 Control Plan (QCP) in a format approved by ADMINISTRATOR, to  
20 monitor the level of program service and quality. CONTRACTOR  
21 shall submit a QCP that shall be effective on the Agreement start  
22 date, and shall be updated and resubmitted for ADMINISTRATOR  
23 approval when changes occur. The QCP will include, but not be  
24 limited to, the following:

25 13.1.1 The method for ensuring the services, deliverables,  
26 and requirements defined in the Agreement are being  
27 provided at, or above, the level of Wrap OC quality  
28 standards;

1 13.1.2The method for assuring that all staff rendering  
2 services under this Agreement meet the required  
3 qualifications;

4 13.1.3The method for identifying and preventing deficiencies  
5 in the quality of service as defined by ADMINISTRATOR's  
6 policy; and

7 13.1.4The method for providing ADMINISTRATOR with a copy of  
8 CONTRACTOR's case reviews, a clear description of, and  
9 corrective action taken, to resolve identified  
10 problems.

11 13.2 CONTRACTOR shall also:

12 13.2.1Participate with ADMINISTRATOR in the planning,  
13 design, and implementation of a Quality Assurance  
14 Program;

15 13.2.2Participate in Quality Assurance/Quality Improvement  
16 studies/activities as required by Wraparound Oversight  
17 Group (WOG) or WRIT; and

18 13.2.3Meet monthly with ADMINISTRATOR to discuss trends and  
19 resolve Wrap OC practice and process issues identified  
20 through the Quality Assurance Program.

21 14. UTILIZATION REVIEW

22 14.1 In addition to audit requirements outlined in Paragraph 24 of the  
23 Agreement, CONTRACTOR shall allow SSA Children and Family Services  
24 (CFS) Wraparound Liaisons, Quality Assurance, PNP Coordinators,  
25 SSA Contract Administrators, HCA Wraparound Liaison(s), HCA  
26 Contract Administrator(s), Probation Liaisons, Parent Partner  
27 Representative and Support Network Representative to access  
28 Participant files for Utilization Reviews (URs), to assess and

1 evaluate CONTRACTOR's documentation, records, and performance.  
2 ADMINISTRATOR shall determine frequency of reviews.

3 14.2 CONTRACTOR shall make available, within five (5) days from the  
4 date of request by ADMINISTRATOR, a random and/or predetermined  
5 selection of CONTRACTOR's case records for those Participants  
6 referred by ADMINISTRATOR. The review shall include, but will  
7 not be limited to, an evaluation of the necessity and  
8 appropriateness of services provided, length of services,  
9 timeliness of required reports, and completeness of Participant  
10 records. Cases to be reviewed shall be selected by ADMINISTRATOR.

11 14.3 ADMINISTRATOR may conduct a UR at CONTRACTOR'S facility referenced  
12 in Paragraph 10 of this Exhibit A, with date and time determined  
13 at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral  
14 and/or written feedback regarding the UR findings. CONTRACTOR  
15 shall comply with the findings of the UR and take corrective  
16 action accordingly.

17 14.4 In the event CONTRACTOR, ADMINISTRATOR and/or ADMINISTRATOR's  
18 designee are unable to resolve differences of opinion regarding  
19 the necessity and appropriateness of services and length of  
20 services, the dispute shall be submitted to COUNTY's CFS Director  
21 for final resolution. Nothing in this subparagraph shall affect  
22 COUNTY's termination rights under Paragraph 42 of the Agreement.

23 15. MEETINGS

24 15.1 CONTRACTOR shall attend regularly scheduled meetings with  
25 ADMINISTRATOR and other Wrap OC Provider Agency staff, including  
26 but not limited to:

27 15.1.1 Training Committee Meetings, which are scheduled  
28 monthly for one-and-a-half to two (1½-2) hours to

review training needs and upcoming training(s);

15.1.2 Monthly Wrap OC Provider Agency Meetings, as scheduled by ADMINISTRATOR;

15.1.3 WRIT meetings, which are currently scheduled every Wednesday, to review and discuss POCs and case assignments;

15.1.4 Quality Assurance quarterly and/or monthly meetings;

15.1.5 Technical Assistance Meetings, which are held quarterly or as determined by ADMINISTRATOR and/or requested by CONTRACTOR, to meet the needs for technical assistance; and

15.1.6 COUNTY WOG or WRIT monthly meetings to discuss trends, and to discuss and resolve any Wrap OC Support Service issues.

16. INVOICING

16.1 In accordance with Subparagraph ~~19.319-2~~ of the Agreement, CONTRACTOR shall submit invoices and supporting documentation to ADMINISTRATOR no later than the fifteenth (15<sup>th</sup>) calendar day of the month following service delivery. Supporting documentation to accompany invoices shall include, but is not limited to:

16.1.1 A completed report listing Flex Fund expenditures for each Participant served during the month;

16.1.2 The new or revised POC developed for each Participant served during the month;

16.1.3 All applicable Flex Fund Requests and backup documentation;

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



16.1.5A copy of the HCA expenditure/revenue/staffing report for the month services are provided.

16.2 It is mutually understood that ADMINISTRATOR may, at its sole discretion, delay processing invoices for payment until all supporting documentation referenced in Subparagraph 16.1 of this Exhibit A is submitted to ADMINISTRATOR.

17. BUDGET

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

<u>SALARIES</u>	<u>FTE<sup>(4)</sup></u>	<u>Hourly Range</u> <u>Min to Max</u>	<u>Maximum</u> <u>Hourly Rate<sup>(2)</sup></u>	<u>Annual</u> <u>Budget</u>
<u>DIRECT SERVICE POSITIONS</u>				
Wraparound Supervisor	2.0	27.00-34.00	34.00	125,000
Wraparound Supervisor (bi-lingual)	2.0	27.00-34.00	34.00	120,000
Care Coordinator	6.0	18.00-25.00	25.00	250,000
Care Coordinator (bi-lingual)	6.0	18.00-25.00	25.00	254,000
Parent Partner	6.0	16.00-21.00	21.00	220,000
Parent Partner (bi-lingual)	6.0	16.00-21.00	21.00	220,000
Youth Partner	6.0	16.00-21.00	21.00	220,000
Youth Partner (bi-lingual)	6.0	16.00-21.00	21.00	220,000
Mental Health Clinician	2.0	26.00-30.00	30.00	110,000
Mental Health Clinician (bi-lingual)	2.0	26.00-30.00	30.00	110,000
<u>SUBTOTAL DIRECT SERVICE SALARIES:-</u>				<u>\$1,849,000</u>
<u>DIRECT SERVICE BENEFITS<sup>(4)</sup> (18.5% TOTAL)</u>				<u>343,000</u>
<u>TOTAL DIRECT SALARIES AND BENEFITS:-</u>				<u>\$2,192,000</u>
<u>ADMINISTRATIVE POSITIONS</u>				
Program Director	1.00	33.00-45.00	45.00	76,500
Quality Assurance Coordinator	1.00	17.00-21.00	21.00	39,000
Quality Assurance/ Administrative Assistant	0.50	16.00-20.00	20.00	17,000
Executive Director	0.10	72.00-82.00	82.00	16,000
Executive Assistant	0.10	23.00-26.00	26.00	5,500
Intensive Services Director	0.10	45.00-55.00	55.00	9,500

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1	HR Director	0.10	40.00-47.00	47.00	8,600
2	HR Recruiter	0.10	20.00-25.00	25.00	4,500
3	HR Coordinator	0.10	17.00-20.00	20.00	3,600
4	Community Involvement	0.10	23.00-27.00	27.00	5,500
5	<u>SUBTOTAL ADMINISTRATIVE SALARIES</u>				<u>\$185,700</u>
6	ADMINISTRATIVE SERVICE BENEFITS <sup>(3)</sup> (18.5% TOTAL)				<u>34,400</u>
7	<u>SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS<sup>(4)</sup></u>				<u>\$220,100</u>
8	<u>TOTAL ALL SALARIES AND BENEFITS</u>				<u>\$2,412,100</u>
9	SERVICES AND SUPPLIES <sup>(4)</sup>				
10	Doc. Subscriptions, Licenses				20,000
11	Equipment				45,000
12	Office Expense				10,000
13	Program Expense				15,000
14	Telephone				15,000
15	Training/Travel				10,000
16	Mileage <sup>(5)</sup>				70,000
17	Furniture				35,000
18	<u>SUBTOTAL SUPPLIES</u>				<u>\$220,000</u>
19	OPERATING EXPENSES <sup>(4)</sup>				
20	Facilities/Maintenance				30,000
21	Utilities				15,000
22	Insurance				11,000
23	<u>SUBTOTAL OPERATING EXPENSES</u>				<u>\$56,000</u>
24	<u>SUBTOTAL SALARIES, BENEFITS,</u>				
25	<u>SERVICES, SUPPLIES AND OPERATING</u>				<u>\$2,688,100</u>
26	<u>EXPENSES</u>				
27	INDIRECT COSTS <sup>(4)</sup> (14%)				<u>\$236,900</u>
28	<u>SUBTOTAL SALARIES, BENEFITS,</u>				
29	<u>SUPPLIES, OPERATING EXPENSES, AND</u>				<u>\$2,925,000</u>
30	<u>INDIRECT COSTS</u>				
31	FLEX FUNDS <sup>(6)</sup>				<u>\$325,000</u>
32	<b>TOTAL ANNUAL BUDGET (7/1 - 6/30)</b>				<b>\$3,250,000</b>

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<sup>(4)</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 Agreement. This percentage is based upon a 40 hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

<sup>(5)</sup> Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

~~<sup>(42)</sup> Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; 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 eighteen and a half percent (18.5%) of the actual salary expense claimed.~~

~~<sup>(44)</sup> Administrative costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen (15%) of total gross program costs.~~

~~<sup>(45)</sup> Mileage is limited to the amount allowed by IRS.~~

~~<sup>(46)</sup> Flex Fund line item may be changed, deleted, or otherwise modified only by ADMINISTRATOR. Flex Funds are not available for use by CONTRACTOR in providing program services without prior approval by ADMINISTRATOR.~~

<u>STAFFING</u>	<u>FTE<sup>(1)</sup></u>	<u>Position Type<sup>(2)</sup></u>	<u>Maximum Hourly Rate<sup>(3)</sup></u>	<u>Annual Budget</u>
<u>Wraparound Supervisor<sup>(4)</sup></u>	<u>4.0</u>	<u>D</u>	<u>34.00</u>	
<u>Care Coordinator<sup>(4)</sup></u>	<u>12.0</u>	<u>D</u>	<u>25.00</u>	
<u>Parent Partner<sup>(4)</sup></u>	<u>12.0</u>	<u>D</u>	<u>21.00</u>	
<u>Youth Partner<sup>(4)</sup></u>	<u>12.0</u>	<u>D</u>	<u>21.00</u>	
<u>Mental Health Clinician<sup>(4)</sup></u>	<u>4.0</u>	<u>D</u>	<u>30.00</u>	
<u>Program Director</u>	<u>1.0</u>	<u>A</u>	<u>45.00</u>	
<u>Quality Assurance Coordinator</u>	<u>1.0</u>	<u>A</u>	<u>21.00</u>	
<u>Quality Assurance Assistant</u>	<u>0.5</u>	<u>A</u>	<u>20.00</u>	
<u>Additional Administrative positions<sup>(5)</sup></u>	<u>0.7</u>	<u>A</u>	<u>82.00</u>	
<u>TOTAL SALARIES</u>				<u>\$2,034,700</u>
<u>BENEFITS<sup>(6)</sup></u>				<u>377,400</u>
<u>TOTAL SALARIES AND BENEFITS</u>				<u>\$2,412,100</u>
<u>SERVICES, SUPPLIES AND OPERATING EXPENSES<sup>(7)</sup></u>				<u>\$ 276,000</u>
<u>INDIRECT COSTS<sup>(8)</sup> (14%)</u>				<u>\$ 236,900</u>

<u>TOTAL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES, AND INDIRECT COSTS</u>	<u>\$2,925,000</u>
<u>WRAPAROUND FLEX FUNDS<sup>(9)</sup></u>	<u>\$ 325,000</u>
<b><u>TOTAL ANNUAL BUDGET</u></b>	<b><u>\$3,250,000</u></b>

- (1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.
- (2) 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 Agreement; employees may be paid at less than maximum hourly rate.
- (4) A minimum of fifty percent (50%) of Direct service positions shall be filled with bilingual staff.
- (5) Additional Administrative Positions include Executive Director, Executive Assistant, Intensive Services Director, HR Director, HR Recruiter, HR Coordinator, and Community Involvement, each at one tenth (.10) FTE.
- (6) Employee Benefits include contributions to 401(k) or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers’ Compensation Tax, based on the currently prevailing rates; 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 eighteen and a half percent (18.5%) of the actual salary expense claimed.
- (7) Services and Supplies include costs for dues, subscriptions, licenses, equipment, office expenses, program expenses, telephone, training/travel, mileage as limited to the amount allowed by IRS, and furniture. Operating Expenses include costs for facilities/maintenance,

utilities, and insurance.

(8) Indirect costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fourteen percent (14%) of total gross program costs.

(9) Flex Fund line item may be changed, deleted, or otherwise modified only by ADMINISTRATOR. Flex Funds are not available for use by CONTRACTOR in providing program services without prior written approval by ADMINISTRATOR.”

17.1 Expense for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc., shall not be eligible for reimbursement under this Agreement 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.

17.2 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 obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit A.

18. STAFF

ADMINISTRATOR reserves the right to make modifications to minimum staffing education and experience requirements as it deems to be in the best interest of COUNTY.

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18.1 CONTRACTOR shall provide the following described staff positions and shall submit, to ADMINISTRATOR, proof of education, experience, and licensure and/or license-eligible status in accordance with Subparagraph 26.1 of the Agreement.

18.2 Program Director

Duties

18.2.1 Provide oversight and supervision for the Wrap OC Program, including individual supervision of Wraparound Supervisors one (1) time each week and group supervision one (1) time each week.

18.2.2 Ensure agency is compliant with staffing requirements and that staff coverage is maintained, including all on-call assignments.

18.2.3 Maintain cooperative and effective working relationships with Wrap OC staff to provide maximum support to Participants and families.

18.2.4 Provide clarification, direction, support and emergency crisis management to direct services staff, twenty-four (24) hours a day, seven (7) days a week, including holidays, utilizing an on-call system after normal business hours.

18.2.5 Participate in mandatory training and ensure Wrap OC staff participate in mandatory trainings as determined by COUNTY.

18.2.6 Provide a periodic, as determined by ADMINISTRATOR, review of randomly sampled POCs using the audit tool provided by ADMINISTRATOR.

18.2.7 Attend quarterly QA meetings with COUNTY's Wrap OC

Program Administrator.

18.2.8 Attend monthly WRIT and POC presentations, and all monthly Wrap OC Institute Trainings.

18.2.9 Review Individual Service Reports (ISR) for accuracy and submit to County by the contractual deadline.

18.2.10 Review Wrap OC expenditure forms and invoices for accuracy and submit to ADMINISTRATOR by the contractual deadline.

18.2.11 Facilitate, or designate a Supervisor to facilitate, regular Medi-Cal documentation trainings to all Wrap OC Providers, to ensure understanding of compliant Medi-Cal documentation and provide updates on documentation changes per HCA.

18.2.12 Monitor staff's Medi-Cal billing productivity to ensure monthly agreed-upon, Direct Service Hours or Units of Service, expectations are met.

18.2.13 Monitor and review Medi-Cal billing and IRIS input to ensure agreement between units of service reported to HCA and ADMINISTRATOR.

18.2.14 Monitor and review HCA monthly expenditure/revenue report to ensure agreement between units of service and cost of services reported to HCA and ADMINISTRATOR.

18.2.15 Review and verify Flex Fund usage procedures are in compliance with CONTRACTOR's established fiscal strategies, and approve Flex Fund expenditures in excess of five hundred dollars (\$500) per expense.

18.2.16 Be responsible for timely and accurate collection

1 and submission of monthly reports and outcome  
2 evaluation data, as requested by ADMINISTRATOR.

3 18.2.17 Monitor and maintain ongoing and/or annual  
4 required background checks and clearances of all Wrap  
5 OC staff.

6 18.2.18 Ensure professional boundaries are established  
7 and maintained between staff and Participants and/or  
8 Participants' families.

9 18.2.19 Adhere to the Wrap OC Rules of Conduct as required  
10 by CONTRACTOR and ADMINISTRATOR.

11 Qualifications

12 18.2.20 Master's degree in psychology, sociology, social  
13 work or a related field from an accredited college or  
14 university;

15 18.2.21 Licensed or license-eligible Marriage and Family  
16 Therapist (MFT)/ Licensed Clinical Social Worker  
17 (LCSW) preferred;

18 18.2.22 Three (3) years related counseling experience in  
19 addition to one (1) year supervisory and administrative  
20 experience;

21 18.2.23 Knowledge of theory and techniques of individual,  
22 family, and group dynamics, as well as substance abuse  
23 issues;

24 18.2.24 One (1) year of experience working with target  
25 population as defined in Paragraph 1 of this Exhibit  
26 A; and

27 18.2.25 Possess a valid California Driver's License and  
28 proof of automobile insurance.



1 18.3 Wraparound Supervisor

2 Duties

3 18.3.1 Maintain a staffing schedule ensuring that no more than  
4 twelve (12) FTE Wrap OC staff, Care Coordinators,  
5 Parent Partners, and Youth Partners, are under his/her  
6 direct supervision at any time.

7 18.3.2 Maintain cooperative and effective working  
8 relationships with staff in order to provide maximum  
9 support to Participants and families.

10 18.3.3 Attend one (1) Wrap CFT meeting per month to ensure  
11 adherence to Wraparound model.

12 18.3.4 Attend monthly WRIT and POC presentations, and all  
13 monthly Wrap OC Institute Trainings.

14 18.3.5 Inform ADMINISTRATOR immediately of all emergency  
15 and/or critical incidents involving Participant and/or  
16 Participant's family and submit completed, signed,  
17 Special Incident Reports as required by COUNTY within  
18 twenty-four (24) hours of learning of the emergency  
19 and/or incident.

20 18.3.6 Ensure that all documents and procedural forms are  
21 signed and submitted to WRIT and/or Medi-Cal, as may  
22 be appropriate, within designated time frames.

23 18.3.7 Ensure accuracy and timeliness of POC and all other  
24 documents requiring Wraparound Supervisor's signature  
25 and/or approval.

26 18.3.8 Notify ADMINISTRATOR of changes in Wrap CFT  
27 composition, through the update of the phases and  
28 Progress Reports.

- 1 18.3.9 Maintain accountability for all Wrap OC Policies and  
2 Procedures as provided by WOG and/or WRIT.
- 3 18.3.10 Provide orientation and training in Wrap OC to  
4 all new Care Coordinators, Parent Partners, and Youth  
5 Partners.
- 6 18.3.11 Facilitate, or assist the Director to facilitate,  
7 regular Medi-Cal documentation trainings to all Wrap  
8 OC Providers, to ensure understanding of compliant  
9 Medi-Cal documentation and provide updates on  
10 documentation changes per HCA.
- 11 18.3.12 Monitor service utilization, review monthly  
12 reports and POCs/ Safety Plans, and provide feedback  
13 to Care Coordinators.
- 14 18.3.13 Monitor Flex Fund expenditures, the County's  
15 database system entries and reports for accuracy.
- 16 18.3.14 Monitor situation(s) in which Participant(s) may  
17 be at-risk of placement disruption and ensure timely  
18 submission of COR.
- 19 18.3.15 Monitor and report to County all Care  
20 Coordinator, Parent Partner and Youth Partner  
21 activities if called to testify in Juvenile Court  
22 and/or if Wrap OC records are subpoenaed.
- 23 18.3.16 Conduct regular meetings with Care Coordinators,  
24 Parent Partners and Youth Partners to share information  
25 regarding Wrap OC issues and/or the status of  
26 involvement with individual Participants and/or  
27 Participant's families, including a minimum of one (1)  
28 hour per week of individual supervision, and regular

1 team group supervision. Individual supervision shall  
2 include ongoing feedback and support regarding each  
3 Care Coordinator, Parent Partner and Youth Partner's  
4 strengths as well as areas requiring improvement.

5 18.3.17 Provide Care Coordinators, Parent Partners and  
6 Youth Partners with tools to maximize safety; i.e.,  
7 cell phones/pagers, training on community safety, and  
8 remain receptive to Care Coordinators, Parent Partners  
9 and Youth Partners' needs concerning community safety.

10 18.3.18 Provide supervision, direction, support, and  
11 emergency crisis management to CONTRACTOR's direct  
12 service staff twenty-four (24) hours a day, seven (7)  
13 seven days a week, including holidays, utilizing an  
14 on-call system after normal direct-services hours.

15 18.3.19 Participate in mandatory trainings and ensure  
16 that Care Coordinators, Parent Partners and Youth  
17 Partners also participate in mandatory trainings as  
18 determined by ADMINISTRATOR.

19 18.3.20 Provide coverage for Care Coordinators, Parent  
20 Partners and Youth Partners, as needed.

21 18.3.21 Attend one (1) Participant and Wrap CFT meeting  
22 per Care Coordinator per month and utilize form  
23 approved by ADMINISTRATOR, to ensure adherence to the  
24 Wrap OC process and to provide staff with behavioral  
25 feedback.

26 18.3.22 Assist Care Coordinators, Parent Partners and  
27 Youth Partners in empowering Wrap CFTs; i.e., building  
28 on Participant and Participant's family strengths,

1 meeting Participants and Participants' families'  
2 needs, and assisting Participants and Participants'  
3 families in utilizing community resources.

4 18.3.23 Conduct meetings, to include Emergency CFTs, with  
5 Wrap CFT members to solve challenging issues, as  
6 needed.

7 18.3.24 Provide Care Coordinators, Parent Partners and  
8 Youth Partners with ongoing assistance to work through  
9 crisis situations as well as day-to-day trouble  
10 shooting.

11 18.3.25 Review all Participant cases pending conclusion  
12 with the Care Coordinator assigned to the case, and  
13 ensure adequate transition planning.

14 18.3.26 Conduct regular performance evaluations for staff  
15 assigned for supervision.

16 18.3.27 Ensure professional boundaries are established  
17 and maintained between staff and Participants and/or  
18 Participants' families.

19 18.3.28 Complete all necessary required Medi-Cal  
20 documentation for services to all Medi-Cal eligible  
21 Participants.

22 18.3.29 Review and approve requests for Flex Fund  
23 expenditures, as indicated on the POC and Family  
24 Budget.

25 18.3.30 Review and verify Flex Fund usage procedures are  
26 in compliance with CONTRACTOR's established fiscal  
27 strategies.

28 18.3.31 Review Wrap OC and Medi-Cal case notes, including

Notes to Chart located in Medi-Cal notes for services not billable to Medi-Cal, for families served by Care Coordinators under supervision.

18.3.32 Review all documentation prepared by Care Coordinators, Parent Partners and Youth Partners under supervision, for services provided by Wrap OC and Medi-Cal.

18.3.33 Review program documentation to ensure accuracy and adherence to the Wrap OC process.

18.3.34 Participate in a minimum of six (6) "Professional Growth for Wraparound Supervisors" trainings each year, as offered by ADMINISTRATOR.

18.3.35 Adhere to the Wrap OC Rules of Conduct as required by CONTRACTOR and ADMINISTRATOR.

Qualifications

18.3.36 Master's degree in social work, psychology, nursing, occupational therapy, or a related field from an accredited college or university;

18.3.37 Licensed or license-eligible MFT or LCSW;

18.3.38 One (1) year of experience in human services, preferably case management;

18.3.39 One (1) year of experience in care coordination or similar experience;

18.3.40 One (1) year of experience working with target population as defined in Paragraph 1 of this Exhibit A; and

18.3.41 Possess a valid California Driver's License and proof of automobile insurance.

1 18.4 Care Coordinator

2 Duties

3 18.4.1 Maintain a caseload of up to twelve (12) referral  
4 slots, with an average of fifteen to sixteen (15-16)  
5 hours of service contacts per month per Participant or  
6 Participant's Wrap CFT. The fifteen-to-sixteen (15-  
7 16) hours include telephone and/or face-to-face  
8 contacts with the Participant and/or the Participant's  
9 family, consultation time as necessary, case  
10 management and documentation, and identified crisis  
11 time.

12 18.4.2 Assemble the Participant's Wrap CFT within three (3)  
13 weeks of case assignment, by interviewing the  
14 Participant's family and identifying family members,  
15 natural supports, Agency representatives and other  
16 persons who are or may be significant to the  
17 Participant and/or the Participant's family.

18 18.4.3 Coordinate the Wrap CFT meetings with the Participants  
19 and their respective Wrap CFTs, and develop the  
20 individualized POC based on the Wrap CFT's strengths  
21 and needs. The POC shall include a comprehensive,  
22 twenty-four (24)-hour Safety Plan. The POC shall  
23 reflect the Participant and Participant's family's  
24 culture, values and beliefs, and be submitted to  
25 ADMINISTRATOR within thirty (30) calendar days of case  
26 assignment.

27 18.4.4 Collaborate with the referring parties, Parent  
28 Partners, Participants and Participant's

1 parent(s)/caregiver(s) to ensure every Participant is  
2 linked to a medical home.

3 18.4.5 Assist the Participant and the Participant's Wrap CFT  
4 to access strength-based mental health, social  
5 services, education services, and other supports and  
6 services as identified by the Participant and the  
7 Participant's Wrap CFT, including services available  
8 through the PNP.

9 18.4.6 Provide or secure support and crisis/emergency  
10 services for the Participant and/or the Participant's  
11 Wrap CFT, including services available through the PNP.  
12 Said support and crisis/emergency services may be  
13 provided through face-to-face contact, phone contact,  
14 and/or staff availability by mobile or other on-call  
15 system.

16 18.4.7 Ensure that the Participant and the Participant's Wrap  
17 CFT are involved in all phases of determining the goals  
18 and needs to be identified in the POC.

19 18.4.8 Discuss the provision and quality of activities  
20 actually provided with the Participant and the  
21 Participant's Wrap CFT, and ensure that activities are  
22 responsive to goals and needs identified in the POC.

23 18.4.9 Meet with Participant when scheduled and immediately  
24 notify the Participant and the Participant's  
25 parent/caregiver, via telephone, when a change in  
26 scheduling or a cancellation is unavoidable.

27 18.4.10 Modify the POC whenever services or resources  
28 need to be added, modified, and/or deleted.

- 1 18.4.11 Act as a liaison for the Participant and the  
2 Participant's Wrap CFT when new services and/or  
3 resources need to be sought and/or developed.
- 4 18.4.12 Provide transportation for Participant(s) and/or  
5 Participant's family to/from appointments and/or to  
6 access services as required. Participant's parent(s),  
7 caregiver(s), or other responsible adult identified by  
8 the Wrap CFT must accompany the Participant unless  
9 approved in advance by the Wraparound Supervisor or  
10 Wraparound Director.
- 11 18.4.13 Maintain cooperative and effective working  
12 relationships with each CFT's Parent Partner and Youth  
13 Partner, referring agency representative(s),  
14 educational liaisons, and/or other formal and/or  
15 informal supports, in order to provide maximum support  
16 to Participants and families.
- 17 18.4.14 Ensure professional boundaries are established  
18 and maintained between Care Coordinator and  
19 Participants and/or Participants' families.
- 20 18.4.15 Provide supervision, direction, support, and/or  
21 emergency crisis management to Parent Partners and  
22 Youth Partners, twenty-four (24) hours a day, seven  
23 (7) days a week, including holidays, utilizing an on-  
24 call system after normal business hours.
- 25 18.4.16 Complete all required Medi-Cal documentation for  
26 services to all Medi-Cal eligible Participants.
- 27 18.4.17 Complete all necessary documentation required by  
28 COUNTY, including completing and inputting required



1 data into ADMINISTRATOR's database system and/or IRIS,  
2 and participation in the Wraparound Fidelity Index  
3 (WFI) process.

4 18.4.18 Maintain accurate information, ensuring that  
5 Participant and family demographic information is  
6 updated at all times.

7 18.4.19 Participate in all meetings and training sessions  
8 as required by WOG and/or WRIT.

9 18.4.20 Participate in Quality Assurance/Quality  
10 Improvement studies as required by WOG and/or WRIT.

11 18.4.21 Participate in a minimum of six (6) Professional  
12 Growth for Care Coordinators trainings each year and  
13 attend all monthly Wrap OC Institute Trainings, as  
14 offered by ADMINISTRATOR.

15 18.4.22 Adhere to the Wrap OC Rules of Conduct as required  
16 by CONTRACTOR and ADMINISTRATOR.

17 Qualifications

18 18.4.23 Bachelor's degree in social work, psychology,  
19 nursing, occupational therapy, or a related field from  
20 an accredited college or university;

21 18.4.24 One (1) year of experience in human services,  
22 preferably case management;

23 18.4.25 One (1) year of experience working with target  
24 population as defined in Paragraph 1 of this Exhibit  
25 A; and

26 18.4.26 Possess a valid California Driver's License and  
27 proof of automobile insurance.

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1 18.5 Parent Partner

2 Duties

3 18.5.1 Provide “one-to-one” interaction with Participant’s  
4 family in Wrap OC and/or with NMD. The level of “hands-  
5 on” interaction will depend upon the individual needs  
6 of the family and/or NMD.

7 18.5.2 Attend all scheduled Wrap CFT meetings, and engage the  
8 Participant and Participant’s family in expressing  
9 their respective voices and choices and ownership of  
10 their goals, as stated and agreed upon by the  
11 Participant and the Participant’s family and Wrap CFT,  
12 and as documented in the Participant’s POC and Safety  
13 Plan.

14 18.5.3 Collaborate with Care Coordinators, referring parties,  
15 Participants and Participant’s parent(s)/caregiver(s)  
16 to ensure that each Participant and Participant’s  
17 siblings, as applicable, are linked to medical homes.

18 18.5.4 Perform other duties in support of the Wrap OC Program  
19 as assigned, including participation in the WFI  
20 process.

21 18.5.5 Be available to provide telephone support and crisis  
22 de-escalation to Participant’s family and/or NMD  
23 twenty-four (24) hours a day, seven (7) seven days a  
24 week, including holidays, through an on-call system  
25 after normal direct-services hours.

26 18.5.6 Meet with Participant’s family and/or NMD outside of  
27 Wrap CFT meetings to support, empower and assist/coach  
28 the Participant’s family and/or NMD in identifying,

1 selecting, and completing interventions and/or  
2 activities.

3 18.5.7As determined by Wrap CFT, assist the NMD in becoming  
4 involved in academic, social and recreational  
5 activities; identifying and developing skills required  
6 to develop a resume, conduct a job search and obtain  
7 employment; locating and obtaining housing;  
8 identifying and working toward or completing  
9 educational goals; and identifying and developing  
10 other self-sufficiency skills. Coach the Participant  
11 to become confident and proficient in said activities  
12 and other activities of independent living skills.

13 18.5.8Provide transportation for Participant(s) and/or  
14 Participant's family to/from appointments and/or to  
15 access services as required. Participant(s)  
16 parent(s), caregiver(s), or other responsible adult  
17 identified by the Wrap CFT must accompany the  
18 Participant unless approved in advance by the  
19 Wraparound Supervisor or Wraparound Director.

20 18.5.9Possess a clear understanding of the Wrap OC phases,  
21 strength-based approach, and team decision making  
22 process.

23 18.5.10 Establish a temporary, professional relationship  
24 with Participant and/or Participant's family that will  
25 terminate upon commencement or discontinuance of Wrap  
26 OC.

27 18.5.11 Abstain from, providing tutoring and/or academic  
28 support to Participant and/or Participant's family.

These services shall not be reimbursed.

18.5.12 Maintain a cooperative and effective working relationship with each Participant’s Wrap CFT Care Coordinator, Youth Partner, referring parties, educational liaisons and other formal and informal supports of the Wrap CFT, to provide maximum support to families.

18.5.13 Assist the family in researching, identifying, developing and obtaining resources to assist the family, as needed.

18.5.14 Participate in a minimum of six (6) “Professional Growth for Parent Partners” training sessions each fiscal year, as offered by the Wraparound Support Services Provider, and attend all monthly Wrap OC Institute trainings and any additional training as may be required by ADMINISTRATOR.

18.5.15 Complete all required Medi-Cal documentation for services to all Medi-Cal eligible Participants.

18.5.16 Maintain required paperwork and documentation.

18.5.17 Adhere to the Wrap OC Rules of Conduct as required by CONTRACTOR and ADMINISTRATOR.

Qualifications

18.5.18 Experience as a parent in managing the care of an immediate family member, or being the caregiver for a child/youth/NMD youth who has been involved with the COUNTY’s Child Welfare Services, Probation Department or Mental Health System;

18.5.19 Experience working with and/or mentoring children

and youth/young adults:

18.5.20 At least two (2) years of full-time equivalent experience (paid and/or unpaid) accessing services to address serious emotional or behavioral problems, and familiarity with community resources;

18.5.21 May possess personal experience and involvement with COUNTY's Child Welfare Services, Probation Department, Mental Health and/or Foster Care System; and

18.5.22 Possess a valid California Driver's License and proof of automobile insurance.

18.6 Youth Partner

Duties

18.6.1 Develop a one-to-one relationship with Participant by providing support, guidance and concrete assistance, focusing on the needs of the Participant. Youth Partner shall function as both a positive role model and an advocate for the Participant in the Participant's family or family-like system and community.

18.6.2 Role-model appropriate behavior and coping mechanisms, and provide guidance to help Participant gain skills, perspective and experience interacting in a socially responsible manner, without the use of things such as violence, bullying, coercion, truancy, tantrums, manipulation, defiance, disrespectful behavior and/or breaking the law.

18.6.3 Adapt to and be flexible with changes in the Wrap OC

process and its progression.

18.6.4 Extend assistance as stated in Subparagraph 18.6 to Participant's minor sibling(s) and/or other child(ren) in the home, as determined by the needs identified by the Wrap CFT.

18.6.5 Provide services in the Participant's residence, school, community settings and/or alternate sites as authorized by ADMINISTRATOR.

18.6.6 Conduct initial meeting with Participant and Participant's parent(s)/caregiver(s) within ten (10) calendar days of receipt of referral.

18.6.7 Document the discussion with Participant and Participant's parent(s)/caregiver(s) after initial meeting and after all subsequent meetings with Participant and/or Participant's parent(s)/caregiver(s), in ADMINISTRATOR's database system.

18.6.7.1 Collaborate with the Participant and the Participant's parent(s)/caregiver(s) and the referring parties to develop a plan with identified interventions to assist the Participant in identifying, establishing, and meeting specific educational, employment-related, social and emotional goals that are important to the Participant.

18.6.8 Meet with Participant as scheduled. If a change in scheduling or cancellation is unavoidable, immediately notify the Participant's parent(s)/caregiver(s) via

1 telephone, and provide written justification in a note  
2 to the Participant's case file in the ADMINISTRATOR's  
3 database system within two (2) business days of change  
4 or cancellation.

5 18.6.9 Provide services for one-to-five (1-5) hours per week,  
6 as determined by ADMINISTRATOR to best meet the needs  
7 of Participant and Participant's family.

8 18.6.10 Be available to provide telephone support and  
9 crisis de-escalation to Participants and NMDs twenty-  
10 four (24) hours a day, seven (7) seven days a week,  
11 including holidays, through an on-call system after  
12 normal direct-services hours.

13 18.6.11 Work with Participant and Participant's family to  
14 identify educational, social and recreational  
15 opportunities in the local community that meet  
16 Participant's needs and help Participant take part in  
17 said opportunities. Opportunities must be positive,  
18 pro-social activities and interventions that build  
19 self-esteem, social skills and peer relationships.

20 18.6.12 Provide one-to-one interactions with the  
21 Participant within the community.

22 18.6.13 Help the Participant and the Participant's family  
23 in identifying and locating natural supports who can  
24 help link the Participant to the community and support  
25 transition, and who will sustain the Participant once  
26 the Youth Partner's involvement ends.

27 18.6.14 Assist the Participant with: a.) developing  
28 employment skills, creating a resume, and conducting

1 a job search, and/or identifying and building upon  
2 other independent-living skills needed to enable the  
3 Participant to become self-sufficient as applicable;  
4 and b.) providing encouragement and coaching to aid  
5 the Participant in becoming more confident and  
6 proficient in these arenas.

7 18.6.15 Teach, model and reinforce the development of  
8 age-appropriate social skills required for the  
9 development and sustaining of ongoing relationships  
10 within the Participant's family and community, i.e.,  
11 peers, friends, teachers, mentors and other natural  
12 supports.

13 18.6.16 Provide a consistent, supportive environment in  
14 which the Participant can learn and practice pro-social  
15 behaviors, problem-solving, and developing and  
16 demonstrating age-appropriate coping skills, and/or  
17 other independent and transitional living skills, as  
18 appropriate.

19 18.6.17 Create varied, fun and strengthening environments  
20 to reinforce the Participant's development and use of  
21 positive behaviors, activities and skills.

22 18.6.18 Provide transportation for Participant(s) and/or  
23 Participant's family to/from appointments and/or to  
24 access services as required. Participant's parent(s),  
25 caregiver(s) or other responsible adult identified by  
26 the Wrap CFT must accompany the Participant and/or  
27 sibling(s) unless approved in advance by the Wraparound  
28 Supervisor or Wraparound Director.



1 18.6.18.1 Written consent from the Participant's  
2 parent(s)/caregiver(s) is required prior to  
3 transporting the Participant and/or the  
4 Participant's sibling(s).

5 18.6.18.2 The Youth Partner shall not be authorized to  
6 pick up and/or drop off Participant and/or  
7 sibling(s) when Participant's parent/caregiver or  
8 previously authorized adult designee is not at home  
9 or at the otherwise agreed upon location. In the  
10 event the Participant's parent/caregiver or  
11 previously authorized adult designee is not  
12 present, Youth Partner shall immediately contact  
13 Wraparound Supervisor and/or CONTRACTOR's designee  
14 for assistance.

15 18.6.19 Establish and maintain professional boundaries  
16 with Participant, and encourage effective  
17 communication with Participant and between Participant  
18 and Participant's family and Wrap CFT.

19 18.6.20 Establish a temporary, professional relationship  
20 with Participant or Participant's family that will  
21 terminate upon commencement or discontinuance of Wrap  
22 OC.

23 18.6.21 Abstain from providing tutoring and/or academic  
24 support to Participant and/or Participant's family.  
25 These services shall not be reimbursed.

26 18.6.22 Maintain a cooperative and effective working  
27 relationship with each Participant's Wrap CFT Care  
28 Coordinator Parent Partner, referring parties,

1 educational liaisons, and other formal and informal  
2 supports of the Wrap CFT, to provide maximum support  
3 to Participants and Participants' families.

4 18.6.23 Participate in a minimum of six (6) "Professional  
5 Growth for Youth Partners" training sessions annually,  
6 and all monthly Wrap OC Institute Trainings, as offered  
7 by County, the Wraparound Support Services Provider,  
8 and/or Provider and any additional required training.

9 18.6.24 Attend all Wrap CFTs, Emergency CFTs and all one-  
10 to-one meetings with Participant and/or Participant's  
11 family; and document Youth Partner attendance,  
12 discussions, and interactions between Youth Partner  
13 and Participant and/or Participant's family, using the  
14 ADMINISTRATOR's database system following all  
15 meetings.

16 18.6.25 Complete all required Medi-Cal documentation for  
17 services to all Medi-Cal eligible Participants.

18 18.6.26 Maintain required paperwork and documentation,  
19 and complete and submit Special Incident Reports as  
20 required, as soon as possible after an incident but no  
21 later than twenty-four (24) hours after the incident.

22 18.6.27 Perform other duties in support of the Wrap OC  
23 Program as assigned, including participation in the  
24 WFI process.

25 18.6.28 Adhere to the Wrap OC Rules of Conduct as required  
26 by CONTRACTOR and ADMINISTRATOR.

27 18.6.29 Participate in training related to working with  
28 the TFCO-OC model.

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Qualifications

18.6.30 Bachelor's degree in human services or a related field from an accredited college or university, or a minimum of one (1) year of experience (preferably more) working with the target population as defined in Paragraph 1 of this Exhibit A;

18.6.31 Experience working with youth and/or NMD in an employment or volunteer capacity is preferred;

18.6.32 Experience supporting youth in their personal development through regular interactions, leading to a supportive and trusting relationship; ~~and~~

~~18.6.33~~ Possess a valid California Driver's License and proof of automobile insurance-; and

~~18.6.33~~ 18.6.34 Experience as a foster youth involved with the Child Welfare System and/or as a youth who successfully completed the terms of their Probation, and/or as a youth involved with the Mental Health System is preferred and highly desirable.

18.7 Mental Health Clinician

Duties

18.7.1Develop a therapeutic relationship with each client by assessing individual needs and assisting in meeting needs.

18.7.2Complete required Medi-Cal documentation, including comprehensive mental health assessment and care plan for each assigned participant within 30 days.

18.7.3Maintain necessary contact with representatives of referring agency.

- 1 18.7.4 Maintain open communication in accordance with
- 2 therapeutic confidentiality, with family and team.
- 3 18.7.5 Participate in the Wrap CFT process to speak to the
- 4 mental health needs of the child.
- 5 18.7.6 Maintain detailed records of significant contacts,
- 6 incidents, relationships, treatment team meetings, and
- 7 case management activity, i.e. mental health
- 8 documentation.
- 9 18.7.7 Submit assessments, care plans, and other
- 10 documentation to supervisor within timelines.
- 11 18.7.8 Maintain flexibility in scheduling to best meet the
- 12 needs of the client and family.
- 13 18.7.9 Participate in peer reviews and other audit activities.
- 14 18.7.10 Provide crisis de-escalation support to clients.
- 15 18.7.11 Available to handle crisis situations that may
- 16 arise during working hours.
- 17 18.7.12 Adhere to the Wrap OC Rules of Conduct as required
- 18 by CONTRACTOR and ADMINISTRATOR.

19 Qualifications

- 20 18.7.13 Master's degree in psychology or social work from
- 21 an accredited college or university;
- 22 18.7.14 MFT or LCSW license, or be license-eligible and
- 23 registered with the California Board of Behavioral
- 24 Science;
- 25 18.7.15 Working knowledge of computer applications
- 26 including Microsoft Outlook and Word;
- 27 18.7.16 Proficiency in the use of Electronic Health
- 28 Record preferred;

- 1 18.7.17 Excellent written and verbal communication
- 2 skills;
- 3 18.7.18 Demonstrated ability to work independently and
- 4 complete assigned tasks;
- 5 18.7.19 Ability to apply reason in problem-solving
- 6 situations where only limited standardization may
- 7 exist, and to interpret a variety of instructions
- 8 furnished in written, oral, diagrammatic, or schedule
- 9 form;
- 10 18.7.20 Good engagement skills and ability to demonstrate
- 11 a high level of professionalism, common-sense, and good
- 12 judgment; and
- 13 18.7.21 Valid California Driver's License and proof of
- 14 automobile insurance, and access to reliable
- 15 transportation/automobile.

16 18.8 Quality Assurance Coordinator

17 Duties

- 18 18.8.1 Responsible for reviewing, program documentation for
- 19 accuracy and fidelity to the Wrap OC process.
- 20 18.8.2 Maintain database to track client and program-related
- 21 data, and prepare reports as directed.
- 22 18.8.3 Maintain accurate records of direct service staff
- 23 caseloads, and provide program census data to COUNTY,
- 24 as needed.
- 25 18.8.4 Monitor and verify that all required documentation is
- 26 present in Participants' charts.
- 27 18.8.5 Ensure that all intake forms, paperwork, and other data
- 28 collection instruments are completed and collected in

1 a timely manner.

2 18.8.6 In consultation with CONTRACTOR's management team and  
3 COUNTY, develop and utilize reliable outcome measures  
4 to track effectiveness of mental health services.

5 18.8.7 Collect and complete data entry of mental health  
6 documentation produced by staff into IRIS.

7 18.8.8 Ensure that progress notes are in compliance with  
8 COUNTY and Medi-Cal billing standards, and bring all  
9 discrepancies to Wraparound Supervisor's and Program  
10 Director's attention.

11 18.8.9 Maintain detailed accounting of program expenditures.

12 18.8.10 Maintain detailed and accurate records of Medi-  
13 Cal billing and financial expenditures.

14 18.8.11 Participate in mandatory training, and support  
15 the maintenance of all training compliance records.

16 Qualifications

17 18.8.12 Two (2) years of experience in office management  
18 or Associate's Degree;

19 18.8.13 Knowledge and experience with program assessment,  
20 outcomes measures, and data analysis;

21 18.8.14 Familiarity with Wraparound process and practices  
22 preferred;

23 18.8.15 Familiarity with IRIS and Medi-Cal guidelines and  
24 requirements for mental health billing, documentation  
25 and managed care systems preferred;

26 18.8.16 Knowledge and experience in basic accounting and  
27 filing; and

28 18.8.17 Computer literacy and proficiency in Word, Excel,

Outlook.

18.9 Quality Assurance Assistant

Duties

- 18.9.1 Responsible for reviewing, program documentation for accuracy and fidelity to the Wrap OC process.
- 18.9.2 Maintain database to track client and program-related data, and prepare reports as directed.
- 18.9.3 Maintain accurate records of direct service staff caseloads, and provide program census data to COUNTY, as needed.
- 18.9.4 Monitor and verify that all required documentation is present in Participants' charts.
- 18.9.5 Ensure that all intake forms, paperwork, and other data collection instruments are completed and collected in a timely manner.
- 18.9.6 In consultation with CONTRACTOR's management team and COUNTY, develop and utilize reliable outcome measures to track effectiveness of mental health services.
- 18.9.7 Collect and complete data entry of mental health documentation produced by staff into IRIS.
- 18.9.8 Ensure that progress notes are in compliance with COUNTY and Medi-Cal billing standards, and bring all discrepancies to Wraparound Supervisor's and Program Director's attention.
- 18.9.9 Maintain detailed accounting of program expenditures.
- 18.9.10 Maintain detailed and accurate records of Medi-Cal billing and financial expenditures.
- 18.9.11 Participate in mandatory training, and support

1 the maintenance of all training compliance records.

2 Qualifications

3 18.9.12 Two (2) years of experience in office management  
4 or Associate's Degree;

5 18.9.13 Knowledge and experience with program assessment,  
6 outcomes measures, and data analysis;

7 18.9.14 Familiarity with Wraparound process and practices  
8 preferred;

9 18.9.15 Familiarity with IRIS and Medi-Cal guidelines and  
10 requirements for mental health billing, documentation  
11 and managed care systems preferred;

12 18.9.16 Knowledge and experience in basic accounting and  
13 filing; and

14 18.9.17 Computer literacy and proficiency in Word, Excel,  
15 Outlook.

16 18.10 Executive Director

17 Duties

18 18.10.1 Provide leadership for the effective functioning  
19 of the Orange County business operations.

20 18.10.2 Provide leadership and supervision to ensure  
21 adequate staffing in all programs.

22 18.10.3 Provide leadership and sound fiscal management.

23 18.10.4 Primary liaison between the Board of Trustees and  
24 CONTRACTOR staff.

25 18.10.5 Provide leadership and supervision to implement  
26 community relations efforts for Olive Crest  
27 facilitating an acceptable professional image in the  
28 community at large.



1 18.10.6 Provide leadership and supervision in providing  
2 training on an ongoing basis to CONTRACTOR staff.

3 18.10.7 Provide leadership and supervision in ensuring  
4 CONTRACTOR compliance with all federal, State, County,  
5 and other agency regulations governing the care of  
6 children.

7 18.10.8 Provide leadership to and assure the development  
8 and implementation of an affective strategic and  
9 operational plan.

10 Qualifications

11 18.10.9 Bachelor's degree or higher from an accredited  
12 college or university;

13 18.10.10 A minimum of seven (7) years of leadership  
14 experience;

15 18.10.11 Excellent written and verbal communication  
16 skills;

17 18.10.12 Excellent management and leadership skills;

18 18.10.13 Excellent social skills and a demonstrated high  
19 level of professionalism, common-sense, and ability to  
20 exercise good judgment;

21 18.10.14 Philosophy of support for children in line with  
22 the values, mission, and treatment philosophy of  
23 CONTRACTOR; and

24 18.10.15 Ability to embrace a management philosophy that  
25 respects the intrinsic value of people and seeks to  
26 maximize their potential in the work place.

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28 18.11 Executive Assistant

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Duties

- 18.11.1 Prepare and generate correspondence (e.g. letters, reports, etc.) for presentation.
- 18.11.2 Oversee and coordinate projects as assigned.
- 18.11.3 Assist in the preparation and/or updating of program statements for all Orange County social welfare programs.
- 18.11.4 Develop and implement organizational systems as needed.
- 18.11.5 Maintain files as needed.
- 18.11.6 Create forms, invitations, flyers, etc. to be printed for in-house use.
- 18.11.7 Plan and prepare staff, regional, and other meetings for the Orange County Executive Director.
- 18.11.8 Assist with program budgets and variance reports as needed.
- 18.11.9 Complete reconciliations for submissions to Accounting.

Qualifications

- 18.11.10 Three (3) years of experience in similar position or related field;
- 18.11.11 Ability to demonstrate good organizational skills, and manage multiple and varied tasks;
- 18.11.12 Ability to demonstrate professional interaction with individuals at all levels, and a professional telephone manner;
- 18.11.13 Ability to maintain integrity in connection with confidentiality of administrative and program

information;

18.11.14 Experience in training others;

18.11.15 Proficiency in Microsoft Office; and

18.11.16 Proficiency in office equipment (e.g. fax, copy, scan, etc.)

18.12 Intensive Services Director

Duties

18.12.1 Supervise leadership for the Wrap OC program in Orange County.

18.12.2 Provide clarification, direction, support and emergency crisis management to staff, twenty-four (24) hours a day and seven (7) days a week, including holidays.

18.12.3 Coordinate periodic program meetings including individual and group supervision to ensure program quality.

18.12.4 Ensure compliance with all County, State, and contractual requirements.

18.12.5 Responsible for input on budget development and submission, and for program budget monitoring and fidelity.

18.12.6 Oversee development and maintenance of systems of evaluation and reporting for program integrity.

18.12.7 Prepare and submit monthly program review reports to Executive Director of Region.

18.12.8 Responsible for the revision of program statements for Wrap OC program.

18.12.9 Represent CONTRACTOR on various County and State

1 councils and committees, ensuring cooperative and  
2 effective working relations with staff and County  
3 Partners, to provide maximum support to youth and  
4 families.

5 18.12.10 Represent CONTRACTOR at community events,  
6 conferences, etc.

7 18.12.11 Screen, interview, and train new staff.

8 18.12.12 Ensure compliance with staffing requirements,  
9 including on-call coverage.

10 Qualifications

11 18.12.13 Master's degree or doctoral degree from an  
12 accredited university;

13 18.12.14 License with the Board of Behavioral Sciences or  
14 the Board of Psychology;

15 18.12.15 Eligibility to supervise trainees, associates,  
16 and interns in accordance with Board regulations;

17 18.12.16 Excellent written and verbal communication  
18 skills;

19 18.12.17 Demonstrated ability to work independently and  
20 complete assigned tasks, and to exercise good judgment;

21 18.12.18 Ability to apply reason in problem-solving  
22 situations where only limited standardization may  
23 exist, and to interpret a variety of instructions  
24 furnished in written, oral, diagrammatic, or schedule  
25 form;

26 18.12.19 Excellent social skills and ability to  
27 demonstrate a high level of professionalism and common-  
28 sense;

1 18.12.20 Working knowledge of computer applications  
2 including Microsoft Outlook and Word; and

3 18.12.21 Trainable in the use of Electronic Health Record.

4 18.13 Human Resources Director

5 Duties

6 18.13.1 Hire, train, and supervise Human Resources (HR)  
7 Manager(s), HR Assistant(s) and Receptionist(s).

8 18.13.2 Oversee recruitment for all positions in assigned  
9 region.

10 18.13.3 Oversee new employee orientation.

11 18.13.4 Oversee maintenance of employee records for  
12 assigned region, assuring compliance with all required  
13 documentation for CONTRACTOR and County, State and  
14 federal agencies.

15 18.13.5 Oversee input of employee information for region  
16 into HR database.

17 18.13.6 Oversee review of employee files for audits in  
18 region.

19 18.13.7 Review and advise directors on involuntary  
20 terminations and suspensions.

21 18.13.8 Assist supervisors with employee situations.

22 18.13.9 Oversee employee injury investigations and assist  
23 with handling of Workers' Comp claims as requested.

24 18.13.10 Approve new salaries/salary changes for salaries  
25 within approved salary ranges.

26 18.13.11 Approve new job descriptions and job description  
27 changes for positions in region.

28 18.13.12 Assist directors with updating of staffing

schedules.

18.13.13 Review disciplinary notices with supervisors in region.

18.13.14 Update and implement quarterly recruitment plan for region.

18.13.15 Oversee implementation of safety program in region.

18.13.16 Review and respond to unemployment claims and coordinate unemployment hearings for region.

18.13.17 Oversee Employee Relations program in region.

18.13.18 Assist with management and supervisor training program.

18.13.19 Oversee internship program in region.

18.13.20 Oversee implementation of marketing plan in region.

18.13.21 Research new recruitment avenues in region.

18.13.22 Update and maintain job descriptions for positions in region.

18.13.23 Approve Position Requisitions for replacement and growth positions.

18.13.24 Approve and coordinate processing of Employment Information Notices in accordance with approved process.

18.13.25 Oversee exit interview process in region.

18.13.26 Assist with special projects as directed by supervisor.

18.13.27 Coordinate job fairs for region.

18.13.28 Assist with payroll processing, payroll reporting

and employee benefit processing as needed.

Qualifications

18.13.29 Bachelor's degree in HR management or business administration, or equivalent experience;

18.13.30 Five (5) years of related HR or administrative experience; and

18.13.31 Proficiency in Microsoft Word and Excel.

18.14 Human Resources Recruiter

Duties

18.14.1 Recruit and interview applicants for positions in assigned divisions/departments and other positions as requested.

18.14.2 Refer qualified applicants to appropriate managers for subsequent interviews.

18.14.3 Screen applicants on the telephone and schedule initial interview appointments.

18.14.4 Complete reference checks on qualified applicants.

18.14.5 Make job offers to prospective employees.

18.14.6 Process paperwork on new employees, set-up new employee files, and assure that all required paperwork is submitted.

18.14.7 Issue Employee Handbooks to new employees.

18.14.8 Schedule orientation training for new employees and follow-up to assure training has been completed.

18.14.9 Conduct new hire orientation as assigned

18.14.10 Represent CONTRACTOR at career fairs, recruiting functions and other marketing situations as assigned

1 18.14.11 Process paperwork for staff changes in assigned  
2 divisions/departments as requested.

3 18.14.12 Check U.S. Department of Justice (DOJ) website  
4 for updates and maintain Criminal Offender Record  
5 information (CORI) report.

6 18.14.13 Assist with filing of paperwork in employee  
7 files.

8 18.14.14 Other duties as required.

9 Qualifications

10 18.14.15 Previous recruitment and general HR experience  
11 preferred;

12 18.14.16 Excellent customer service skills;

13 18.14.17 Ability to problem-solve and follow tasks through  
14 to completion; and

15 18.14.18 Proficiency in Microsoft Word and Excel.

16 18.15 Human Resources Coordinator

17 Duties

18 18.15.1 Ensure that new hire files are completed and  
19 copies are sent to necessary job sites.

20 18.15.2 Follow-up with new hires to ensure completion of  
21 new employment documentation prior to starting.

22 18.15.3 Verify and transfer Community Care Licensing  
23 (CCL) Clearances as needed.

24 18.15.4 Maintain updated facility rosters for Orange  
25 County programs and CORI report.

26 18.15.5 Maintain supply of Employee Handbooks, New Hire  
27 Packets and Marketing Materials.

28 18.15.6 Assist walk-in employees and be available to



1 answer questions.

2 18.15.7 Maintain expiration date records and follow-up  
3 with employees on expiring documents.

4 18.15.8 Audit and maintain regional employee files.

5 18.15.9 Ensure I-9 forms are complete, accurate, and  
6 updated as needed.

7 18.15.10 Assist with reference checks as requested.

8 18.15.11 Maintain employee training records and enter  
9 trainings into HR database.

10 18.15.12 Oversee the maintenance of the DMV Pull Program  
11 and review employee driving records.

12 18.15.13 Review Driving Records upon receipt to ensure  
13 guidelines have been met, and flag any concerning  
14 records for Director approval/action.

15 18.15.14 Disseminate DMV Records to other regions.

16 18.15.15 Assist with payroll process as needed.

17 18.15.16 Review DOJ and U.S. Federal Bureau of  
18 Investigation (FBI) criminal records, and process  
19 paperwork for clearances.

20 18.15.17 Work with Marketing Department to maintain  
21 updated information on the Careers Page.

22 18.15.18 Generate job announcement flyers as needed.

23 18.15.19 Assist with job postings as requested.

24 18.15.20 Create Employee ID Cards.

25 Qualifications

26 18.15.21 Relevant administrative experience;

27 18.15.22 Ability to demonstrate good organizational  
28 skills;

- 1 18.15.23 Exemplary oral and written skills;
- 2 18.15.24 Ability to demonstrate professional interaction
- 3 with individuals at all levels;
- 4 18.15.25 Ability to manage multiple and varied tasks; and
- 5 18.15.26 Proficiency in Microsoft Office.

6 18.16 Community Involvement

7 Duties

- 8 18.16.1 Arrange, set up, and lead Community Information
- 9 Meetings on a regular basis to familiarize the public
- 10 with Olive Crest goals, programs, and guidelines.
- 11 18.16.2 Lead resource drives that engage community
- 12 partners to meet the resource needs of children and
- 13 families, including but not limited to "Be the Miracle"
- 14 toy drive, Back to School supplies drive, Holiday Meals
- 15 distribution, and Diaper Drive.
- 16 18.16.3 Responsible for distribution of in-kind donations
- 17 including, but not limited to, holiday donations,
- 18 summer ticket donations, furniture, appliances, and
- 19 bicycles.
- 20 18.16.4 Develop relationships with community partners in
- 21 order to provide employment opportunities for youth
- 22 and families.
- 23 18.16.5 Ensure that accurate records, files, and resource
- 24 materials are maintained for the Community Involvement
- 25 Department.
- 26 18.16.6 Develop new resource materials as needed.
- 27 18.16.7 Serve as the key communication link between the
- 28 organization and community partners.

1 18.16.8 Serve as a communication link between the  
2 organization, the board, administration, staff, and  
3 the departments that benefit from community  
4 partnerships.

5 Qualifications

6 18.16.9 Bachelor's degree in public relations,  
7 communications, or related field from an accredited  
8 college or university, is preferred;

9 18.16.10 Strong oral and written communication skills,  
10 interpersonal skills, organizational skills, and  
11 computer skills;

12 18.16.11 Ability to be detail-oriented;

13 18.16.12 Ability to be energetic and strong with follow-  
14 through;

15 18.16.13 A philosophy of support for abused children in  
16 line with values, mission and treatment philosophy of  
17 Olive Crest; and

18 18.16.14 A management philosophy that respects the  
19 intrinsic value of people and seeks to maximize their  
20 potential in the work place.

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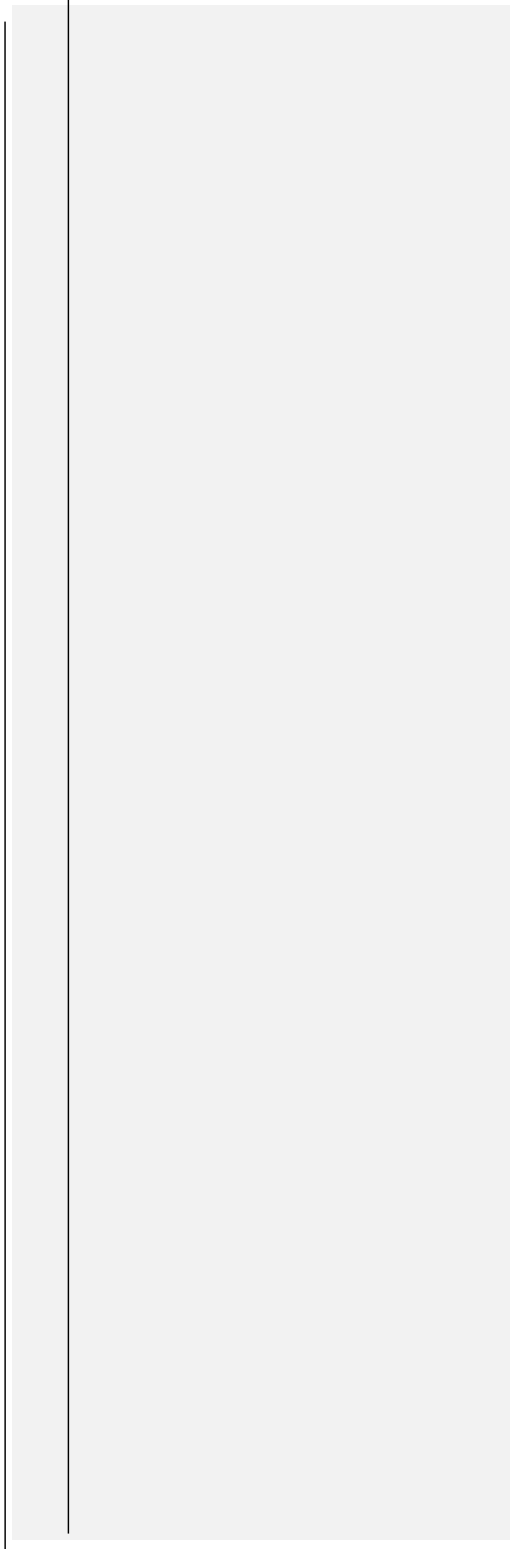


EXHIBIT B  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

**DEFINITIONS**

1. **DEFINITIONS**

CONTRACTOR shall be familiar with the following definitions:

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

- 1.1.1 Track Wrap OC data;
- 1.1.2 Create Wrap OC reports;
- 1.1.3 Enable more accurate monitoring of outcomes;
- 1.1.4 Inform decision-making;
- 1.1.5 Facilitate quality assurance; and
- 1.1.6 Improve service delivery.

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

1.3 Adolescents with Sexual Behavior Problems: Youth with problematic sexual behavior which is not illegal but potentially harmful to

1 the youth such as compulsive masturbatory behavior.

- 2 1.4 Adoption Assistance Program (AAP): A federally subsidized program  
3 that provides funds to encourage adoption of children with special  
4 needs and removes the financial disincentives for families to  
5 adopt. Funds are intended to benefit children in foster care by  
6 providing the security and stability of a permanent home through  
7 adoption.
- 8 1.5 Assembly Bill (AB) 12: AB Chapter 559, Statutes of 2010, amendment  
9 to section 17552 of the Family Code. provides transitional support  
10 to qualifying youth until age twenty-one (21).
- 11 1.6 Assembly Bill 3632: See Educationally-Related Mental Health  
12 Services.
- 13 1.7 Assignment: A term used to signify that a child/youth has been  
14 accepted as a Participant in Wrap OC, and that the child/youth and  
15 his or her family have been assigned by Wraparound Review and  
16 Intake Team (WRIT) to a Wrap OC Provider Agency.
- 17 1.8 CalWORKs: The acronym for the California Work Opportunity and  
18 Responsibility to Kids Act of 1997 as described in Section 11200  
19 et seq., of the California Welfare and Institutions Code (WIC).
- 20 1.9 Care Coordinator: Wrap OC Provider Agency staff who is responsible  
21 for facilitating the Wrap OC Child and Family Team (Wrap CFT)  
22 meetings and guiding the evolution of a Plan of Care (POC) that  
23 is family-centered and effective in safely transitioning and/or  
24 maintaining the Participant to the least-restrictive family  
25 setting with minimal reliance on formal support systems.
- 26 1.10 Case Number: A unique alpha-numeric identifier established by  
27 ADMINISTRATOR for each Participant.
- 28 1.11 Child and Family Team (CFT): A group of committed individuals,

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

6 1.11.1The CFT may include:

- 7 1.11.1.1 Participant's parent(s);
- 8 1.11.1.2 Selected family members;
- 9 1.11.1.3 Family representative(s);
- 10 1.11.1.4 Resource parent(s);
- 11 1.11.1.5 Guardian(s);
- 12 1.11.1.6 Adoptive parents; and
- 13 1.11.1.7 Friends or other support persons who are  
14 important to the Participant.

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

- 17 1.11.2.1 Senior Social Worker (SSW);
- 18 1.11.2.2 Deputy Probation Officer (DPO);
- 19 1.11.2.3 Mental Health (MH) Therapist and/or Case  
20 Manager;
- 21 1.11.2.4 Relevant counseling or mental health  
22 representatives; and
- 23 1.11.2.5 Any other person(s) influential in the  
24 Participant's and/or Participant's family's lives  
25 who may be instrumental in supporting the  
26 Participant and/or the Participant's family.

27 1.12 CFT Member: Individuals designated by the Participant and/or  
28 Participant's family, who maintain ongoing, regular contact with

1 the Participant and Participant's family, and exhibit the ability  
 2 to access needed resources. CFT Members are the critical decision-  
 3 makers and attend CFT meetings. Members may include:

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- 5 1.12.1 Care Coordinator;
- 6 1.12.2 Parent Partner;
- 7 1.12.3 Youth Partner;
- 8 1.12.4 Wraparound Supervisor, as needed or invited;
- 9 1.12.5 Any traditional or non-traditional support system(s);
- 10 1.12.6 Significant other(s);
- 11 1.12.7 Professional supports; and
- 12 1.12.8 Natural supports.

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

20 1.14 Child Welfare Services Redesign Supportive Services (CWSRSS): See  
 21 Provider Network Program.

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

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



- 1 1.17 Community-Based Services: Formal and informal services available  
2 to children/youth and families in the communities where they live,  
3 provided primarily by staff from non-governmental, community-based  
4 agencies.
- 5 1.18 Concluded: The term used to signify the closure of a Wrap OC case  
6 and/or that the Participant's participation in Wrap OC has  
7 concluded.
- 8 1.19 Congregate Care: A placement for children/youth that includes  
9 twenty-four (24)-hour supervision in a highly-structured setting  
10 or institution.
- 11 1.20 Contiguous County: A California county that shares a border with  
12 Orange County (i.e., Los Angeles, Riverside, San Bernardino and  
13 San Diego Counties).
- 14 1.21 Cost of Doing Business (CODB): Expenses incurred as a routine  
15 part of conducting business and common to all providers engaged  
16 in providing similar services.
- 17 1.22 Crisis: A period of time when a Participant's emotional and/or  
18 functioning stability and/or current living situation is in  
19 jeopardy, possibly because of a breakdown in the Participant or  
20 Participant's family's ability to effectively and appropriately  
21 cope with a situation. A crisis might also include situations  
22 when Wrap OC Provider Agency staff determine that the Participant  
23 and/or the Participant's family requires immediate assistance,  
24 even though protective, physical control, and/or evaluation or  
25 safety-assessment measures do not appear to be necessary. Crisis  
26 services shall not be designed to provide a response to emergency  
27 situations. Examples of a crisis might include:  
28 1.22.1A Participant who refuses to take his/her prescribed

1 medication; refuses to attend or remain in school; or  
2 is agitated and/or threatening, and/or may be at risk  
3 of losing his/her placement; or

4 1.22.2A Participant's parent(s)/caregiver(s) who might have  
5 just finished managing one of the aforementioned crises  
6 and who might be in need of assistance with addressing  
7 their own emotional stability.

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

17 1.24 Crisis Plan: A written plan developed by a Provider Network  
18 Program Agency with the Participant, whenever possible, and the  
19 Participant's family to identify steps designed to prevent and/or  
20 deescalate a crisis; or, in the event additional interventions  
21 are necessary, to provide information to the Participant and/or  
22 the Participant's family to enable them to obtain appropriate  
23 supportive services in the community.

24 1.25 Cultural Competency: A responsive awareness and acceptance of  
25 cultural differences, an awareness of one's own cultural values;  
26 an understanding of the "dynamics of difference" in the helping  
27 process; a basic knowledge about each Participant and  
28 Participant's family's culture and the ability to adapt practice

1 skills to fit the cultural needs of the children, youth and  
2 families.

3 1.26 Culturally Responsive: To display a general knowledge of cultural  
4 values and mores of individuals from diverse ethnic groups and the  
5 ability to adapt practice accordingly. A willingness and ability  
6 to recognize and interact responsively, respectfully, and  
7 effectively with people from diverse cultures, classes, races,  
8 ethnic groups, and religious backgrounds in a manner that  
9 recognizes, respects, affirms, and values the worth of  
10 individuals, families, and communities as well as protects the  
11 dignity of each person.

12 1.27 Dependent: A child/youth who is under the jurisdiction of the  
13 Orange County Juvenile Court as a result of abuse and/or neglect,  
14 and who is under the supervision of SSA.

15 1.28 Diagnosis: The nature of the Participant's medical disorder  
16 and/or, as it more generally applies to Wrap OC, the Participant's  
17 mental health disorder, per the most current edition of the  
18 Diagnostic and Statistical Manual of Mental Disorders (DSM)  
19 published by the American Psychiatric Association.

20 1.29 Early and Periodic Screening, Diagnosis, and Treatment Program  
21 (EPSDT): Federal Medicaid (known in the State of California as  
22 Medi-Cal) law that permits a state to cover specific services  
23 necessary to address, correct and/or ameliorate a mental illness,  
24 even if the service is not otherwise included in the state's Medi-  
25 Cal Plan. EPSDT covers eligible persons age twenty-one (21) years  
26 and younger.

27 1.30 Educationally-Related Mental Health Services: Formerly known as  
28 AB 3632; also known as Chapter 26.5; currently known as AB 114.

1 Also referred to as Educationally-Required Mental Health Services  
 2 or Educationally-Related Behavioral Services. The Individuals  
 3 with Disabilities Education Act (IDEA) requires that schools  
 4 provide the services necessary for a child/youth to benefit  
 5 from/access his/her education. It also establishes procedures  
 6 governing referrals of pupils to community mental health services  
 7 and the responsibilities of those entities. Services might  
 8 include, but not be limited to, the following:

9 1.30.1 Assessment and interpretation of mental health needs  
 10 with integration of information in service planning;

11 1.30.2 Consultation with the student, family and staff to  
 12 develop an appropriate program;

13 1.30.3 Individual, group, family and/or parent counseling  
 14 provided by qualified social workers, psychologists,  
 15 guidance counselors or other qualified personnel,  
 16 including therapeutic counseling when required;

17 1.30.4 Teaching education rights' holders the skills to enable  
 18 them to support implementation of a youth's  
 19 Individualized Education Plan (IEP);

20 1.30.5 Positive behavior intervention, including 1:1  
 21 behavioral aides;

22 1.30.6 Assessment for and administration and management of  
 23 medications; and

24 1.30.7 Residential placement.

25 1.31 Eligible Child/Youth/NMD: Child/youth/Non-Minor Dependents (NMD)  
 26 who meet the following criteria:

27 1.31.1 Ages birth to eighteen (0-18) years;

28 1.31.2 Adjudicated as either a dependent or ward of the

- juvenile court pursuant to WIC Sections 300 or 602;
- 1.31.3 NMD pursuant to WIC Section 11400(v), which is a foster child who has attained the age of eighteen (18) years while in foster care and is younger than twenty-one (21) years;
- 1.31.4 Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member (NREFM) or Resource parent (formerly known as foster parent) who has agreed to participate in Wrap OC; or
- 1.31.5 At risk of or placed in congregate care that is licensed by California Department of Social Services (CDSS), formerly at a Rate Classification Level (RCL) of ten to sixteen (10-16) or higher, and that focuses on care for children/youth/NMD who:
  - 1.31.5.1 Exhibit significant emotional and/or behavioral disturbance;
  - 1.31.5.2 Require highly structured environments;
  - 1.31.5.3 Require specialized treatment;
  - 1.31.5.4 Exhibit behavior including, but not limited to, one or more of the following behaviors: frequent running away/AWOL, gang 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

1 criminal behavior, oppositional defiant behavior,  
2 aggression, assaultive toward others, educational  
3 deficiencies, habitual school truancy and/or other  
4 school-related behavior problems, post-traumatic  
5 stress, behaviors beyond the control of parent(s)  
6 and/or primary caregiver(s), recognized mild  
7 developmental disorder, significant mental health  
8 disorders, one (1) or more hospitalizations in a  
9 mental health facility, or child/youth/NMD has  
10 previously received other intensified services. In  
11 addition, child/youth/NMD may have been raised in  
12 families with multi-generational criminal justice  
13 involvement, social services involvement, and/or  
14 mental health disorders.

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

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

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

- 1 1.35 Emergency Response (ER): A program in CFS in which social workers  
2 respond to Child Abuse Registry (CAR) referrals that are  
3 determined to meet the legal definition for suspected child abuse  
4 and/or neglect. ER social workers investigate allegations of  
5 child maltreatment, assess risk and child safety, and determine  
6 whether preventative services or protective custody interventions  
7 are required.
- 8 1.36 Enrollment Date: The date a child/youth/NMD is enrolled in a Wrap  
9 OC referral SB 163 slot.
- 10 1.37 Extended Foster Care (EFC) Program: Under the provision of AB 12,  
11 this program allows foster youth to remain in foster care and  
12 continue to receive foster care payment benefits (AFDC-FC  
13 payments) and services beyond age eighteen (18), as long as the  
14 foster youth meets all of the following requirements:
- 15 1.37.1 Meeting one (1) of five (5) participation requirements;  
16 1.37.2 Living in an approved or licensed home or facility;  
17 and  
18 1.37.3 Meeting other eligibility requirements.
- 19 1.38 Family(ies): Participant's parent(s), siblings and other  
20 relatives related to the Participant by blood, marriage, or non-  
21 relative extended family connection. Families include the  
22 adult(s) committed to a Participant and/or able to meet the  
23 Participant's needs. In most cases, the family will be the  
24 Participant's birth family or kin. In some cases, it might include  
25 a step-parent or blended family that has a significant healthy  
26 attachment. In other cases, it will be an adoptive family or a  
27 Resource (formerly known as foster) family with the potential to  
28 become a permanent family for the Participant. In rare

1 circumstances, a family must be developed. In most cases, the  
2 Participant will be able to identify the family that has a  
3 commitment to the Participant or that has the potential to develop  
4 a commitment. This may include extended family or others who are  
5 seen by the Participant as significant and supportive.

6 1.39 Family-Centered: The needs of children addressed in the context  
7 of their families. Parent(s) or primary caregiver(s) will  
8 participate in all aspects of the development and implementation  
9 of the POC, support, and services, to the degree they are able and  
10 to the extent permitted by any outstanding orders of the court.

11 1.40 Family Maintenance Collaborative Services (FMCS): A voluntary CFS  
12 program for time-limited preventative services designed to:  
13 stabilize and maintain non-dependent children, who have been  
14 determined to be at high-risk of child abuse or neglect, in their  
15 homes/families; promote child safety; link families to community-  
16 based resources; and reduce the need for protective custody.

17 1.41 Family Representative: Anyone who has a meaningful connection  
18 with the Participant and is seen by the Participant as significant  
19 and supportive. A family representative may include family  
20 member(s), relative(s), neighbor(s), or others who are involved  
21 with and important to the Participant, such as a football coach  
22 or school teacher.

23 1.42 Family Review Process: The method of ensuring a system of care  
24 support, quality assurance, and continuous system improvement that  
25 provides family collaboration, facilitates quality assurance and  
26 continuous system improvement, involves periodic reviews and  
27 monitoring of individual POCs and outcomes, provides systemic  
28 support at both the Participant and Participant's family's level



1 and the system-practice level. This includes consultation between  
2 the Wrap OC Provider Agency and WRIT or its designee.

3 1.43 Family Setting: A living arrangement, which includes or will  
4 include the Participant and one or more relatives or caregivers,  
5 who are willing to participate in a strength-based process and  
6 willing to work toward permanency. This might include parents,  
7 relative placements, NREFM placements, guardianships, Resource  
8 families, or adoptive parents.

9 1.44 Flex Funds: Term used to identify the flexible use of State and  
10 County foster care funds and AAP funds needed to:

11 1.44.1 Facilitate family self-sufficiency;

12 1.44.2 Assist the family in meeting their basic needs to  
13 enable the Participant to remain with or be  
14 transitioned to their respective families or family-  
15 like settings;

16 1.44.3 Aid the Participant and/or Participant's family  
17 members in developing and implementing more  
18 appropriate coping skills and behavior; and

19 1.44.4 Enable funding to be used for individualized, intensive  
20 Wrap OC interventions and services, which include the  
21 creative use of funding to enable Participants to  
22 remain safely in the least-restrictive setting,  
23 ideally with their respective families or in family-  
24 like settings.

25 1.45 Formal Supports: System-based services and supports provided by  
26 professionals (or other individuals who are paid to care) that  
27 include a structure of requirements for which there is oversight  
28 by state or federal agencies, national professional associations,

1 and/or the general public.

- 2 1.46 Health Care Agency (HCA): County of Orange Agency authorized by  
3 the State of California Medi-Cal Program to provide services,  
4 submit claims, and receive payments for Medi-Cal reimbursable  
5 activities.
- 6 1.47 Individual Service Report (ISR): A flex fund expenditure report,  
7 generated monthly by each Wrap OC Provider Agency, that identifies  
8 Youth Partner, Parent Partner, Care Coordinator, and all other  
9 case-specific Wrap OC costs incurred each month.
- 10 1.48 Individualized Services: Services tailored to the specific,  
11 unique needs of the Participant and/or Participant's family;  
12 incorporating a flexible, creative approach to treatment planning  
13 based on an assessment of needs, resources, and family strengths;  
14 and including the use of formal and informal supports and services.
- 15 1.49 Informal Supports: Community-based services and supports provided  
16 by individuals and/or organizations that exist or can be developed  
17 in the Participant/Participant's family's community, kinship,  
18 social and/or spiritual networks. Interventions and/or activities  
19 that utilize friends, extended family members, clergy and/or other  
20 faith-based mentors, neighbors, educators, coaches, local business  
21 persons, other persons who are not paid to care, and so forth.
- 22 1.50 In-Home Safety Aide (IHSA): Provider Network Program Agency  
23 paraprofessional staff who provides direct behaviorally-based, in-  
24 home parental aid, and in-home monitoring services to Participants  
25 and Participants' parent/caregiver(s).
- 26 1.51 Intake Referral: A completed referral form, with all supporting  
27 documentation, initialed by a SSW, DPO, or MH Therapist/Case  
28 Manager to enroll a child/youth/NMD in Wrap OC.

1 1.52 Licensed Therapist: A mental health care professional who is  
2 licensed as a Licensed Clinical Social Worker (LCSW), Marriage  
3 and Family Therapist (MFT), or Psychologist Ph.D.

4 1.53 Life Area: Areas of basic human needs including: Family  
5 Relationships; Living Environment; Educational; Vocational/Work;  
6 Social/Recreational; Financial; Cultural;  
7 Emotional/Psychological; Medical/Health; Spiritual; Safety; and  
8 Legal. At its sole discretion, ADMINISTRATOR may, with written  
9 notification to CONTRACTOR, add, delete and/or modify the  
10 identified life areas.

11 1.54 Linkages: Relationships between CONTRACTOR and services in the  
12 community to the benefit of Participants and Participants' families.

13 1.55 Medical Home: A team-based health care delivery model of primary  
14 care to patients with a goal to obtain maximal health outcomes.  
15 Also known as the Patient-Centered Medical Home (PCMH) and  
16 typically is a Primary Care Physician, Pediatrician, or Group.

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

25 1.57 Non-Minor Dependent (NMD): A foster child who has attained the age  
26 of eighteen (18) years while in foster care and is younger than  
27 twenty-one (21) years, pursuant to WIC Section 11400(v). The NMD  
28 must meet at least one (1) of the AB 12 participation requirements

1 and must participate in a Transitional Independent Living Plan  
2 (TILP) under the support of SSA.

3 1.58 Out-of-County: Any California county other than Orange County.  
4 May also be extended to include out-of-state as deemed necessary.

5 1.59 Parent Partner: Wrap OC Provider Agency staff who provides support  
6 to the Family Team, and the Participant's parent(s)/caregiver(s)  
7 in particular. The Parent Partner shall have personal experience  
8 (ideally as a parent) with services provided through the COUNTY's  
9 Child Welfare Services, Probation, or Mental Health System for a  
10 minor child(ren) or person(s) who may be emotionally/behaviorally  
11 disturbed.

12 1.60 Participant: A child/youth/NMD who meets the criteria for an  
13 Eligible Child as defined in this Exhibit B and has been accepted  
14 into a Pre-Enrollment, Enrollment, or Post-Enrollment slot in Wrap  
15 OC.

16 1.61 Plan Of Care (POC): A written plan, which might also include  
17 items to help the Participant and/or the Participant's family  
18 comply with any orders of the Juvenile Court (dependency and/or  
19 Probation), and developed and signed by the Family Team. POC  
20 shall include the following elements:

21 1.61.1 Participant and Participant's family's statement of  
22 overall goal(s) or vision;

23 1.61.2 Strengths of the Participant and Participant's family  
24 member(s);

25 1.61.3 Needs, as defined by specific life areas that must be  
26 met to achieve the goal(s) of the Participant and  
27 Participant's family;

28 1.61.4 Proactive and reactive Safety Plans;

1 1.61.5 Type, frequency, and duration of intervention  
2 strategies and activities;

3 1.61.6 Identification of financial responsibility for all POC  
4 components; and

5 1.61.7 Desired outcomes of Wrap OC.

6 1.62 Pre-Enrollment Date: The date the Participant is assigned to a  
7 Wrap OC Provider Agency to begin Wrap OC Program, but prior to the  
8 enrollment date.

9 1.63 Provider Network Program (PNP): A network of agencies contracted  
10 to provide diverse and tailored services through a fee-for-service  
11 and outcome-based approach, for children and families served in  
12 Wrap OC by SSA in partnership with HCA and Probation. This program  
13 is also known as Child Welfare Services Redesign Supportive  
14 Services (CWSRSS).

15 1.64 Post-Enrollment Date: The date the Participant is removed from  
16 an Enrolled Wrap OC referral slot. Participant and Participant's  
17 family may continue to be involved in Wrap OC with the Wrap OC  
18 Provider Agency for the duration of the POC in effect, up to three  
19 (3) months, after which the Participant will conclude from Wrap  
20 OC. The length of the post-enrollment period is set in the  
21 Participant's POC and must be approved by a Wrap OC liaison (or  
22 designee).

23 1.65 Quality Assurance (QA): The methods, including the use of  
24 interdisciplinary teams, established by ADMINISTRATOR to review  
25 processes, performance, and outcome measures, and identify  
26 opportunities for improvement.

27 1.66 Rate Classification Level (RCL): Formerly the level established  
28 by CDSS for a residential treatment or group home using a point

1 system to measure the level or intensity of care and supervision  
2 required and provided. Points were based on the number of hours  
3 per child, per month, of services provided in Child Care and  
4 Supervision, Social Work Activities, and Mental Health Treatment  
5 Services.

6 1.67 Referral Slot: An allotted place in Wrap OC Program that includes  
7 an alpha-numeric identifier, which identifies the referring Agency  
8 and funding status of a case, and is assigned to each Participant.

9 1.68 Safety Plan: A plan developed by the Wrap CFT, which includes the  
10 Participant and the Participant's family and/or caregiver(s), in  
11 conjunction with the POC. The Safety Plan provides the Participant  
12 and Participant's family with actions, contacts, responses, and  
13 responsibilities to respond to crises, which a child/youth/NMD or  
14 family can reasonably predict, while in Wrap OC. It also plans  
15 for Participants with histories of violence, sexual acting out,  
16 delinquency, and family members with histories of substance abuse  
17 and/or other problems. The Safety Plan shall address specific,  
18 identified behavioral issues and triggers to ensure these  
19 behaviors/triggers are mitigated and/or controlled. It also shall  
20 inform the Participant's family, all Wrap CFT members and all Wrap  
21 OC service providers, as appropriate, of these plans to ensure  
22 they are aware of and knowledgeable about how to implement the  
23 crisis management strategy and how to contact the Wrap OC Provider  
24 Agency.

25 1.69 Satisfaction Surveys: Surveys that measure Participant's,  
26 Participant's families, and the referring Wrap OC Provider  
27 Agency's overall satisfaction with Wrap OC and its specific  
28 aspects in order to recognize strengths, and identify problems and

1 opportunities for improvement.

2 1.70 Self-Sufficiency: The ability to secure the services and supports  
3 each Participant and Participant's family needs to meet the needs  
4 of the family and its individual members, without continued  
5 assistance of Wrap OC.

6 1.71 Senate Bill (SB) 163: A bill that allows counties the flexible  
7 use of State foster care dollars designed to provide eligible  
8 children with family-based service alternatives to congregate care  
9 and also known as Wraparound Services project; uses Wraparound as  
10 the process for creating individualized services and supports for  
11 Participants and their respective families; and serves  
12 children/youth/NMDs who are currently residing in, or at risk of  
13 being placed in, congregate care or an STRTP which was formerly  
14 licensed at an RCL of ten to sixteen (10-16).

15 1.72 Short-Term Residential Therapeutic Program (STRTP): A residential  
16 facility operated by a public agency or private organization and  
17 licensed by CDSS pursuant to Section 1562.01 that provides an  
18 integrated program of specialized and intensive care and  
19 supervision, services and supports, treatment, and short-term 24-  
20 hour care and supervision to children with the aim of moving the  
21 youth to a less restrictive environment within six months. The  
22 care and supervision provided by a short-term residential  
23 therapeutic program shall be nonmedical, except as otherwise  
24 permitted by law. Private short-term residential therapeutic  
25 programs shall be organized and operated on a nonprofit basis.

26 1.73 Special Incident: A significant event in Participant's life.  
27 Events may include, but are not limited to: Participant or  
28 Participant's family member's serious injury or death, occurrence

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

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

14 1.75 Supervised Independent Living Placement (SILP): The type of foster  
15 care placement for young adults who are developmentally ready to  
16 live in a less-restrictive environment that is intended to provide  
17 an opportunity for independent living experiences while receiving  
18 a safety net of support and services.

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

28 1.77 Trauma-Informed Practice: A strengths-based framework grounded



1 in an understanding of and responsiveness to the impact of trauma,  
2 that emphasizes physical, psychological, and emotional safety for  
3 both survivors (Participants and Participants' families) and  
4 providers, and that creates opportunities for  
5 survivors/Participants and Participants' families to rebuild a  
6 sense of control and empowerment. Professionals who provide  
7 trauma-informed care and practice to children/youth and families  
8 involved with the child welfare system and/or the probation  
9 system, must understand the impact of trauma on child development  
10 and learn how to effectively minimize its effects without causing  
11 additional trauma.

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

23 1.79 TFCO-OC Youth Partner: Wrap OC Provider Agency staff who provide  
24 consistent, reinforcing support to Participants in TFCO-OC by  
25 helping Participants learn, practice, and demonstrate pro-social  
26 behavior, problem-solving, and appropriate coping skills.

27 1.80 Tutor: PNP Agency staff with demonstrated proficiency in the  
28 subject matter assigned, who assists students with queries and

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

4 1.81 Tutoring: One-to-one instruction and academic coaching in one  
5 (1) or more academic subject(s).

6 1.82 Ward(s): A person who is under the age of eighteen (18) years,  
7 when he or she violates any law which is defined as a crime of the  
8 State of California and is within the jurisdiction of the Juvenile  
9 Court, which may adjudge such person to be a ward of the court and  
10 may place the person under supervision by the Probation  
11 Department, pursuant to WIC Section 602.

12 1.83 Wraparound Fidelity Index (WFI): The survey process that measures  
13 eleven (11) elements of the Wrap OC process for Wrap OC  
14 Participant(s), Participant's primary caregiver, Parent Partner,  
15 Youth Partner and Care Coordinator. The process is completed  
16 through brief, confidential telephone interviews with families who  
17 agree to participate, and it is administered by a neutral third  
18 party.

19 1.84 Wraparound Orange County (Wrap OC): A program authorized by SB  
20 163 that allows the flexible use of State foster care dollars to  
21 provide eligible children/youth with family-based service  
22 alternatives to congregate care. It is administered by SSA in  
23 partnership with HCA and Probation, and it provides a  
24 collaborative, highly-individualized process for creating  
25 specific, unique resources and services to engage Participants and  
26 their families. It is designed to maximize the capacity of each  
27 family to meet the child/youth's needs and to prevent or reduce  
28 the need for residential placement.

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

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

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

1.85.3 Relevant counseling or mental health representatives; and

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

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

1.87 Wrap OC Model: The Wrap OC model, which was approved by the County of Orange Board of Supervisors and the CDSS, details the

1 COUNTY's plan to use Wraparound funding to provide eligible  
2 children/youth with family-based service alternatives to  
3 congregate care. The Wrap OC model utilizes a combination of  
4 funding from both child welfare services and Medi-Cal funds  
5 approved by HCA, as the County's Mental Health provider. Child  
6 welfare services funding enables Wrap OC to provide more strength-  
7 based, flexible services and supports to Participants and their  
8 families; whereas Medi-Cal funding, by definition, is more  
9 deficit-based and requires extensive documentation to ensure  
10 services meet medical necessity, all Medi-Cal guidelines, and  
11 claiming requirements.

12 1.88 Wrap OC Provider Agency: A community-based organization under  
13 contract with COUNTY to implement Wrap OC to a specific number of  
14 Participants and their respective families, including siblings and  
15 parent(s)/caregiver(s).

16 1.89 Wraparound Oversight Group (WOG): A group that includes the  
17 Executive Director or Deputy Director-level representatives from  
18 SSA/CFS, HCA/Behavioral Health Services, and Probation. WOG  
19 receives reports from ADMINISTRATOR regarding program, fiscal,  
20 contract, evaluation, and training; ensures collaboration between  
21 agencies; and develops policy recommendations in keeping with  
22 Wraparound OC Plan, as approved by the County of Orange Board of  
23 Supervisors. WOG directs the reinvestment of any cost savings  
24 that may accrue as a result of Wrap OC.

25 1.90 Wraparound Review and Intake Team (WRIT): A group that includes  
26 a parent representative and representatives from SSA/CFS,  
27 HCA/Behavioral Health Services, Probation, CONTRACTOR, and Orange  
28 County Department of Education. WRIT reviews eligibility for Wrap

1 OC, establishes the Wraparound rate per CDSS directives, and  
2 provides consultation to Wrap OC Provider Agencies in the Family  
3 Review Process.

4 1.91 Youth Partner: Wrap OC Provider Agency staff that provides  
5 consistent, reinforcing support to Participant. Youth Partner  
6 shall assist Participant(s) in learning, practicing, and  
7 exhibiting pro-social behaviors, problem solving, and appropriate  
8 coping skills; mentor youth by modeling pro-social behavior, and  
9 encourage Participants to complete their Probation requirements,  
10 as may be applicable

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