

AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

SOUTH COAST CHILDREN’S SOCIETY, INC.  
DBA SOUTH COAST COMMUNITY SERVICES

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 SOUTH COAST CHILDREN’S SOCIETY, INC. DBA SOUTH COAST COMMUNITY SERVICES, 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

1 of Social Services was approved by COUNTY on November 19, 2002, for the purpose  
2 of delivering Wraparound Services in Orange County.

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

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

1 ///

2 ///

3 TABLE OF CONTENTS

4	1. TERM .....	5
5	2. ALTERATION OF TERMS .....	5
6	3. STATUS OF CONTRACTOR .....	5
7	4. DESCRIPTION OF SERVICES AND STAFFING .....	6
8	5. LICENSES AND STANDARDS .....	6
9	6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS .....	7
10	7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE .....	9
11	8. NON-DISCRIMINATION .....	10
12	9. NOTICES .....	13
13	10. NOTICE OF DELAYS .....	14
14	11. INDEMNIFICATION .....	14
15	12. INSURANCE .....	15
16	13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS .....	20
17	14. CONFLICT OF INTEREST .....	20
18	15. ANTI-PROSELYTISM PROVISION .....	21
19	16. SUPPLANTING GOVERNMENT FUNDS .....	22
20	17. EQUIPMENT .....	22
21	18. BREACH SANCTIONS .....	23
22	19. PAYMENTS .....	24
23	20. OVERPAYMENTS .....	26
24	21. OUTSTANDING DEBT .....	27
25	22. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM .....	27
26	23. FINAL REPORT .....	27
27	24. INDEPENDENT AUDIT .....	27
28	25. RECORDS, INSPECTIONS, AND AUDITS .....	28
29	26. PERSONNEL DISCLOSURE .....	31
30	27. EMPLOYMENT ELIGIBILITY VERIFICATION .....	33
31	28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS .....	34
32	29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING .....	35
33	30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	35
34	31. CONFIDENTIALITY .....	36
35	32. SECURITY .....	37
36	33. COPYRIGHT ACCESS .....	39
37	34. WAIVER .....	39
38	35. PETTY CASH .....	39
39	36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA .....	40
40	37. REPORTS .....	41
41	38. ENERGY EFFICIENCY STANDARDS .....	41
42	39. ENVIRONMENTAL PROTECTION STANDARDS .....	41
43	40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS .....	42
44	41. POLITICAL ACTIVITY .....	43
45	42. TERMINATION PROVISIONS .....	44
46	43. GOVERNING LAW AND VENUE .....	45
47	44. SIGNATURE IN COUNTERPARTS .....	45
48	EXHIBIT A	
	1. POPULATION TO BE SERVED .....	1
	2. SERVICE STANDARDS .....	3

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

3.	MEDI-CAL CAPACITY .....	9
4.	CASELOAD STANDARDS .....	11
5.	FAMILY TEAM AND PARTICIPANT SERVICES .....	14
6.	FLEX FUND STANDARDS .....	20
7.	TRAINING .....	27
8.	REPORTING .....	33
9.	ADDITIONAL CONTRACTOR RESPONSIBILITIES .....	39
10.	FACILITIES .....	42
11.	HOURS OF OPERATION .....	42
12.	GOALS, OUTCOMES, AND STRATEGIES .....	43
13.	QUALITY ASSURANCE/QUALITY CONTROL .....	45
14.	UTILIZATION REVIEW .....	46
15.	MEETINGS .....	47
16.	INVOICING .....	47
17.	BUDGET .....	48
18.	STAFF .....	53
EXHIBIT B		
1.	DEFINITIONS .....	1

1. TERM

The term of this Agreement shall commence on July 1, 2018, and terminate on June 30, ~~2021~~2022, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Agreement may be renewed thereafter for one (1) additional one-year term upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result.~~

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein

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

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

9 4. DESCRIPTION OF SERVICES AND STAFFING

10 4.1 CONTRACTOR agrees to provide those services, facilities, equipment,  
11 and supplies, as described in the Exhibits to the Agreement between County of  
12 Orange and South Coast Children's Society, Inc. dba South Coast Community  
13 Services, for the Provision of Wraparound Orange County Direct Services, South  
14 Coast Children's Society, Inc. dba South Coast Community Services attached  
15 hereto and incorporated herein by reference: Exhibit "A" relating to Direct  
16 Services, and Exhibit "B" relating to Definitions. CONTRACTOR shall operate  
17 continuously throughout the term of this Agreement with the number and type of  
18 staff described and as required for provision of services hereunder.

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

23 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
24 staff to attend an orientation session and subsequent training sessions given  
25 by COUNTY.

26 5. LICENSES AND STANDARDS

27 5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
28 required by the laws of the United States, State of California (hereinafter

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

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

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

21 6. DELEGATION AND ASSIGNMENT/~~SUBCONTRACTS~~CHANGE OF OWNERSHIP

22 6.1 Delegation and Assignment

23 6.1.1 In the performance of this Agreement, CONTRACTOR may  
24 neither delegate its duties or obligations nor assign its rights, either in  
25 whole or in part, without the prior written consent of COUNTY. Any attempted  
26 delegation or assignment without prior written consent shall be void. The  
27 transfer of assets in excess of ten percent (10%) of the total assets of  
28 CONTRACTOR, or any change in the corporate structure, the governing body, or

1 the management of CONTRACTOR, which occurs as a result of such transfer, shall  
2 be deemed an assignment of benefits under the terms of this Agreement requiring  
3 COUNTY approval.

4 ~~6.1.1~~ 6.1.2 COUNTY reserves the right to immediately terminate the  
5 Agreement in the event COUNTY determines that the assignee is not qualified or  
6 otherwise acceptable to COUNTY for the provision of services under the  
7 Agreement.

8 6.2 ~~Subcontracts~~ Change of Ownership

9 6.2.1 ~~CONTRACTOR shall not subcontract for services under this~~  
10 ~~Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR~~  
11 ~~consents in writing to a subcontract, in no event shall the subcontract alter,~~  
12 ~~in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts~~  
13 ~~must be in writing and copies of same shall be provided to ADMINISTRATOR.~~  
14 ~~CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may~~  
15 ~~require.~~ CONTRACTOR agrees that if there is a change or transfer in ownership of  
16 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees  
17 to an assignment of the Agreement, the new owners shall be required, under the  
18 terms of sale or other instruments of transfer, to assume CONTRACTOR's duties  
19 and obligations contained in this Agreement and complete them to the  
20 satisfaction of COUNTY.

21 ~~6.2.2~~ Subcontracts of \$50,000 or less

22 ~~CONTRACTOR shall develop a standard form Purchase Order,~~  
23 ~~subject to prior written approval of ADMINISTRATOR, to be utilized for the~~  
24 ~~purchase of services by CONTRACTOR when the cumulative total cost of the services~~  
25 ~~to be provided by any organization is anticipated to be fifty thousand dollars~~  
26 ~~(\$50,000) or less during the term of this Agreement. The basis for costs~~  
27 ~~incurred by any such Purchase Order(s) shall be the actual cost of providing~~  
28 ~~services or the usual and customary charges established by the organization(s)~~



1 ~~providing the services.~~

2 ~~6.2.3 Subcontracts in excess of \$50,000~~

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

14 ~~Upon ADMINISTRATOR's approval of CONTRACTOR's proposed~~  
15 ~~procurement system, CONTRACTOR shall comply with such procurement system in~~  
16 ~~obtaining subcontracts with a total cost in excess of fifty thousand dollars~~  
17 ~~(\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall~~  
18 ~~obtain ADMINISTRATOR's written consent prior to entering into a subcontract~~  
19 ~~with any organization when the total cumulative cost of services to be provided~~  
20 ~~by that organization is anticipated to exceed fifty thousand dollars (\$50,000)~~  
21 ~~during the term of this Agreement.~~

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

28 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

1           7.1   Form of Business Organization

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

6           7.1.1   The form of CONTRACTOR's business organization, i.e.,  
7 proprietorship, partnership, corporation, etc.

8           7.1.2   A detailed statement indicating the relationship of  
9 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
10 individual.

11          7.1.3   A detailed statement indicating the relationship of  
12 CONTRACTOR to any subsidiary business organization or to any individual who may  
13 be providing services, supplies, material, or equipment to CONTRACTOR or in any  
14 manner does business with CONTRACTOR under this Agreement.

15          7.2   Change in Form of Business Organization

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

23          8.    NON-DISCRIMINATION

24          8.1   In the performance of this Agreement, CONTRACTOR agrees that it  
25 shall not engage nor employ any unlawful discriminatory practices in the  
26 admission of clients, provision of services or benefits, assignment of  
27 accommodations, treatment, evaluation, employment of personnel, or in any other  
28 respect, on the basis of race, religious creed, color, national origin,

1 ancestry, physical disability, mental disability, medical condition, genetic  
2 information, marital status, sex, gender, gender identity, gender expression,  
3 age, sexual orientation, military and veteran status, or any other protected  
4 group, in accordance with the requirements of all applicable federal or State  
5 laws.

6 8.2 CONTRACTOR shall furnish any and all information requested by  
7 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
8 books, records, and accounts in order to ascertain CONTRACTOR's compliance with  
9 Paragraph 8 et seq.

10 ///

11 8.3 Non-Discrimination in Employment

12 8.3.1 CONTRACTOR shall comply with Executive Order 11246,  
13 entitled "Equal Employment Opportunity," as amended by Executive Order 11375  
14 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

15 8.3.2 All solicitations or advertisements for employees placed  
16 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
17 receive consideration for employment without regard to race, religious creed,  
18 color, national origin, ancestry, physical disability, mental disability,  
19 medical condition, genetic information, marital status, sex, gender, gender  
20 identity, gender expression, age, sexual orientation, military and veteran  
21 status, or any other protected group, in accordance with the requirements of  
22 all applicable federal or State laws. Notices describing the provisions of the  
23 equal opportunity clause shall be posted in a conspicuous place for employees  
24 and job applicants.

25 8.3.3 CONTRACTOR shall refer any and all employees desirous of  
26 filing a formal discrimination complaint to:

27 California Department of Social Services

28 Public Inquiry and Response Bureau

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

2 Sacramento, CA 95814

3 Telephone: (800) 952-5253

4 (800) 952-8349 (For the hard of hearing)

5 8.4 Non-Discrimination in Service Delivery

6 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil  
7 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,  
8 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act  
9 of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the  
10 Americans with Disabilities Act of 1990, as amended; California Civil Code  
11 Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-  
12 11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450;  
13 Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
14 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808  
15 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other  
16 applicable federal and State laws, as well as their implementing regulations  
17 (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28  
18 CFR Part 42), and any other law pertaining to Equal Employment Opportunity,  
19 Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
20 amended. CONTRACTOR shall not implement any administrative methods or  
21 procedures which would have a discriminatory effect or which would violate the  
22 California Department of Social Services (CDSS) Manual of Policies and  
23 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of  
24 this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other  
25 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-  
26 11139.5, or any other laws, or the issue may be referred to the appropriate  
27 federal agency for further compliance action and enforcement of Subparagraph  
28 8.4 et seq.

1                   8.4.2    CONTRACTOR shall provide any and all clients desirous of  
2 filing a formal complaint any and all information as appropriate:

3                   8.4.2.1    Pamphlet: “Your Rights Under California  
4 Welfare Programs” (PUB 13)

5                   8.4.2.2    Discrimination Complaint Form

6                   8.4.2.3    Civil Rights Contacts:

7                               County Civil Rights Contact:

8                               Orange County Social Services Agency  
9                               Program Integrity

10                              Attn: Civil Rights Coordinator

11                              P.O. Box 22001

12                              Santa Ana, CA 92702-2001

13                              Telephone: (714) 438-8877

14                              State Civil Rights Contact:

15                              California Department of Social Services  
16                              Civil Rights Bureau

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

18                              Sacramento, CA 94244-2430

19                              Federal Civil Rights Contact:

20                              U.S. Department of Health and Human Services  
21                              Office of Civil Rights

22                              50 U.N. Plaza, Room 322

23                              San Francisco, CA 94102

24    9.    NOTICES

25                   9.1    All notices, requests, claims, correspondence, reports, statements  
26 authorized or required by this Agreement, and/or other communications shall be  
27 addressed as follows:

28                   COUNTY:       County of Orange Social Services Agency

1 Contracts and Procurement Services  
2 500 N. State College Blvd, Suite #100  
3 Orange, CA 92868  
4

5 CONTRACTOR: South Coast Children's Society, Inc.  
6 dba South Coast Community Services  
7 27261 Las Ramblas, Suite 220  
8 Mission Viejo, CA 92691

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

16 10. NOTICE OF DELAYS

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

22 11. INDEMNIFICATION

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

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

8 12. INSURANCE

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

18 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
19 behalf of CONTRACTOR pursuant to this Agreement shall be covered under  
20 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject  
21 to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR  
22 shall not allow subcontractors to work if subcontractors have less than the  
23 level of coverage required by COUNTY from CONTRACTOR under this Agreement. It  
24 is the obligation of CONTRACTOR to provide notice of the insurance requirements  
25 to every subcontractor and to receive proof of insurance prior to allowing any  
26 subcontractor to begin work. Such proof of insurance must be maintained by  
27 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY  
28 representative(s) at any reasonable time.

1           12.3 All self-insured retentions (SIRs) shall be clearly stated on the  
2 Certificate of Insurance. Any SIR in an amount in excess of fifty thousand  
3 dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager,  
4 or designee, upon review of CONTRACTOR's current audited financial report. If  
5 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation  
6 of, any other indemnity provision(s) in the Agreement, agrees to all of the  
7 following:

8           12.3.1 In addition to the duty to indemnify and hold COUNTY  
9 harmless against any and all liability, claim, demand or suit resulting from  
10 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this  
11 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with  
12 counsel approved by Board of Supervisors against same; and

13           12.3.2 CONTRACTOR's duty to defend, as stated above, shall be  
14 absolute and irrespective of any duty to indemnify or hold harmless; and

15           12.3.3 The provisions of California Civil Code Section 2860 shall  
16 apply to any and all actions to which the duty to defend stated above applies,  
17 and CONTRACTOR'S SIR provisions shall be interpreted as though CONTRACTOR was  
18 an insurer and COUNTY was the insured.

19           12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
20 the full term of this Agreement, COUNTY may terminate this Agreement.

21           12.5 Qualified Insurer

22           12.5.1 The policy or policies of insurance required herein must  
23 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating)  
24 and VIII (Financial Size Category as determined by the most current edition of  
25 the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It  
26 is preferred, but not mandatory, that the insurer be licensed to do business in  
27 the state of California (California Admitted Carrier).

28           12.6 If the insurance carrier does not have an A.M. Best Rating of A-



1 /VIII, the CEO/Office of Risk Management retains the right to approve or reject  
2 a carrier after a review of the company's performance and financial rating.

3 12.7 The policy or policies of insurance maintained by CONTRACTOR shall  
4 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
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21 12.8 Required Coverage Forms

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

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

28 12.9 Required Endorsements

1           12.9.1 Commercial General Liability policy shall contain the  
2 following endorsements, which shall accompany the Certificate of Insurance:

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

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

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

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

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

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

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

1 appointment or employment.

2 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days  
3 of any policy cancellation and ten (10) days for non-payment of premium and  
4 provide a copy of the cancellation notice to COUNTY. Failure to provide written  
5 notice of cancellation may constitute a material breach of the contract, upon  
6 which the COUNTY may suspend or terminate this Agreement.

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

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

14 12.15 Insurance certificates should be mailed to COUNTY at the address  
15 indicated in Paragraph 9 of this Agreement.

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

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

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

1           12.19 The procuring of such required policy or policies of insurance shall  
2 not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the  
3 indemnification provisions and requirements of this Agreement, nor act in any  
4 way to reduce the policy coverage and limits available from the insurer.

5           13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

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

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

17           13.3 Any third party claim or lawsuit filed against CONTRACTOR arising  
18 from or relating to services performed by CONTRACTOR under this Agreement.

19           13.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
20 property.

21           13.5 Any loss, disappearance, destruction, misuse or theft of any kind  
22 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR  
23 under the term of this Agreement.

24           ~~13.5~~ 13.6 Any Notice of Contract Breach, or equivalent, received from  
25 any entity for whom CONTRACTOR is providing the same or similar services, under  
26 a written agreement, regardless of service location or jurisdiction.

27           14. CONFLICT OF INTEREST

28           14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent

1 any actions or conditions that could result in a conflict with COUNTY interests.  
2 In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's  
3 employees, agents, and subcontractors associated with the provision of goods  
4 and services provided under this Agreement. The CONTRACTOR's efforts shall  
5 include, but not be limited to, establishing rules and procedures preventing  
6 its employees, agents, and subcontractors from providing or offering gifts,  
7 entertainment, payments, loans, or other considerations which could be deemed  
8 to influence or appear to influence COUNTY staff or elected officers in the  
9 performance of their duties.

10 14.2 CONTRACTOR shall notify COUNTY, in writing, of any potential  
11 conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or  
12 during the period of, Agreement performance. While CONTRACTOR will be required  
13 to provide this information without prompting from COUNTY any time there is a  
14 change regarding conflict of interest, CONTRACTOR must also provide an update  
15 to COUNTY whenever requested by COUNTY.

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

25 15. ANTI-PROSELYTISM PROVISION

26 No funds provided directly to institutions or organizations to provide  
27 services and administer programs under Title 42 United States Code (USC) Section  
28 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or

1 proselytization, except as otherwise permitted by law.

2 16. SUPPLANTING GOVERNMENT FUNDS

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

12 17. EQUIPMENT

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

22 CONTRACTOR further agrees to the following:

23 17.1.1 To maintain all items of Capital Equipment in good working  
24 order and condition, normal wear and tear excepted.

25 17.1.2 To label all items of Capital Equipment, do periodic  
26 inventories as required by ADMINISTRATOR, and to maintain an inventory list  
27 showing where and how the Capital Equipment is being used, in accordance with  
28 procedures developed by ADMINISTRATOR. All such lists shall be submitted to

1 ADMINISTRATOR within ten (10) days of any request therefore.

2 17.1.3 To report in writing to ADMINISTRATOR immediately after  
3 discovery, the loss or theft of any items of Capital Equipment. For stolen  
4 items, the local law enforcement agency must be contacted and a copy of the  
5 police report submitted to ADMINISTRATOR.

6 17.1.4 To purchase a policy or policies of insurance covering  
7 loss or damage to any and all Capital Equipment purchased under this Agreement,  
8 in the amount of the full replacement value thereof, providing protection  
9 against the classification of fire, extended coverage, vandalism, malicious  
10 mischief, and special extended perils (all risks) covering the parties'  
11 interests as they appear.

12 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
13 requested in writing, shall require the prior written approval of ADMINISTRATOR,  
14 and shall fulfill the provisions of this Agreement which are appropriate and  
15 directly related to CONTRACTOR's service or activity under the terms of this  
16 Agreement. COUNTY may refuse reimbursement for any costs resulting from Capital  
17 Equipment purchased which are incurred by CONTRACTOR, if prior written approval  
18 has not been obtained from ADMINISTRATOR.

19 17.3 Personal Computer Equipment

20 No personal computers and/or personal electronic devices, such as  
21 tablets and laptop computers, or any component thereof, may be purchased with  
22 funds provided under this Agreement regardless of purchase price, without prior  
23 written approval of ADMINISTRATOR. Any such purchase shall be in accordance  
24 with specifications provided by ADMINISTRATOR, be subject to the same inventory  
25 control conditions specified in Subparagraphs 17.1.1 to 17.1.4, and, at the  
26 sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination  
27 of this Agreement.

28 18. BREACH SANCTIONS

1 18.1 Failure by CONTRACTOR to comply with any of the provisions,  
2 covenants, or conditions of this Agreement shall be a material breach of this  
3 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate  
4 termination and any other remedies available at law, in equity, or otherwise  
5 specified in this Agreement:

6 18.1.1 Afford CONTRACTOR a time period within which to cure the  
7 breach, which period shall be established by ADMINISTRATOR; and/or

8 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the  
9 period in which CONTRACTOR is in breach, which reimbursement shall not be  
10 entitled to later recovery; and/or

11 18.1.3 Offset against any monies billed by CONTRACTOR but yet  
12 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

13 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
14 pursuant to this Paragraph, which notice shall be deemed served on the date of  
15 mailing.

16 19. PAYMENTS

17 19.1 Maximum Contractual Obligation

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

22 19.1.1 \$3,250,000 for July 1, 2018 through June 30, 2019;

23 19.1.2 \$3,250,000 for July 1, 2019 through June 30, 2020; ~~and~~

24 19.1.3 \$3,250,000 for July 1, 2020 through June 30, 2021; ~~and-~~

25 ~~19.1.3~~ 19.1.4 \$3,250,000 for July 1, 2021 through June 30, 2022.

26 19.2 Allowable Costs

27 During the term of this Agreement, COUNTY shall pay CONTRACTOR  
28 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR



1 pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved  
2 by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
3 for anticipated allowable costs that will be incurred by CONTRACTOR for June  
4 2019, 2020, ~~and 2021~~, and 2022, during the month of such anticipated expenditure.

### 5 19.3 Claims

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

15 19.3.2 All claims must be submitted on a form approved by  
16 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source  
17 documents with the monthly claim, including, inter alia, a monthly statement of  
18 services, general ledgers, supporting journals, time sheets, invoices, canceled  
19 checks, receipts, and receiving records, some of which may be required to be  
20 copied. Source documents that CONTRACTOR must submit shall be determined by  
21 ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all  
22 financial records in accordance with Paragraph 25 of this Agreement.

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

### 26 19.3.4 Year End and Final Claims

27 19.3.4.1 CONTRACTOR shall submit a final claim for each  
28 COUNTY fiscal year, July 1 through June 30, covered under the term of this

1 Agreement, as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each  
 2 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
 3 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
 4 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim  
 5 per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

6 19.3.4.2 The basis for final settlement shall be the  
 7 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred  
 8 and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the  
 9 maximum obligation of COUNTY. In the event that any overpayment has been made,  
 10 COUNTY may offset the amount of the overpayment against the final payment. In  
 11 the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY  
 12 all such sums within five (5) business days of notice from COUNTY. Nothing  
 13 herein shall be construed as limiting the remedies of COUNTY in the event an  
 14 overpayment has been made.

15 ~~19.3.5 — Seventy Five Percent Authorization Notification~~

16 ~~19.3.5.1 — CONTRACTOR shall maintain a system of record~~  
 17 ~~keeping that will allow CONTRACTOR to determine when it has incurred seventy-~~  
 18 ~~five percent (75%) of the total contract authorizations under this Agreement.~~  
 19 ~~Upon occurrence of this event, CONTRACTOR shall send written notification to~~  
 20 ~~ADMINISTRATOR.~~

21 20. OVERPAYMENTS

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

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

7 21. OUTSTANDING DEBT

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

11 22. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

12 COUNTY will maximize the use of Early and Periodic Screening Diagnosis  
13 and Treatment Program (EPSDT) funding when children and families are determined  
14 to have an eligible condition. COUNTY will provide training for CONTRACTOR on  
15 EPSDT charting requirements and will facilitate the processing of EPSDT funding  
16 claims. CONTRACTOR shall comply with these requirements for EPSDT eligible  
17 children and their families and shall facilitate the processing of EPSDT funding  
18 claims. CONTRACTOR understands that in order to participate in this funding  
19 opportunity, agreements with both ADMINISTRATOR and County of Orange Health  
20 Care Agency shall be required.

21 23. FINAL REPORT

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

28 24. INDEPENDENT AUDIT

1           24.1 CONTRACTOR shall employ a licensed certified public accountant who  
2 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
3 related expenditures during the term of this Agreement in compliance with the  
4 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part  
5 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements  
6 for Federal Awards. If CONTRACTOR is not subject to the aforementioned  
7 regulations for any year covered during the term of this Agreement, CONTRACTOR  
8 shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's  
9 financial statements. The audit must be performed in accordance with generally  
10 accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY,  
11 State, and/or federal agencies to ensure that corrective action is taken within  
12 six (6) months after issuance of all audit reports with regard to audit  
13 exceptions.

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

23       25. RECORDS, INSPECTIONS, AND AUDITS

24           25.1 Financial Records

25           25.1.1 CONTRACTOR shall prepare and maintain accurate and  
26 complete financial records. Financial records shall be retained by CONTRACTOR  
27 for a minimum of five (5) years from the date of final payment under this  
28 Agreement, or until all pending COUNTY, State, and federal audits are completed,

1           whichever is later.

2                     25.1.2 CONTRACTOR shall establish and maintain reasonable  
3 accounting, internal control, and financial reporting standards in conformity  
4 with generally accepted accounting principles established by the American  
5 Institute of Certified Public Accountants and to the satisfaction of  
6 ADMINISTRATOR.

7                     25.2 Client Records

8                     25.2.1 CONTRACTOR shall prepare and maintain accurate and  
9 complete records of clients served and dates and type of services provided under  
10 the terms of this Agreement in a form acceptable to ADMINISTRATOR.

11                    25.2.2 CONTRACTOR shall keep all COUNTY data provided to  
12 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years  
13 from the date of final payment under this Agreement, or until all pending  
14 COUNTY, State, and federal audits are completed, whichever is later. These  
15 records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY  
16 provides written approval for the right to store the records in another county.  
17 Notwithstanding anything to the contrary, upon termination of this Agreement,  
18 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
19 accordance with Subparagraph 42.2.

20                    25.2.3 COUNTY may refuse payment for a claim if client records  
21 are determined by COUNTY to be incomplete or inaccurate. In the event client  
22 records are determined to be incomplete or inaccurate after payment has been  
23 made, COUNTY may treat such payment as an overpayment within the provisions of  
24 this Agreement.

25                    25.3 Public Records

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

1 COUNTY will not be liable for any such disclosure.

2 25.4 Inspections and Audits

3 25.4.1 The U.S. Department of Health and Human Services,  
4 Comptroller General of the United States, Director of CDSS, State Auditor-  
5 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
6 Department, or any of their authorized representatives, shall have access to  
7 any books, documents, papers, and records, including medical records, of  
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement.  
9 Further, all the above mentioned persons have the right at all reasonable times  
10 to inspect or otherwise evaluate the work performed or being performed under  
11 this Agreement and the premises in which it is being performed.

12 25.4.2 CONTRACTOR shall make its books and records available  
13 within the borders of Orange County within ten (10) days of receipt of written  
14 demand by ADMINISTRATOR.

15 25.4.3 In the event CONTRACTOR does not make available its books  
16 and financial records within the borders of Orange County, CONTRACTOR agrees to  
17 pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
18 designee, necessary to obtain CONTRACTOR's books and records.

19 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
20 liability to the State or Federal Government or any agency thereof resulting  
21 from any disallowances or other audit exceptions to the extent that such  
22 liability is attributable to CONTRACTOR's failure to perform under this  
23 Agreement.

24 25.5 Evaluation Studies

25 25.5.1 CONTRACTOR shall participate, as requested by COUNTY, in  
26 research and/or evaluative studies designed to show the effectiveness and/or  
27 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
28 project.

1           26.    PERSONNEL DISCLOSURE

2           26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
3 all personnel providing services hereunder, including résumés and job  
4 applications. Changes to the list will be immediately provided to  
5 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application.  
6 The list shall include:

7                   26.1.1 Names and dates of birth of all full or part-time personnel  
8 by title, including volunteer personnel, whose direct services are required to  
9 provide the programs described herein;

10                   26.1.2 A brief description of the functions of each position and  
11 the hours each person works each week, or for part-time personnel, each day or  
12 month, as appropriate;

13                   26.1.3 The professional degree, if applicable, and experience  
14 required for each position; and

15                   26.1.4 The language skill, if applicable, for all personnel.

16           26.2 CONTRACTOR shall conduct initial or pre-hire background checks on  
17 all Wraparound Orange County Direct Services staff. CONTRACTOR shall conduct  
18 all of the following:

19                   26.2.1 Health, including tuberculosis, and drug screening for new  
20 hires.

21                   26.2.2 Department of Motor Vehicle (DMV) clearance.

22                   26.2.3 Professional License and insurance status (as applicable)  
23 for new hires and at license renewal.

24                   26.2.4 Sanction screenings, twice a year (Office of Inspector  
25 General exclusion list, System for Award Management [SAM] and Medi-Cal  
26 exclusions).

27           26.3 Where authorized by law, and in a manner consistent with California  
28 Government Code §12952, CONTRACTOR shall require prospective employees to

1 provide detailed information regarding the conviction of a crime by any court  
2 for offenses other than minor traffic offenses. Information discovered  
3 subsequent to the hiring or promotion of any prospective employee shall be cause  
4 for termination from the performance of services under this Agreement.

5 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
6 COUNTY, a clearance on the following public websites of the names and dates of  
7 birth for all employees and/or volunteers who will have direct, interactive  
8 contact with clients served through this Agreement: U.S. Department of Justice  
9 (DOJ) National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
10 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

11 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
12 COUNTY, a criminal record background check on all employees (direct service and  
13 administrative) funded through this Agreement and also all non-funded staff  
14 (e.g., volunteers, in-kind staff, etc.) who will have direct, interactive  
15 contact with clients served through this Agreement. Background checks conducted  
16 through the California Department of Justice shall include a check of the  
17 California Central Child Abuse Index, when applicable. Candidates will satisfy  
18 background checks consistent with this Paragraph and their performance of  
19 services under this Agreement.

20 26.6 CONTRACTOR shall ensure that clearances and background checks  
21 described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's  
22 personnel providing services under this Agreement.

23 26.7 In the event a record is revealed through the processes described  
24 in Subparagraphs 26.2, 26.4, and 26.5, COUNTY will be available to consult with  
25 CONTRACTOR on appropriateness of personnel providing services through this  
26 Agreement.

27 26.8 CONTRACTOR warrants that all persons employed or otherwise assigned  
28 by CONTRACTOR to provide services under this Agreement have satisfactory past



1 work records and/or reference checks indicating their ability to perform the  
2 required duties and accept the kind of responsibility anticipated under this  
3 Agreement. CONTRACTOR shall maintain records of background investigations and  
4 reference checks undertaken and coordinated by CONTRACTOR for each employee  
5 and/or volunteer assigned to provide services under this Agreement, for a  
6 minimum of five (5) years from the date of final payment under this Agreement,  
7 or until all pending COUNTY, State, and federal audits are completed, whichever  
8 is later, in compliance with all applicable laws.

9 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
10 arrest and/or subsequent conviction, for offenses, other than minor traffic  
11 offenses, of any paid employee and/or volunteer staff performing services under  
12 this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR  
13 may determine whether such employee and/or volunteer may continue to provide  
14 services under this Agreement and shall provide notice of such determination to  
15 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
16 decision shall be deemed a material breach of this Agreement, pursuant to  
17 Paragraph 18 above.

18 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
19 staff performing work hereunder, and any proposed changes in CONTRACTOR's staff.

20 26.11 COUNTY shall have the right to require CONTRACTOR to remove any  
21 employee from the performance of services under this Agreement. At the request  
22 of COUNTY, CONTRACTOR shall immediately replace said personnel.

23 26.12 CONTRACTOR shall notify COUNTY immediately when staff is terminated  
24 for cause from working on this Agreement.

25 26.13 Disqualification, if any, of CONTRACTOR staff, pursuant to Paragraph  
26 26, shall not relieve CONTRACTOR of its obligation to complete all work in  
27 accordance with the terms and conditions of this Agreement.

28 27. EMPLOYMENT ELIGIBILITY VERIFICATION

1           As applicable, CONTRACTOR warrants that it fully complies with all federal  
2 and State statutes and regulations regarding the employment of aliens and  
3 others, and that all its employees performing work under this Agreement meet  
4 the citizenship or alien status requirement set forth in federal statutes and  
5 regulations. CONTRACTOR shall obtain, from all employees performing work  
6 hereunder, all verification and other documentation of employment eligibility  
7 status required by federal or State statutes and regulations including, but not  
8 limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section  
9 1324 et seq., as they currently exist and as they may be hereafter amended.  
10 CONTRACTOR shall retain all such documentation for all covered employees for  
11 the period prescribed by the law. CONTRACTOR shall indemnify, defend with  
12 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its  
13 agents, officers and employees from employer sanctions and any other liability  
14 which may be assessed against CONTRACTOR or COUNTY or both in connection with  
15 any alleged violation of any federal or State statutes or regulations pertaining  
16 to the eligibility for employment of any persons performing work under this  
17 Agreement.

18       28.   ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

19           28.1 CONTRACTOR certifies it is in full compliance with all applicable  
20 federal and State reporting requirements regarding its employees and with all  
21 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments  
22 and will continue to be in compliance throughout the term of the Agreement with  
23 the County of Orange. Failure to comply shall constitute a material breach of  
24 the Agreement and failure to cure such breach within sixty (60) calendar days  
25 of notice from the COUNTY shall constitute grounds for termination of the  
26 Agreement.

27           28.2 In the case of an individual contractor or contractor doing business  
28 in a form other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR

1 within thirty (30) days of the award of this Agreement:

2 28.2.1 His/her name, date of birth, Social Security Number, and  
3 residence address; or

4 28.2.2 In the case of a contractor doing business in a form other  
5 than as an individual, the name, date of birth, Social Security Number, and  
6 residence address of each individual who owns an interest of ten percent (10%)  
7 or more in the contracting entity.

8 28.3 It is expressly understood that this data will be transmitted to  
9 governmental agencies charged with the establishment and enforcement of child  
10 support orders, and for no other purpose.

11 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

1 shall be posted in all reception areas where clients are served.

2 ///

3 31. CONFIDENTIALITY

4 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
5 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
6 and all other provisions of law, and regulations promulgated thereunder relating  
7 to privacy and confidentiality, as each may now exist or be hereafter amended.

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

17 31.3 CONTRACTOR shall inform all of its employees, agents,  
18 subcontractors, and all other individuals performing services under this  
19 Agreement of this provision and that any person violating the provisions of  
20 said California state law may be guilty of a crime.

21 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
22 be subject to the confidentiality requirements of this Agreement.

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

27 31.5.1 No access, disclosure, or release of information regarding  
28 a child who is the subject of Juvenile Court proceedings shall be permitted

1 except as authorized. If authorization is in doubt, no such information shall  
2 be released without the written approval of a Judge of the Juvenile Court.

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

8 32. SECURITY

9 32.1 Security Requirements

10 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all  
11 COUNTY and COUNTY-related records and information pursuant to all statutory  
12 laws relating to privacy and confidentiality that currently exists or exists at  
13 any time during the term of this Agreement. CONTRACTOR represents and warrants  
14 that it has implemented and will maintain during the term of this Agreement  
15 administrative, physical, and technical safeguards to reasonably protect private  
16 and confidential client information, to protect against anticipated threats to  
17 the security or integrity of COUNTY data, and to protect against unauthorized  
18 physical or electronic access to or use of COUNTY data. Such safeguards and  
19 controls shall include at a minimum:

20 32.1.1.1 Storage of confidential paper files that  
21 ensures records are secured, handled, transported, and destroyed in a manner  
22 that prevents unauthorized access.

23 32.1.1.2 Control of access to physical and electronic  
24 records to ensure COUNTY data is accessed only by individuals with a need to  
25 know for the delivery of contract services.

26 32.1.1.3 Control to prevent unauthorized access and to  
27 prevent CONTRACTOR employees from providing COUNTY data to unauthorized  
28 individuals.

1 32.1.1.4 Firewall protection.

2 32.1.1.5 Use of encryption methods of electronic COUNTY  
3 data while in transit from CONTRACTOR networks to external networks, when  
4 applicable.

5 32.1.1.6 Measures to securely store all COUNTY data,  
6 including, but not be limited to, encryption at rest and multiple levels of  
7 authentication and measures to ensure COUNTY data shall not be altered or  
8 corrupted without COUNTY's prior written consent. CONTRACTOR further represents  
9 and warrants that it has implemented and will maintain during the term of this  
10 Agreement administrative, technical, and physical safeguards and controls  
11 consistent with State and federal security requirements.

12 32.2 Security Breach Notification

13 32.2.1 CONTRACTOR shall have policies and procedures in place for  
14 the effective management of Security Breaches, as defined below. In the event  
15 of any actual, attempted, suspected, threatened, or reasonably foreseeable  
16 circumstance CONTRACTOR experiences or learns of that either compromises or  
17 could reasonably be expected to comprise COUNTY data through unauthorized use,  
18 disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall  
19 immediately notify COUNTY of its discovery. After such notification, CONTRACTOR  
20 shall, at its own expense, immediately:

21 32.2.1.1 Investigate to determine the nature and extent  
22 of the Security Breach.

23 32.2.1.2 Contain the incident by taking necessary  
24 action, including, but not limited to, attempting to recover records, revoking  
25 access, and/or correcting weaknesses in security.

26 32.2.1.3 Report to COUNTY the nature of the Security  
27 Breach, the COUNTY data used or disclosed, the person who made the unauthorized  
28 use or received the unauthorized disclosure, what CONTRACTOR has done or will

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

4 32.2.2 The COUNTY, at its sole discretion and on a case-by-case  
5 basis, will determine what actions are necessary in response to the Security  
6 Breach and who will perform these actions. Actions may include, but are not  
7 limited to: notifications; investigation and remediation costs, including  
8 notification of all whose personal information was disclosed; outside  
9 investigation; forensics; counsel; crisis management; and credit monitoring.  
10 In the event COUNTY determines CONTRACTOR will conduct additional action(s),  
11 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional  
12 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR  
13 shall reimburse COUNTY for costs associated to legally required actions.

14 33. COPYRIGHT ACCESS

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

19 34. WAIVER

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

27 ///

28 35. PETTY CASH

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

3 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

4 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.  
5 The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose,  
6 including commercial advertisement, promotional purposes, announcements,  
7 displays, or press releases, without COUNTY's prior written consent is expressly  
8 prohibited.

9 36.2 CONTRACTOR may develop and publish information related to this  
10 Agreement where all of the following conditions are satisfied:

11 36.2.1 ADMINISTRATOR provides its written approval of the content  
12 and publication of the information at least thirty (30) days prior to CONTRACTOR  
13 publishing the information, unless a different timeframe for approval is agreed  
14 upon by the ADMINISTRATOR;

15 36.2.2 Unless directed otherwise by ADMINISTRATOR, the  
16 information includes a statement that the program, wholly or in part, is funded  
17 through County, State, and Federal Government funds;

18 36.2.3 The information does not give the appearance that the  
19 COUNTY, its officers, employees, or agencies endorse:

20 36.2.3.1 Any commercial product or service; and,

21 36.2.3.2 Any product or service provided by CONTRACTOR,  
22 unless approved in writing by ADMINISTRATOR; and

23 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter,  
24 YouTube, or other publicly available social media sites) to publish information  
25 related to this Agreement, CONTRACTOR shall develop social media policies and  
26 procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply  
27 with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
28 media developed in support of the services described within this Agreement. The



1 policy is available on the Internet at  
2 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

3 37. REPORTS

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

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

12 38. ENERGY EFFICIENCY STANDARDS

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

16 39. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

1 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 ~~Title 31 USC~~ Section 1352, Title 31, U.S. Code and the  
 6 ~~guidelines with respect to those provisions set down by the OMB and published~~  
 7 ~~in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-~~  
 8 ~~52332.~~ Under these laws and regulations, it is mutually understood that any  
 9 contract which utilizes federal monies in excess of \$100,000 must contain, and  
 10 CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR  
 11 that includes the text below in Subparagraphs 40.1.1 - 40.1.1.4 ~~cites the~~  
 12 ~~following:~~

13 40.1.1 The undersigned certifies to the best of his or her  
 14 knowledge and belief that: ~~The definitions and prohibitions contained in the~~  
 15 ~~clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to~~  
 16 ~~Influence Certain Federal Transactions, included in this solicitation, are~~  
 17 ~~hereby incorporated by reference in Subparagraph B of this certification.~~

18 ~~40.1.2 The offeror, by signing its offer, hereby certifies to the~~  
 19 ~~best of his or her knowledge and belief as of December 23, 1989, that~~

20 ~~40.1.2.1~~ 40.1.1.1 No federal appropriated funds have  
 21 been paid or will be paid, by or on behalf of the undersigned, to any person  
 22 for influencing or attempting to influence an officer or employee of any agency,  
 23 a Member of Congress, an officer or employee of Congress, or an employee of a  
 24 Member of Congress ~~on his or her behalf~~ in connection with the awarding of any  
 25 federal contract, the making of any federal grant, the making of any federal  
 26 loan, the entering into of any cooperative agreement, and the extension,  
 27 continuation, renewal, amendment, or modification of any federal contract,  
 28 grant, loan or cooperative agreement;

1 ~~40.1.2.2~~40.1.1.2 If any funds other than federal  
 2 appropriated funds ~~(including profit or fee received under a covered federal~~  
 3 ~~transaction)~~ have been paid, or will be paid, to any person for influencing or  
 4 attempting to influence an officer or employee of any agency, a Member of  
 5 Congress, an officer or employee of Congress, or an employee of a Member of  
 6 Congress ~~on his or her behalf~~ in connection with this ~~solicitation~~Agreement,  
 7 grant, loan, or cooperative agreement, the ~~offeror~~undersigned shall complete  
 8 and submit ~~with its offer, OMB standard form~~Standard Form LLL, "Disclosure of  
 9 Form to Report Lobbying," ~~Activities, to the Contracting Officer~~ in accordance  
 10 with its instructions.; and

11 ~~40.1.2.3~~40.1.1.3 The undersigned shall require that  
 12 the language of this certification be included in the award documents for all  
 13 subawards at all tiers (including subcontracts, subgrants, and contracts under  
 14 grants loans and cooperative agreements) and that subrecipients ~~He or she will~~  
 15 ~~include the language of this certification in all subcontract awards at any~~  
 16 ~~tier and require that all recipients of subcontract awards in excess of \$100,000~~  
 17 shall certify and disclose accordingly.

18 ~~40.1.2.4~~40.1.1.4 This certification is a material  
 19 representation of fact upon which reliance was placed when this transaction was  
 20 made or entered into. Submission of this certification ~~and disclosure~~ is a  
 21 prerequisite for making or entering into this ~~Agreement~~transaction imposed by  
 22 Section 1352, Title 31, USC U.S. Code. Any person who ~~makes an expenditure~~  
 23 ~~prohibited under this provision or who~~ fails to file ~~or amend the disclosure~~  
 24 ~~form to be filed or amended by this provision,~~ the required certification shall  
 25 be subject to a civil penalty of not less than \$10,000, and not more than  
 26 \$100,000, for each such failure.

#### 27 41. POLITICAL ACTIVITY

28 CONTRACTOR agrees that the funds provided herein shall not be used to

1 promote, directly or indirectly, any political party, political candidate, or  
2 political activity, except as permitted by law.

3 42. TERMINATION PROVISIONS

4 42.1 ADMINISTRATOR may terminate this Agreement without penalty,  
5 immediately with cause or after thirty (30) days written notice without cause,  
6 unless otherwise specified. Notice shall be deemed served on the date of  
7 mailing. Cause shall include, but not be limited, to any breach of contract,  
8 any partial misrepresentation whether negligent or willful, fraud on the part  
9 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's  
10 reasonable control, and repeated or continued violations of COUNTY ordinances  
11 unrelated to performance under this Agreement that, in the reasonable opinion  
12 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and  
13 regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement  
14 shall relieve COUNTY of all further obligations under this Agreement.

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

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

1           42.4 The obligations of COUNTY under this Agreement are contingent upon  
2 the availability of federal and/or State funds, as applicable, for the  
3 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
4 for the services hereunder in the budget approved by the Orange County Board of  
5 Supervisors each fiscal year this Agreement remains in effect or operation. In  
6 the event that such funding is terminated or reduced, ADMINISTRATOR may  
7 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
8 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
9 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
10 notification of such determination. CONTRACTOR shall immediately comply with  
11 ADMINISTRATOR's decision.

12           42.5 If any term, covenant, condition, or provision of this Agreement or  
13 the application thereof is held invalid, void, or unenforceable, the remainder  
14 of the provisions in this Agreement shall remain in full force and effect and  
15 shall in no way be affected, impaired, or invalidated thereby.

16 43. GOVERNING LAW AND VENUE

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

26 44. SIGNATURE IN COUNTERPARTS

27           The parties agree that separate copies of this Agreement may be signed by  
28 each of the parties, and this Agreement will have the same force and effect as

1 if the original had been signed by all the parties.

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

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

9  
10 By: \_\_\_\_\_ By: \_\_\_\_\_  
11 SCOTT MCGUIRK CHAIRMAN  
12 CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
13 SOUTH COAST CHILDREN'S SOCIETY, INC. COUNTY OF ORANGE, CALIFORNIA  
14 DBA SOUTH COAST COMMUNITY SERVICES

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

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

20 \_\_\_\_\_  
21 ROBIN STIELER  
22 Clerk of the Board  
23 Orange County, California

24  
25  
26  
27  
28 APPROVED AS TO FORM

COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

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

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

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

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

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

SOUTH COAST CHILDREN'S SOCIETY, INC.  
DBA SOUTH COAST COMMUNITY SERVICES

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



1           1.1.4     In placement or at risk of placement in a congregate care  
2 setting, including Group Home (RCL 10-16), STRTPs, or Juvenile Detention  
3 Facilities. These congregate care settings focus on care for Participants who  
4 exhibit significant emotional/behavioral disturbance and who require a highly-  
5 structured environment and/or specialized treatment, and/or exhibit one or more  
6 behaviors, such as, but not limited to, the following:

7                     1.1.4.1 Exhibit the following behaviors, frequent  
8 running away, gang involvement, tagging, property destruction, self-harming,  
9 possession of deadly weapon(s), adjudicated sex offenders, possession of alcohol  
10 and/or drugs for use or sale, juvenile perpetrator, substance abuse disorder,  
11 fire-starter, sexualized behavior, sexual exploitation, multiple placements,  
12 minor criminal behavior, oppositional/defiant behavior, aggression, assaultive  
13 toward others, educational deficiencies, habitual school truancy and/or other  
14 school-related behavior problems, post-traumatic stress, behaviors beyond  
15 control of parent(s) or primary caregiver(s), recognized mild developmental  
16 disorder, significant mental health disorders, one or more hospitalizations in  
17 a mental health facility, and/or Participants who may have previously received  
18 other intensified services. In addition, Participants may have been raised in  
19 families with multi-generational criminal justice involvement, social services  
20 involvement, and/or mental health disorders.

21           1.1.5     Referred by the County of Orange Health Care Agency (HCA)  
22 and/or the Multi-Disciplinary Consultation Team (MDCT) due to having mental  
23 and/or behavioral health needs that may result in placement outside the home if  
24 Wraparound is not involved.

25           1.2     Services shall also be extended to the following:

26                     1.2.1     Families of Participants as described in Subparagraph 1.1  
27 of this Exhibit A, as directed by COUNTY;

28                     1.2.2     Wraparound-eligible Participants residing with relatives

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

6 1.2.3 Families of Participants participating in the Adoption  
7 Assistance Program (AAP), Treatment Foster Care Oregon - Orange County (TFCO-  
8 OC), Multidimensional Treatment Individualized Plan (MTIP), Emergency  
9 Response/Family Maintenance Collaborative Services (ER/FMCS), and/or the Multi-  
10 Disciplinary Consultation Team (MDCT), and/or other programs as deemed  
11 appropriate by ADMINISTRATOR.

12 2. SERVICE STANDARDS

13 2.1 CONTRACTOR shall adhere to Wrap OC Standards, which are incorporated  
14 herein by reference and as outlined in the Wrap OC Plan, as well as State laws  
15 and regulations pertaining to Wraparound as now exist or are amended hereafter.

16 2.2 CONTRACTOR shall provide services to transition and/or maintain  
17 Participants in their homes or home-like settings as an alternative to  
18 congregate care. Participants will be eligible for available referral slots.  
19 ADMINISTRATOR will assign referral slots at its sole discretion to CONTRACTOR  
20 and does not guarantee any number of Participants will be assigned to CONTRACTOR.

21 2.3 CONTRACTOR shall provide intensive, strength- and needs-based  
22 services and supports, using a community-based and family-centered process.  
23 Services and supports must be individualized and comprehensive and provided in  
24 a manner that is culturally responsive and linguistically appropriate for the  
25 population served.

26 2.4 CONTRACTOR shall recruit, hire, and maintain staff qualified to  
27 provide services to the diverse population served by Wrap OC. CONTRACTOR's  
28 staff shall have the language skills and cultural awareness necessary to

1 communicate fully and effectively with Participants and Participants' families  
2 in settings that are community-based and/or accessible to diverse communities.

3 2.5 CONTRACTOR shall provide qualified bilingual staff as specified in  
4 Paragraph 4 of this Exhibit A. CONTRACTOR shall clearly identify bilingual  
5 staff positions in the budget and ensure the staff filling said positions are  
6 proficient in English and the specific language in which services will be  
7 provided.

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

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

15 2.7.1 Participation in COUNTY-sponsored and other applicable  
16 training;

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

20 2.7.3 Identification of measures taken to enhance accessibility  
21 for and responsiveness to individuals and communities who exhibit physical,  
22 mental, 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 and/or  
25 Participant's parent/caregiver/family members or any minor youth or children.

26 2.8.1 In addition to language skills, a qualified interpreter  
27 need not be trained in mental health services, but must have the ability to  
28 accurately translate terms associated with mental illness, psychotropic

1 medications, and cultural beliefs and practices.

2 2.9 CONTRACTOR shall establish, model, and maintain professional  
3 boundaries among staff and in all interactions with Participants, their  
4 respective families, and Wrap Child and Family Teams (Wrap CFTs).

5 2.10 CONTRACTOR shall assist NMD Participants develop skills needed to  
6 become self-sufficient, including skills to obtain and maintain employment,  
7 housing, and any other traditional independent living skills and needs for  
8 emancipating youth. CONTRACTOR shall also assist by providing linkages to help  
9 youth achieve their educational goals (e.g. tutoring services, career workshops,  
10 etc.). NMD may be assigned to and assisted by either a Parent Partner or Youth  
11 Partner, depending on the NMD's preference, skill level, and/or needs.

12 2.11 CONTRACTOR shall arrange for twenty-four (24) hour, on-call,  
13 crisis/emergency availability for Participants and their families as stated in  
14 Paragraph 11 of this Exhibit A.

15 2.12 CONTRACTOR shall adhere to the Wrap OC model that recognizes phases  
16 of progression from dependence to self-sufficiency. Interventions, including  
17 the intensity of support provided by CONTRACTOR's Care Coordinator, Parent  
18 Partner, and TFCO-OC Youth Partner or Youth Partner, shall be adjusted to  
19 reflect the Participant and the Participant's family's progression through these  
20 phases. Family involvement, family decision-making, reliance on formal supports  
21 and development of informal supports, are other factors that are expected to  
22 change with successful movement through the different phases. The phases of  
23 Wrap OC, subject to change by ADMINISTRATOR based on research and best practices,  
24 currently include the following four (4) phases:

25 2.12.1 Engagement

26 The Engagement phase is focused on the initial stage of  
27 Wrap OC planning and encompasses initial Wrap CFT development through face-to-  
28 face contact with the Participant and Participant's family, as well as either

1 face-to-face or telephone contact with potential Wrap CFT members. Formal Wrap  
2 OC meetings may or may not occur during the initial Engagement phase, as the  
3 Care Coordinator is gathering Participant and Participant's family perspectives  
4 through interviews to assess the family strengths, needs, and concerns by the  
5 Wrap CFT. Family Engagement occurs throughout the Participant's involvement in  
6 the Wrap OC process.

#### 7 2.12.2 Planning

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

#### 20 2.12.3 Implementation

21 This phase directly follows the completion of the initial  
22 POC and Safety Plan. During this phase, the Participant and Wrap CFT meet  
23 regularly, with the express purpose of modifying and adjusting the POC and  
24 Safety Plan based on the follow-through and effectiveness of the interventions  
25 within the POC.

#### 26 2.12.4 Transition

27 This phase occurs when the initial POC has been implemented  
28 and modified over time and a comprehensive set of interventions are successfully

1 delivered to achieve the desired outcomes. Effective transition planning is a  
2 thoughtful process that engages the entire Wrap CFT in decision-making, supports  
3 rather than abandons the family, and helps the Participant and the Participant's  
4 family move closer toward maximum positive functioning and self-sufficiency,  
5 free from reliance on formal supports. The formal transition phase can range  
6 from two (2) weeks to three (3) months.

7 2.13 CONTRACTOR shall monitor each Participant's and Participant's  
8 family's progress, identify barriers to progress, and assist the Participant  
9 and Participant's family in developing effective methods to overcome barriers.  
10 CONTRACTOR or ADMINISTRATOR may request case consultation through Wraparound  
11 Review and Intake Team (WRIT) Technical Assistance Process or the Family Review  
12 Process as needed.

13 2.14 CONTRACTOR shall use the POC as the structural tool and road map to  
14 ensure that all Wrap CFT members focus on a common goal; maximize the family  
15 strengths to achieve the goal; agree on the family's needs, as prioritized by  
16 the Wrap CFT; and respect the community's needs and the referring agency's  
17 needs, as reflected in any existing court orders, laws and regulations of the  
18 community and/or referring agency. Family involvement in accepting ownership  
19 of the POC is critical to success and is expected to increase with progression  
20 toward self-sufficiency. The POC for each Participant shall include, but not  
21 be limited to, the following elements:

22 2.14.1 Date the case is assigned, completed, and approved;

23 2.14.2 Wrap CFT Vision Statement;

24 2.14.3 Specific needs in applicable life areas;

25 2.14.4 Involved parties and who is responsible for specific  
26 actions and interventions;

27 2.14.5 Service provider(s);

28 2.14.6 Strengths of each Wrap CFT member;

- 1                   2.14.7    Funding source(s) for actions and/or interventions;
- 2                   2.14.8    Estimated date(s) of completion for actions and/or
- 3 interventions;
- 4                   2.14.9    Progress and outcomes in prior month(s);
- 5                   2.14.10   Continuing service(s); and
- 6                   2.14.11   Discontinued service(s) and reason for discontinuation
- 7 including, but not limited to, the following:
- 8                   2.14.11.1   Effective outcomes, therefore services are no
- 9 longer needed;
- 10                   2.14.11.2   Ineffective services and, therefore,
- 11 discontinued;
- 12                   2.14.11.3   Added service(s) and reason; and
- 13                   2.14.11.4   Service cost by unit and total.

14           2.15   CONTRACTOR shall ensure that each POC and Safety Plan is developed  
15 and supported by the Wrap CFT, as evidenced by signatures of all Wrap CFT  
16 members. The POC signature sheets shall identify each member as a formal or  
17 informal support.

18           2.16   CONTRACTOR shall complete an addendum to the active POC when a  
19 change in circumstance has occurred in the Participant and/or Participant's  
20 family that warrants a revision to the needs, interventions, and/or vision  
21 stated in the most current POC.

22           2.17   CONTRACTOR shall access and maximize the use of informal family and  
23 community resources to meet Participant and Participant's family needs.

24           2.18   CONTRACTOR shall utilize the COUNTY's Provider Network Program (PNP)  
25 to meet Participant's needs, when considered necessary, and as authorized in  
26 advance and in writing by ADMINISTRATOR.

27           2.19   CONTRACTOR's Wrap OC operational plan shall include a parent support  
28 program to help parent(s)/caregiver(s) with a focus on, but not limited to, the

1 following:

2 2.19.1 Understanding the Participant's unique needs;

3 2.19.2 Becoming informed advocates for the Participant;

4 2.19.3 Navigating formal systems, such as Juvenile Court,  
5 schools, and other agencies;

6 2.19.4 Participating on multi-disciplinary teams, such as the  
7 Wrap CFT or an Individualized Education Planning (IEP) Group;

8 2.19.5 Leading parent groups and related forums; and

9 2.19.6 Strengthening parenting skills.

10 2.20 CONTRACTOR shall provide Participants' families with training and  
11 information to support them in their roles as active, informed decision-makers  
12 for, and with, the Participant.

13 2.21 CONTRACTOR shall, at ADMINISTRATOR's direction, utilize  
14 Participants and Participants' families to design and provide education,  
15 training, and staff development to enhance the effectiveness of parent/family-  
16 professional partnerships, family-centered services, cultural responsiveness,  
17 and family advocacy and support efforts.

18 2.22 CONTRACTOR shall create opportunities for Participants,  
19 Participants' families, and Wrap CFT members to participate in multi-  
20 disciplinary training.

21 3. MEDI-CAL CAPACITY

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

26 For Medi-Cal billable services provided by CONTRACTOR to Participant(s),  
27 COUNTY will claim reimbursement to the California State Medi-Cal Program for  
28 services rendered by CONTRACTOR, to the extent these services are Medi-Cal



1 eligible. CONTRACTOR shall therefore be required to enter into an agreement  
2 with the County of Orange Health Care Agency (HCA) for reimbursement of all  
3 Medi-Cal eligible services that are not reimbursed through any agreements with  
4 ADMINISTRATOR.

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

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

14 3.1 CONTRACTOR shall open a Medi-Cal case from the date the case is  
15 opened in Wrap OC for all Participants who are eligible for and/or should be  
16 eligible for Medi-Cal. All Medi-Cal services shall be billed to Medi-Cal from  
17 the date the case is opened in Wrap OC.

18 3.2 CONTRACTOR shall complete a Psychosocial Assessment to determine  
19 medical necessity and to identify Participants who meet Pathways to Well-Being  
20 subclass criteria but who may not have been identified previously.

21 3.3 CONTRACTOR shall obtain advance written approval from ADMINISTRATOR  
22 for all Medi-Cal eligible Participants for which CONTRACTOR will not bill Medi-  
23 Cal, in any given month.

24 3.4 CONTRACTOR shall notify ADMINISTRATOR if referred Participant(s)  
25 is/are not eligible for Medi-Cal at the time of referral, or if eligibility  
26 status changes while Participant(s) is/are enrolled in Wrap OC.

27 3.5 CONTRACTOR shall enter Medi-Cal data into the Integrated Record  
28 Information System (IRIS) database as directed by HCA, shall comply with all

1 Medi-Cal regulations, and shall retain all documentation required by HCA for  
2 Medi-Cal billing.

3 3.6 CONTRACTOR shall submit to HCA and ADMINISTRATOR a monthly summary  
4 of Participants seen, corresponding Medi-Cal costs, and units of service.  
5 CONTRACTOR shall submit summary reports by the twentieth (20th) day for the  
6 prior month of service. The summary shall include detailed, written information  
7 on all Participants whose services were not billed to Medi-Cal, explaining why  
8 Medi-Cal was not billed and confirming COUNTY's advance written authorization.

9 3.7 CONTRACTOR shall invoice HCA for the cost of providing Medi-Cal  
10 services on a form approved and/or supplied by HCA, and provide information  
11 required by HCA. CONTRACTOR shall submit an invoice by the tenth (10th) day of  
12 each month for the prior month's costs.

13 3.8 CONTRACTOR shall submit to HCA and ADMINISTRATOR a monthly  
14 Expenditure and Revenue Report detailing actual costs of providing Medi-Cal  
15 billable and non-Medi-Cal billable Wrap OC activities as specified by COUNTY.

16 3.9 CONTRACTOR's facility shall meet standards set by the State  
17 Department of Health Care Services for Medi-Cal Participants.

18 3.9.1 CONTRACTOR's Medi-Cal-approved facility shall comply with  
19 the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794  
20 et seq., as implemented in 45 Code of Federal Regulations (CFR) 84.1 et seq.),  
21 and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.),  
22 pertaining to the prohibition of discrimination against qualified persons with  
23 disabilities in all programs or activities, as they exist now or may be hereafter  
24 amended together with succeeding legislation.

25 4. CASELOAD STANDARDS

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

1 maximum contract obligation.

2 4.1 CONTRACTOR shall ensure a caseload capacity of up to one hundred  
3 twenty (120) active referral slots. ADMINISTRATOR reserves the right to modify  
4 caseload capacity.

5 4.2 CONTRACTOR shall provide Wrap OC teams each composed of a Care  
6 Coordinator, a Parent Partner, and a Youth Partner. ADMINISTRATOR will  
7 determine if a family is assigned either a Youth Partner or a TFCO-OC Youth  
8 Partner. Unless otherwise specified, Youth Partner and TFCO-OC Youth Partner  
9 are used interchangeably herein. CONTRACTOR shall be required to obtain prior,  
10 written approval from ADMINISTRATOR before implementing any change(s) in Wrap  
11 OC team composition.

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

15 4.3.1 Four (4) Wraparound Supervisors, each supervising three  
16 (3) teams (see Subparagraph 4.9 through 4.11 below);

17 4.3.2 Twelve (12) Care Coordinators, one (1) per team;

18 4.3.3 Twelve (12) Parent Partners, one (1) per team; and

19 4.3.4 Twelve (12) Youth Partners, one (1) per team.

20 4.4 Bilingual Staff Ratios

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

27 4.4.1 CONTRACTOR shall maintain the following minimum bilingual  
28 staff levels:

1                           4.4.1.1       Two (2) of the four (4) Wraparound Supervisors  
2 shall be bilingual in Spanish;

3                           4.4.1.2       Six (6) of the twelve (12) Care Coordinators  
4 shall be bilingual, with four or more (4+) bilingual in Spanish;

5                           4.4.1.3       Six (6) of the twelve (12) Parent Partners  
6 shall be bilingual, with four or more (4+) bilingual in Spanish; and

7                           4.4.1.4       Six (6) of the twelve (12) Youth Partners shall  
8 be bilingual, with four or more (4+) specifically bilingual in Spanish.

9           4.5    CONTRACTOR shall ensure that Care Coordinators, Parent Partners,  
10 and Youth Partners maintain an average of fifteen to sixteen (15-16) hours of  
11 services contacts per month, per Participant or Participant's Wrap CFT. These  
12 hours include telephone contact, face-to-face contact with the Participant  
13 and/or Participant's family, consultation time, case management and  
14 documentation, and crisis time.

15           4.6    CONTRACTOR shall ensure that Care Coordinators, Parent Partners,  
16 and Youth Partners each maintain a caseload of up to twelve (12) referral slots.  
17 Face-to-face contact with Participant and Participant's family will vary  
18 depending on the Wrap OC phase, but shall be a minimum of two (2) hours per  
19 month during the Engagement phase and a minimum of one (1) hour per month during  
20 other Wrap OC phases.

21           4.7    CONTRACTOR shall ensure that TFCO-OC Youth Partners each maintain  
22 a caseload of up to twelve (12) referral slots. Face-to-face contact will vary  
23 depending on the Wrap OC phase and the Participant's level within the TFCO-OC  
24 program, but shall be a minimum of one (1) hour weekly, or a minimum as  
25 determined by ADMINISTRATOR, during the Participant's placement within the TFCO-  
26 OC foster home, and as needed after the Participant's return to aftercare  
27 family.

28           4.8    CONTRACTOR shall, to the extent allowable under the law, ensure

1 that staff ratio of Youth Partners reflect the gender ratio of the Participants  
2 served. Participants who are Probation Wards with the Probation Department  
3 shall be assigned a same-gender Youth Partner. ADMINISTRATOR, in its sole  
4 discretion, shall determine and approve staff ratio fluctuations.

5 4.9 CONTRACTOR's Wraparound Supervisors shall supervise a maximum of  
6 twelve (12) FTE Wrap OC staff. At ADMINISTRATOR's discretion, CONTRACTOR staff  
7 may increase FTE supervision capacity to account for vacancies and emergencies.  
8 Supervised staff shall consist of Care Coordinators, Parent Partners, and Youth  
9 Partners.

10 4.10 CONTRACTOR shall ensure that Wraparound Supervisors do not carry or  
11 maintain a regular Participant caseload. CONTRACTOR shall notify ADMINISTRATOR  
12 within twenty-four (24) hours in the event that Wraparound Supervisor(s) is/are  
13 in the position of covering a Participant caseload due to staffing issues.

14 4.11 CONTRACTOR's Wraparound Director or Wraparound Supervisor(s) shall  
15 not supervise other programs within CONTRACTOR's organization without advance,  
16 written approval by ADMINISTRATOR.

## 17 5. FAMILY TEAM AND PARTICIPANT SERVICES

18 5.1 CONTRACTOR shall assign a Care Coordinator and/or a Parent Partner  
19 to initiate contact with the Participant and Participant's  
20 parent(s)/caregiver(s) within two (2) business days of referral assignment by  
21 WRIT.

22 5.2 CONTRACTOR's Care Coordinator shall initiate contact with the  
23 referring party (SSW, DPO, and/or MH Clinician) within three (3) business days  
24 of assignment by CONTRACTOR, and shall request a face-to-face meeting to discuss  
25 the referral and initial safety planning. The meeting with the referring party  
26 is to occur within seven (7) business days of assignment by WRIT.

27 5.3 CONTRACTOR's Care Coordinator and/or Parent Partner shall contact  
28 Participant's family within one (1) business day from the face-to-face meeting

1 with referring party. Care Coordinator and Parent Partner shall conduct an  
2 initial face-to-face meeting with the Participant's family within fourteen (14)  
3 calendar days of assignment by WRIT. Topics to be discussed during the initial  
4 meeting shall include, but are not limited to, the following:

5 5.3.1 Wrap OC Goals;

6 5.3.2 Wrap OC Process;

7 5.3.3 Expectations/role of the Referring Party as outlined in  
8 the Wraparound Parties Agreement form;

9 5.3.4 Expectations of parent(s) or caregiver(s);

10 5.3.5 Expectation(s) of Participant;

11 5.3.6 Development of the Wrap CFT;

12 5.3.7 Safety issues regarding the Participant and the  
13 Participant's parent(s)/caregiver(s); and

14 5.3.8 Stability of housing, childcare, and respite needs.

15 5.4 CONTRACTOR's Youth Partner shall conduct an initial face-to-face  
16 meeting with the Participant within seven (7) calendar days of assignment by  
17 CONTRACTOR.

18 5.5 CONTRACTOR's Care Coordinator shall notify the referring party of  
19 the date, time, and place of the initial Wrap CFT meeting; subsequent Wrap CFTs;  
20 and court-related and/or school-related meetings involving the Participant.  
21 Taking into consideration the family's obligations such as work and school, the  
22 Care Coordinator shall schedule Wrap CFT meetings to maximize opportunities for  
23 the SSW, DPO, and/or MH Clinician to attend regularly.

24 5.6 CONTRACTOR staff shall ensure the Participant's  
25 parent(s)/caregiver(s) or previously authorized adult designee, as determined  
26 by the Wrap CFT, is present in the home or at the predetermined meeting location  
27 whenever any other team member(s) and/or CONTRACTOR staff are present.  
28 CONTRACTOR staff shall not enter a home or commence meetings unless the

1 Participant's parent(s)/caregiver(s) or adult designee is present.

2 5.7 CONTRACTOR'S Care Coordinator shall notify the referring party as  
3 soon as possible, but no later than three (3) business days, of changes or  
4 cancellations in any meetings involving the Participant.

5 5.8 CONTRACTOR's Care Coordinator shall facilitate the development of  
6 an initial POC by the Wrap CFT, and submit the POC to ADMINISTRATOR within one  
7 (1) month of assignment (e.g., if assignment date is May 15, POC shall be due  
8 on June 15). CONTRACTOR's Care Coordinator shall be responsible for ensuring  
9 the POC, and all ensuing POCs, promote the goal of self-sufficiency of the  
10 family while concurrently addressing the family's unique challenges.  
11 CONTRACTOR's Care Coordinator and Wrap CFT shall ensure the POC is:

12 5.8.1 Written and available in English and in the family's  
13 primary language, if other than English;

14 5.8.2 Reflective of the culture, values, and beliefs of the  
15 Participant, Participant's family, and the referring party's safety concerns;

16 5.8.3 Signed by all Wrap CFT members;

17 5.8.4 Developed and completed in a timely manner as referenced  
18 in Subparagraph 5.8 of this Exhibit A;

19 5.8.5 Viable, with identified supports that are attainable and  
20 capable of providing the outlined services that will enable the Participant to  
21 remain in a family environment or home-like setting, and minimize the risk of  
22 the Participant being placed in congregate care;

23 5.8.6 Accurate in identifying the issues that resulted in the  
24 referral of the Participant and Participant's family to Wrap OC;

25 5.8.7 Re-evaluated by CONTRACTOR, at a minimum every three (3)  
26 months, or when a change occurs in the Participant and/or Participant's support  
27 system, as identified in the POC; and

28 5.8.8 Updated to include the development of an addendum to an

1 active POC when a new and/or significant change in circumstances occurs, and/or  
2 a need or safety issue arises that was not anticipated or included in the  
3 initial POC.

4 5.9 CONTRACTOR's Care Coordinator shall update, modify, and/or extend  
5 each POC at three (3) month intervals, or as deemed necessary by the Wrap CFT  
6 and approved by ADMINISTRATOR. The updated, modified, and/or extended POC shall  
7 be submitted to ADMINISTRATOR within seven (7) calendar days of completion.

8 5.10 CONTRACTOR's Care Coordinator shall ensure that the POC signature  
9 sheet includes the full name and signature of each Wrap CFT member present at  
10 each Wrap CFT meeting. Signatures shall indicate that each Wrap CFT member  
11 understands the POC, its goal(s), and its action plan(s). The signature sheet  
12 shall indicate the formal/informal status of each Wrap CFT member and the date  
13 of the Wrap CFT meeting.

14 5.11 The Wrap CFT shall develop a viable Safety Plan prior to the  
15 Participant's return home, if applicable, or within one (1) month of assignment  
16 if the Participant is already home when Wrap OC becomes involved. The Wrap CFT  
17 shall also develop an addendum to the current Safety Plan when there is a new  
18 or significant change in safety issues that were not anticipated or included in  
19 the initial Safety Plan. CONTRACTOR shall ensure the Safety Plan meets, but is  
20 not limited to, the following criteria:

21 5.11.1 Written and available in English and the family's primary  
22 language, if other than English;

23 5.11.2 Signed by all applicable Wrap CFT members;

24 5.11.3 Developed and completed in a timely manner as referenced  
25 in Subparagraph 5.11;

26 5.11.4 Viable, with identified supports that are attainable and  
27 capable of providing the outlined services that will enable the Participant to  
28 remain in a family environment or home-like setting and minimize the risk of



1 the Participant being placed in congregate care:

2 5.11.5 Reflect the issues that resulted in the referral of the  
3 Participant and the Participant's family to Wrap OC; and

4 5.11.6 Re-evaluated by CONTRACTOR, at minimum once every three  
5 (3) months, or when a change occurs in the Participant and/or the Participant's  
6 support system(s), as identified in the Safety Plan.

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

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

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

28 5.15 CONTRACTOR's Care Coordinator shall be responsible for making

1 requests for services and/or service extensions to the PNP, as determined to be  
2 appropriate for the Participant and the Participant's family by the Wrap CFT.

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

7 5.17 CONTRACTOR's Care Coordinator shall prepare, prior to each Wrap CFT  
8 meeting, a collaborative Wrap CFT meeting agenda and sign-in sheet, which shall  
9 include the first and last names of all identified Wrap CFT members, and a space  
10 for each member to sign his or her name. At the beginning of each subsequent  
11 Wrap CFT meeting, the Care Coordinator shall:

12 5.17.1 Distribute copies of the prepared Wrap CFT meeting agenda  
13 and sign-in sheet for attendees to sign;

14 5.17.2 Lead the Wrap CFT meeting, ensure that each Wrap CFT member  
15 signs the meeting sign-in sheet clearly indicating first and last names, and  
16 using the Action Team Form created at the prior Wrap CFT meeting(s), ask for  
17 results of tasks assigned at previous Wrap CFT meetings;

18 5.17.3 Review the team's accomplishments toward meeting  
19 identified needs and reassign incomplete tasks, as necessary;

20 5.17.4 Post the Wrap CFT's Strengths List and the family's Needs  
21 List where team members can see them at each Wrap CFT meeting. The Care  
22 Coordinator and Parent Partner shall use the Strengths List as the framework  
23 for Wrap CFT discussions, to successfully acknowledge goals that have been met  
24 and to address challenges and/or barriers to goal attainment;

25 5.17.5 Guide the Wrap CFT in modifying and/or updating the POC  
26 and Safety Plan to reflect a logical progression in achieving the Wrap CFT's  
27 vision;

28 5.17.6 Ensure that the POC sets benchmarks for transitioning each

Participant and Participant's family to less restrictive, less intrusive, and less formal services, taking into consideration the ability of families to move through the process at their own pace; and

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

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

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

5.20 Conflict Resolution

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

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

6. FLEX FUND STANDARDS

Flex Funds are accessible for needed supports and services of Wrap OC. Flex Funds may be used for emergencies and/or crisis/safety stabilization, implementation strategies and interventions, recognition activities related to milestone achievements, and celebrations supporting transition. All Flex Fund

1 expenditures submitted for reimbursement are subject to advance written approval  
2 by ADMINISTRATOR.

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

6 6.1 CONTRACTOR's use of Flex Funds shall be purposeful and tied to  
7 specific goals stated in the POC.

8 6.2 CONTRACTOR shall use Flex Funds creatively and effectively in the  
9 development of services and support for the Participant and the Participant's  
10 family, to build on family strengths, add value to the stated mission for the  
11 family, help meet identified needs of the Participant and Participant's family,  
12 and be relevant to family's sense of identity. The family's sense of identity  
13 includes, but is not limited to, ethnicity, age, nationality, spirituality, and  
14 traditions.

15 6.3 Fiscal Strategies

16 6.3.1 CONTRACTOR shall have fiscal strategies in place for  
17 implementing the use of Wrap OC Flex Funds. These strategies shall include,  
18 but are not limited to, the following:

19 6.3.1.1 CONTRACTOR shall reserve a minimum of ten  
20 percent (10%) of the Agreement maximum obligation to be used specifically for  
21 Flex Fund purposes.

22 6.3.1.2 CONTRACTOR shall develop a plan to ensure  
23 staff has timely access to Flex Funds to promptly address the Participant's  
24 and/or Participant's family's needs. The plan may be evaluated regularly by  
25 ADMINISTRATOR, and CONTRACTOR shall make changes as determined by ADMINISTRATOR.

26 6.3.1.3 CONTRACTOR shall have a mechanism or work flow  
27 process in place whereby an emergency Flex Fund request is completed within two  
28 (2) business days of the request.

1                   6.3.1.4     CONTRACTOR shall ensure expenses are related  
2 to interventions utilized for implementing the POC and/or Safety Plan, to help  
3 project and strategize services.

4                   6.3.1.5     CONTRACTOR's procedures for documenting and  
5 accounting for the use of all Flex Funds shall include retention of comprehensive  
6 source documentation in accordance with Paragraph 19 of this Agreement.

7                   6.3.1.6     CONTRACTOR shall collect expenditure  
8 information for all purchases made with Flex Funds. Expenditure information  
9 shall be submitted using a form or database as provided and requested by  
10 ADMINISTRATOR. Flex Fund expenditures submitted with a form shall be signed  
11 and dated by the staff who made the purchase and his/her supervisor. All Flex  
12 Fund expenditures shall have attached valid, legible source documents (i.e.,  
13 itemized receipts, canceled checks, purchase orders, etc.) for each purchase.

14                  6.3.1.7     CONTRACTOR shall maintain detailed records  
15 (including itemized store receipts) of items purchased using gift cards. Usage  
16 of gift cards shall be subject to ADMINISTRATOR review and advance, written  
17 authorization.

18                  6.3.1.8     CONTRACTOR shall ensure required Flex Fund  
19 expense information is entered into ADMINISTRATOR'S database system, correctly  
20 and timely.

21                  6.3.1.9     CONTRACTOR shall reimburse providers of direct  
22 services to Participants for payment of direct, basic needs expenditures  
23 authorized through a Participant's POC.

24                  6.3.1.10    CONTRACTOR shall not directly reimburse  
25 Participant and/or Participant's family member(s) for payment of any  
26 expenditure.

27                  6.3.1.11    CONTRACTOR shall obtain prior written  
28 authorization from ADMINISTRATOR for individual purchases made on behalf of a

1 Participant and/or Participant's family in an amount equal to or over five  
2 hundred dollars (\$500) and/or if the expense is expected to continue for three  
3 (3) months or more, except as otherwise previously approved and specifically  
4 documented in the Family Budget or the Family Emergency Budget.

5 6.3.1.12 CONTRACTOR shall, within three (3) business  
6 days, upon request, provide ADMINISTRATOR with documentation supporting any and  
7 all expenses utilizing Flex Funds.

8 6.3.1.13 Although by nature Wrap OC necessitates  
9 flexibility in the use of funds to create individualized services and supports  
10 for Participants and Participants' families, CONTRACTOR shall monitor all  
11 funding and justify all expenses as reasonable, age-appropriate, prudent, and  
12 in compliance with Wrap OC standards.

13 6.4 Unauthorized Flex Fund Purchase List

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

16 6.4.1 Flex Funds shall not be used to purchase, nor shall COUNTY  
17 reimburse CONTRACTOR for purchase, of the following:

18 6.4.1.1 Improvement of land, construction, or  
19 permanent improvement(s) of any building or facility;

20 6.4.1.2 Alcoholic beverages, drugs or tobacco  
21 products;

22 6.4.1.3 Lottery tickets;

23 6.4.1.4 Credit card or revolving credit account bills;

24 6.4.1.5 Tips in excess of twenty percent (20%) of a  
25 meal bill;

26 6.4.1.6 Legal fees, penalties, damages or fines such  
27 as, but not limited to, bounced check fees, attorney fees, restitution  
28 penalties, damages due to landlords, etc.;

1                   6.4.1.7     Federal, State, local, property, and/or  
2 business tax assessments;

3                   6.4.1.8     Long-term membership contracts or fees (e.g.,  
4 multi-year gym memberships, annual contract for martial art lessons, etc.);

5                   6.4.1.9     Inappropriate incentive items including, but  
6 not limited to, violent or sexually explicit videos, movies, magazines, books,  
7 etc.; or

8                   6.4.1.10    Controversial therapy methods such as Holding  
9 therapy, Rebirthing therapy, and/or psychophysiological testing (i.e., lie  
10 detector tests) and/or controversial treatment programs such as “boot camp”  
11 programs utilizing isolation, deprivation, humiliation and/or shaming  
12 interventions and tactics.

13           6.5    Family Budget

14           6.5.1    CONTRACTOR shall establish procedures in which the  
15 Wraparound Supervisor, in conjunction with the assigned Care Coordinator and/or  
16 the Parent Partner, utilize a planning document and develop a strategy and a  
17 projected budget for the family.

18           6.5.2    The Family Budget shall include expenditure(s) and  
19 CONTRACTOR’s interventions related to the implementation of the POC for the  
20 Participant and the Participant’s Family. Interventions shall be based on  
21 anticipated needs and safety issues during the initial three (3) months of Wrap  
22 OC. These needs may include, but are not limited to, the following:

23           6.5.2.1    Participant involvement in informal and/or  
24 formal services;

25           6.5.2.2    Tutoring       and/or       emotional/behavioral  
26 assistance programs;

27           6.5.2.3    Child care, respite care;

28           6.5.2.4    Suitable clothing, shoes, and/or other basic

1 needs:

2 6.5.2.5 Cost of utilities, (e.g., electricity, gas,  
3 sewage, and/or water);

4 6.5.2.6 Rental assistance, deposit(s), a single  
5 month's rent to avoid eviction, rent, and/or deposits for NMDs preparing to  
6 live independently;

7 6.5.2.7 Goods, such as furniture and appliances;

8 6.5.2.8 Emergency medical/dental and/or medication  
9 expenses;

10 6.5.2.9 Transportation costs, including costs for car  
11 repairs, necessary for Participants to travel to and from medical/counseling  
12 appointments, school, work, etc.;

13 6.5.2.10 Expenses for family recreational activities  
14 (e.g., movies, zoo) with a brief statement outlining the therapeutic value of  
15 the activity;

16 6.5.2.11 Expenses necessary to assist with enriching  
17 the Participant's life (e.g., music, dance, and/or swimming lessons, equipment  
18 or fees to participate in a sport, camp, scouting and/or other age-appropriate  
19 youth programs, uniforms for employment, etc.); and

20 6.5.2.12 Other needs that promote the Participant's  
21 success, safety, and/or permanency in the home, school, and community.

22 6.5.3 The Family Budget shall remain separate and distinct from  
23 the family's separate, personal financial budget, which shall continue to be  
24 managed by the Participant's parent(s)/caregiver(s).

25 6.5.4 CONTRACTOR shall develop a Family Budget that is  
26 specifically related to items in the Participant's POC and includes input from  
27 the entire Wrap CFT. CONTRACTOR shall complete and submit the Family Budget to  
28 ADMINISTRATOR within one (1) week of completing the applicable POC.



1                   6.5.5     CONTRACTOR shall monitor and administer the Family Budget  
2 and establish procedures for CONTRACTOR's staff to access Flex Funds.

3                   6.5.6     CONTRACTOR shall provide to ADMINISTRATOR, as part of each  
4 POC, justification supporting the Family Budget as prudent and necessary to  
5 meet the needs of the Participant and Participant's family and to implement the  
6 Wrap OC process. CONTRACTOR shall submit a copy of the Family Budget with each  
7 POC.

8                   6.5.7     CONTRACTOR shall develop and implement procedures for  
9 documenting and accounting for the use of any and all Flex Funds related to  
10 each Family Budget.

11                   6.6     Family Emergency

12                   6.6.1     During participation in Wrap OC, CONTRACTOR shall utilize  
13 Flex Funds to address Participant's Family Emergency expenditure(s), which were  
14 not previously addressed in the Family Budget.

15                   6.6.2     CONTRACTOR shall monitor and administer the Family  
16 Emergency funds and establish procedures for CONTRACTOR staff to access said  
17 funds. Family Emergency funds shall be used for, but not be limited to, the  
18 following:

- 19                                 6.6.2.1     Housing crisis;
- 20                                 6.6.2.2     Lack of food or groceries;
- 21                                 6.6.2.3     Immediate need for prescription medication(s)  
22 or medical attention;
- 23                                 6.6.2.4     Participant's family's inability to meet  
24 obligation for the cost of utilities;
- 25                                 6.6.2.5     Inability of parent(s) and/or caregiver(s) to  
26 maintain employment;
- 27                                 6.6.2.6     Transportation crisis; and
- 28                                 6.6.2.7     Other justified crisis that jeopardizes the

1 permanency and/or placement of the Participant with family.

2 6.6.3 CONTRACTOR shall update the Family Budget to address Family  
3 Emergency expense(s) within fourteen (14) calendar days of the occurrence of  
4 the emergency.

5 6.7 Additional Costs

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

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

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

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

19 6.7.1.3 Providing incentives for Participants and/or  
20 Participants' families that support Wrap OC practices and the development of  
21 Participant 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 Funds related to Additional  
24 Costs listed in this Subparagraph 6.7 of this Exhibit A.

25 7. TRAINING

26 ADMINISTRATOR will provide initial and ongoing training for all CONTRACTOR  
27 staff employed to deliver services for Wrap OC. ADMINISTRATOR's designee and/or  
28 CDSS may provide subsequent training(s). At ADMINISTRATOR's discretion,

1 training may be extended to CONTRACTOR's administrative Wrap OC staff.

2 7.1 CONTRACTOR shall ensure that CONTRACTOR's Wrap OC staff receive  
3 required education, training, and support as deemed necessary by ADMINISTRATOR,  
4 including, but not limited, to the following:

5 7.1.1 Wrap OC Overview Training

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

9 7.1.1.1 CONTRACTOR shall ensure that all Wrap OC staff  
10 complete this mandatory training within thirty (30) days of hire date, or as  
11 soon as possible thereafter depending on scheduled training by ADMINISTRATOR.

12 7.1.2 Wrap OC Four (4)-Day Core Training

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

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

22 7.1.2.1 CONTRACTOR's staff shall attend this training  
23 at initial hiring or when changing positions within Wrap OC. CONTRACTOR shall  
24 ensure that all Wrap OC staff complete training within thirty (30) days of hire  
25 date, or as soon as possible thereafter depending on scheduled training by  
26 ADMINISTRATOR.

27 7.1.2.2 ADMINISTRATOR intends to conduct training a  
28 minimum of two (2) times per calendar year. At ADMINISTRATOR's discretion,

1 CONTRACTOR shall provide staff to assist with conducting said training.

2 7.1.3 TFCO-OC Training

3 7.1.3.1 CONTRACTOR shall ensure that all Wrap OC staff  
4 assigned to TFCO-OC Participants, complete training as soon as possible after  
5 hire date, as scheduled by ADMINISTRATOR.

6 7.1.4 Facilitation Training

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

12 7.1.4.1 CONTRACTOR shall ensure that each Wraparound  
13 Director, Wraparound Supervisor, and Care Coordinator completes this training  
14 as soon as possible after hire date, as scheduled by ADMINISTRATOR and/or as  
15 ADMINISTRATOR deems appropriate.

16 7.1.5 Database Training

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

20 7.1.5.1 CONTRACTOR shall ensure that all Wrap OC staff  
21 complete this training as soon as possible after hire date, as scheduled by  
22 ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

23 7.1.5.2 CONTRACTOR shall train Wrap OC staff in the  
24 usage of ADMINISTRATOR's database as instructed by ADMINISTRATOR.

25 7.1.6 Wrap OC Institute Training

26 Wrap OC Institute is a mandatory monthly training designed  
27 to provide a forum for dissemination of training to WRIT and all Wrap OC Provider  
28 Agencies on a wide range of applicable topics. The purpose of the training is

1 to increase CONTRACTOR's staff knowledge and skills related to the Wrap OC  
2 process and service delivery and resource linkages, enhance collaboration among  
3 providers and community partners, and strengthen positive outcomes for  
4 children/youth, young adults and families.

5 7.1.6.1 CONTRACTOR shall ensure that all staff who  
6 deliver Wrap OC attend this monthly mandatory training as scheduled by  
7 ADMINISTRATOR.

8 7.1.7 Wrap OC Professional Growth Training

9 Wrap OC Professional Growth is a mandatory training  
10 designed to provide opportunities for position-specific training and growth,  
11 and encourage collaboration and support among Wrap OC Provider Agencies. The  
12 goal of the training is to increase skills and knowledge while enhancing Wrap  
13 OC practice and services to Wrap OC families. Wrap OC team members' individual  
14 strengths, skills, experience, and contributions are equally valued and vital  
15 to the team model and continued success of Wrap OC.

16 7.1.7.1 CONTRACTOR shall ensure that each Wraparound  
17 Supervisor, Care Coordinator, Parent Partner, and Youth Partner attend these  
18 mandatory trainings as scheduled by ADMINISTRATOR and/or as ADMINISTRATOR deems  
19 appropriate.

20 7.1.8 New Parent Partner Training

21 New Parent Partner training outlines the roles and  
22 expectations of Parent Partners.

23 7.1.8.1 CONTRACTOR shall ensure that the Wraparound  
24 Director, Wraparound Supervisors, and Parent Partners complete this mandatory  
25 training as soon as possible after hire date, as scheduled by ADMINISTRATOR,  
26 and/or as ADMINISTRATOR deems appropriate.

27 7.1.9 New Youth Partner Training

28 New Youth Partner training outlines the roles and

1 expectations of Youth Partners.

2 7.1.9.1 CONTRACTOR shall ensure that the Wraparound  
3 Director, Wraparound Supervisors, and Youth Partners complete this mandatory  
4 training following the Wrap OC Four (4)-Day Core series as scheduled by  
5 ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

6 7.1.10 Medi-Cal Training

7 7.1.10.1 Medi-Cal is a two (2)-day training to follow  
8 the Wrap OC Four (4)-Day Core series. CONTRACTOR shall ensure that appropriate  
9 Wrap OC staff complete the mandatory training following the Wrap OC Four (4)-  
10 Day Core series and/or as ADMINISTRATOR deems appropriate. This training is  
11 designed to provide an overview of, but is not limited to, the following:

12 7.1.10.1.1 Medi-Cal eligibility and  
13 reimbursement guidelines;

14 7.1.10.1.2 Health Insurance Portability and  
15 Accountability Act (HIPAA) and Office of HIPAA Compliance requirements;

16 7.1.10.1.3 Collaboration with treating  
17 therapists;

18 7.1.10.1.4 Assessment, Care Plan (CP) and  
19 medical necessity determinations;

20 7.1.10.1.5 Documentation, signatures and  
21 authorizations;

22 7.1.10.1.6 Data entry and access to IRIS;

23 7.1.10.1.7 Case management and  
24 rehabilitation services;

25 7.1.10.1.8 Intensive Care Coordination (ICC)  
26 and In Home Behavior Support (IHBS) activities; and

27 7.1.10.1.9 Medi-Cal documentation, chart  
28 review and audits.

1                               7.1.10.2     CONTRACTOR shall facilitate ongoing regular  
2 Medi-Cal documentation trainings to all Wrap OC Provider Agencies' staff, to  
3 ensure understanding of compliant Medi-Cal documentation and to provide updates  
4 on documentation changes per HCA.

5                               7.1.11     CONTRACTOR Training

6                               7.1.11.1     CONTRACTOR shall provide ongoing training for  
7 all Wrap OC staff and may be conducted through individual and/or group  
8 supervision. Training shall include, but not be limited to, developing skills  
9 of Wrap OC staff to effectively:

10                              7.1.11.1.1   Identify, address, and resolve  
11 conflict during the facilitation of Wrap CFT meetings, and thereafter, if  
12 necessary, to accomplish the family mission;

13                              7.1.11.1.2   Guide the development of  
14 individualized, effective POCs and the timely progression of the Wrap CFT  
15 through the phases of Wrap OC;

16                              7.1.11.1.3   Recognize safety and procedural  
17 concerns, and anticipate and prevent crises;

18                              7.1.11.1.4   Establish and maintain  
19 professional boundaries, and identify and effectively resolve instances of poor  
20 judgment resulting from inappropriate boundaries with Participant or  
21 Participant's family;

22                              7.1.11.1.5   Identify barriers proactively to  
23 progress and seeking supervisor assistance;

24                              7.1.11.1.6   Input data accurately and timely  
25 into ADMINISTRATOR's database system;

26                              7.1.11.1.7   Participate in the Wraparound  
27 Fidelity Index (WFI) interviewing process as needed; and

28                              7.1.11.1.8   Administer pre- and post-tests in

1 a format as requested by ADMINISTRATOR.

2 7.2 CONTRACTOR shall have a training and staff development plan that  
3 includes topics in accordance with CDSS SB 163. Said plan shall adhere to and  
4 may supplement ADIMINISTRATOR's Wraparound Training Plan.

5 7.3 CONTRACTOR shall provide supervision that emphasizes the values and  
6 principles of Wrap OC and the implications of the values for practice, programs,  
7 and systems.

8 7.4 CONTRACTOR staff shall be mentored and coached on an ongoing basis  
9 by experienced peers to ensure high-quality implementation of the values and  
10 processes of Wrap OC.

11 7.5 CONTRACTOR shall develop clear priorities for the implementation of  
12 coordinated and collaborative training opportunities with the broader system-  
13 of-care partners to ensure alignment on service direction, implementation, and  
14 training content.

15 7.6 CONTRACTOR shall participate in the development of training  
16 materials and the provision of training as part of the Wrap OC Training  
17 Committee. CONTRACTOR shall also participate in the development of additional  
18 training materials and additional training for Wrap OC Provider Agency staff  
19 and COUNTY staff, as may be required by the ADMINISTRATOR.

20 7.7 CONTRACTOR shall ensure that each Care Coordinator, Parent Partner,  
21 and Youth Partner attends service coordination meetings provided by the Wrap OC  
22 Support Services provider.

23 8. REPORTING

24 8.1 In addition to reporting requirements referenced in Paragraph 37 of  
25 this Agreement, CONTRACTOR shall establish procedures, as approved by  
26 ADMINISTRATOR, to document fiscal and service delivery data regarding Wrap OC.

27 8.2 CONTRACTOR shall submit to ADMINISTRATOR Wrap OC data in formats  
28 that shall include, but are not limited to, monthly and year-to-date summaries



1 as well as fiscal and service delivery data.

2 8.3 CONTRACTOR shall enter required data into ADMINISTRATOR's database  
3 system by the tenth (10th) day of the following month for preceding month's  
4 data. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to modify the  
5 frequency of reports submitted to ADMINISTRATOR.

6 8.4 Wraparound Phase and Progress Report

7 8.4.1 CONTRACTOR shall enter and maintain current data in  
8 ADMINISTRATOR's database system to generate accurate reports, which include,  
9 but are not limited to, the following:

10 8.4.1.1 Participant's first and last name;

11 8.4.1.2 Name of Care Coordinator, Parent Partner, and  
12 Youth Partner assigned to each Participant's case;

13 8.4.1.3 The current Wrap OC phase, as described in  
14 Subparagraph 2.12 of this Exhibit A, of the Participant's case;

15 8.4.1.4 The date(s) the first face-to-face meeting(s)  
16 occurred between the Participant and/or the Participant's family and the Care  
17 Coordinator, Parent Partner and Youth Partner;

18 8.4.1.5 The date(s) the most recent face-to-face  
19 meeting(s) between the Participant and/or the Participant's family and the Care  
20 Coordinator, Parent Partner and Youth Partner occurred during the month;

21 8.4.1.6 The frequency with which face-to-face meetings  
22 between the Participant and/or the Participant's family and the Care  
23 Coordinator, Parent Partner and Youth Partner occurred during the month;

24 8.4.1.7 The date and version number of the current POC  
25 or POC Addendum;

26 8.4.1.8 A notation as to whether the Participant's  
27 case is CalWORKs related;

28 8.4.1.9 The name of each Care Coordinator, the number

1 and names of Participants and Participants' families, and number of Wrap OC  
2 Referral Slots assigned to each specific Care Coordinator;

3 8.4.1.10 The name of each Parent Partner, the number  
4 and names of Participants and Participants' families, and number of Wrap OC  
5 Referral Slots assigned to each specific Parent Partner;

6 8.4.1.11 The name of each Youth Partner and the number  
7 and names of Participants assigned to each specific Youth Partner;

8 8.4.1.12 The name of each TFCO-OC Youth Partner and the  
9 number and names of Participants assigned to each specific TFCO-OC Youth  
10 Partner;

11 8.4.1.13 The name of each Wraparound Supervisor and the  
12 number of Parent Partners, Care Coordinators, and Youth Partners supervised by  
13 each specific Wraparound Supervisor;

14 8.4.1.14 The number of cases for which contact between  
15 Care Coordinator/Parent Partner/Youth Partner and Participant and/or  
16 Participant's family was initiated within three (3) business days of case  
17 assignment to Provider;

18 8.4.1.15 The name of each TFCO-OC Youth Partner and the  
19 number and names of TFCO-OC Participants assigned to each TFCO-OC Youth Partner;

20 8.4.1.16 The number of Emergency CFT meetings and Wrap  
21 CFT meetings held during the month;

22 8.4.1.17 A description of Provider's progress in  
23 implementing each Participant's specific Wrap OC Phase, the success and/or  
24 shortfalls in implementation, and strategies for improvement;

25 8.4.1.18 A list of all informal supports and community  
26 resources identified and made available to Participants and Participants'  
27 families, the successes and failures in obtaining and/or incorporating said  
28 supports, and resources, and strategies for improvement; and

1                   8.4.1.19     A list of all PNP services identified and made  
2 available to Participants and Participants' families, the successes and failures  
3 in obtaining and/or implementing services, and strategies for improvement.

4           8.5    Child Out of Home Report (COR)

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

9                   8.5.1    CONTRACTOR shall immediately, or no later than the next  
10 business day, update COR in the ADMINISTRATOR'S database system, upon the  
11 Participant's return to the home or upon receipt of information concerning  
12 Participant's whereabouts. COR information shall include, but not be limited  
13 to:

14                           8.5.1.1     Participant's name;

15                           8.5.1.2     Date of placement;

16                           8.5.1.3     Date of Legal Status Change (i.e. Ward or  
17 Dependent of the Juvenile Court and/or engaged in Family Reunification [FR],  
18 Family Maintenance [FM], Voluntary Family Services [VFS], Adoption Assistance  
19 Program [AAP], etc.);

20                           8.5.1.4     Name of placement or placement facility and  
21 location of placement or placement facility; and

22                           8.5.1.5     Date Participant was removed from and/or  
23 returned to placement, as applicable.

24           8.6    Wrap OC Flex Fund Report

25                   8.6.1    CONTRACTOR shall enter all Flex Fund expenditures for the  
26 previous month into ADMINISTRATOR's database system no later than the fifteenth  
27 (15<sup>th</sup>) of each month. Flex Fund expenditure information shall include, but not  
28 be limited to, the following:

1                   8.6.1.1       Payment(s) made utilizing Flex Funds for  
2 commodities and/or services identified in each POC;

3                   8.6.1.2       The relevance of the purchase or expenditure  
4 to the POC;

5                   8.6.1.3       How the commodity and/or service(s) impacted  
6 the Participant and/or Participant's family within the POC timeframe; and

7                   8.6.1.4       The type(s) of expense(s) (e.g. food) and  
8 funding source(s) (e.g. AAP expenditure).

9           8.7   Wrap OC Outcome Measures Report

10           8.7.1   CONTRACTOR shall cooperate with ADMINISTRATOR, and/or  
11 ADMINISTRATOR's designee with the provision of Wrap OC data for the development  
12 of Outcome Measures Reports. ADMINISTRATOR shall determine parameters of  
13 required data and date(s) data is required. At a minimum, CONTRACTOR shall  
14 develop and submit to ADMINISTRATOR, in a format approved by ADMINISTRATOR,  
15 periodic reports detailing performance outcome measures including, but not  
16 limited to, Participant's success(es) and/or failure(s) in meeting Wrap OC  
17 goals. CONTRACTOR shall comply with, upon written instructions from  
18 ADMINISTRATOR, State requirements and standards for other and/or additional  
19 performance outcome measures, which may be implemented by ADMINISTRATOR or the  
20 State at any time during the term of this Agreement.

21           8.8   Wrap OC Social Services Agency (SSA) and HCA Programmatic Report

22           8.8.1   CONTRACTOR shall develop and submit to ADMINISTRATOR  
23 programmatic reports, which shall include a description of CONTRACTOR's progress  
24 in implementing the provisions of this Agreement, any pertinent facts and/or  
25 interim findings, staff changes, and reasons for any such changes. CONTRACTOR  
26 shall state whether CONTRACTOR, is or is not, progressing satisfactorily in  
27 achieving all of the terms of this Agreement and if not, shall specify what  
28 steps will be taken to achieve satisfactory progress.

1           8.9    Miscellaneous Wrap OC Reports

2           8.9.1    CONTRACTOR shall comply with ADMINISTRATOR's request for  
3 additional reports regarding the Participant's implementation and/or progress  
4 in Wrap OC. Reports shall be prepared in a format approved by ADMINISTRATOR.  
5 ADMINISTRATOR will provide details as to the nature of the information requested  
6 in additional reports, and will allow CONTRACTOR thirty (30) calendar days to  
7 respond.

8           8.10   Special Incident Report

9           8.10.1   CONTRACTOR shall complete a Special Incident Report in the  
10 event of any incidents of unusual, aggressive, and/or high-risk behavior  
11 exhibited by a Participant and/or a Participant's family member(s); any serious  
12 injuries or death suffered by any party during any Participant's and/or  
13 Participant's family's participation in Wrap OC; breach in Participant and/or  
14 Participant's family member's confidentiality; and/or a Participant and/or a  
15 Participant's family member(s) exhibit inappropriate behavior. In such  
16 event(s), CONTRACTOR shall:

17                   8.10.1.1    Use the Special Incident Report form provided  
18 by ADMINISTRATOR and state all details of the incident clearly and completely,  
19 including actions taken;

20                   8.10.1.2    Notify   ADMINISTRATOR,   or   designee,   by  
21 telephone, immediately after learning of the occurrence;

22                   8.10.1.3    Submit   Special   Incident   Report   to  
23 ADMINISTRATOR, or designee, within twenty-four (24) hours of the special  
24 incident; and

25                   8.10.1.4    Report any and all threats of violence by the  
26 Participant and/or Participant's family member(s) to ADMINISTRATOR, or assigned  
27 designee, including the assigned DPO and/or SSW and/or MH clinician, immediately  
28 after learning of the occurrence.

1           9.     ADDITIONAL CONTRACTOR RESPONSIBILITIES

2           9.1     In addition to providing the services described in this Exhibit A,  
3     CONTRACTOR shall:

4           9.1.1     Identify the roles of licensed and unlicensed staff,  
5     registered interns, interns, volunteers, and/or student interns. The use of  
6     licensed and unlicensed staff, registered interns, interns, volunteers, and/or  
7     student interns shall require prior, written approval from ADMINISTRATOR.

8           9.1.2     Prohibit registered interns, interns, volunteers, and  
9     student interns employed under this Agreement from transporting Participants  
10    and/or Participants' families under any circumstances.

11          9.1.3     Train CONTRACTOR staff in the usage of ADMINISTRATOR's  
12    database system as instructed by ADMINISTRATOR, to collect data and generate  
13    reports regarding Wrap OC.

14          9.1.4     Identify with the Participant and the Participant's family  
15    any challenges concerning basic needs of food, shelter, housing, and clothing  
16    that the Participant and/or the Participant's family may be experiencing.

17                 9.1.4.1     The POC shall clearly list interventions  
18    and/or services, utilizing both formal and informal supports, to overcome the  
19    identified challenges.

20          9.1.5     Capitalize on opportunities to provide integrated,  
21    coordinated, and easily-accessible community resources for Participant and  
22    Participant's family, and link them to these community resources.

23                 9.1.5.1     CONTRACTOR shall follow-up to verify the  
24    Participant/Participant's family was able to obtain the needed  
25    services/resources and document its finding within ninety (90) calendar days of  
26    identifying said services/resources on the applicable POC.

27          9.1.6     State what changes took place in Participants and  
28    Participants' families.

1           9.1.7     Invite each Participant's assigned SSW, DPO, and/or MH  
2 Clinician responsible for on-going services to participate in all CFT meetings.

3           9.1.8     Require direct service staff to participate in Wrap CFT  
4 meetings, Emergency CFT meetings, Multi-disciplinary Team (MDT) meetings, and/or  
5 other CFT meetings at the request of ADMINISTRATOR. Wrap CFT, Emergency CFT,  
6 MDT, and CFT meetings may occur at COUNTY offices or at locations other than  
7 CONTRACTOR's facility.

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

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

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

27           9.1.8.4    MDTs consist of three (3) or more persons who  
28 are trained in the prevention, identification, and treatment of child abuse and

1 neglect, and qualified to provide a broad range of services related to child  
2 maltreatment. MDT meetings may require up to two (2) hours per session.

3 9.1.9 Comply with ADMINISTRATOR's conflict resolution strategy  
4 in regard to differences of opinion pertaining to the management of a  
5 Participant's case.

6 9.1.10 Ensure all CONTRACTOR staff that transport Participants  
7 and their families have a valid Class C California Driver's License with no  
8 serious traffic violations and proof of automobile insurance.

9 9.1.11 Possess and maintain a current California business license  
10 and if applicable, a valid California Group Home License or STRTP License.

11 9.1.12 Ensure the confidentiality of all information related to  
12 Participants and Participants' families. Confidentiality procedures shall meet  
13 all local, State, and federal requirements as detailed in Paragraph 31 of this  
14 Agreement. Confidentiality shall extend to both the data collected by Provider  
15 as well as any printed reports, email communication and/or other related  
16 documents. No client personally identifiable information (PII) or other data  
17 collected shall be disclosed to anyone without prior written approval of the  
18 Participant and ADMINISTRATOR. Provider shall also:

19 9.1.12.1 Utilize a secure method of email communication  
20 as directed and approved by COUNTY.

21 9.1.12.2 Utilize a procedure to ensure all client PII  
22 and records, open and closed client files, case-related notes, field documents,  
23 including personal computers, tablets, cell phones and/or other electronic  
24 devices containing such information are secured at all times.

25 9.1.13 Notify ADMINISTRATOR immediately of any breach and/or  
26 theft and/or loss of PII.

27 9.1.14 Notify ADMINISTRATOR immediately of any subpoenas received  
28 in connection with Wrap OC involving CONTRACTOR, CONTRACTOR's staff, Participant



1 and/or Participant's family.

2 9.1.15 Appear and testify at Juvenile Court hearings, when  
3 requested by ADMINISTRATOR, and comply with all confidentiality requirements  
4 related to both testimony and case records production.

5 10. FACILITIES

6 Administrative services under this Agreement shall be provided at:

7 South Coast Children's Society, Inc.  
8 dba South Coast Community Services  
9 27261 Las Ramblas, Suite 220  
Mission Viejo, CA 92691

10 10.1 CONTRACTOR shall provide Wrap OC to Participants and Participants'  
11 families in facilities and locations throughout Orange County and contiguous  
12 counties, including, but not limited to, Participants' respective residences.

13 10.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to  
14 the facility(ies) and location(s) where services are provided without changing  
15 COUNTY's maximum obligation.

16 11. HOURS OF OPERATION

17 11.1 CONTRACTOR shall provide services during hours that are responsive  
18 to the needs of the target population(s) as determined by ADMINISTRATOR. At a  
19 minimum, CONTRACTOR shall provide services Monday through Friday, from 6:30  
20 a.m. to 9:00 p.m., and on Saturdays from 9:00 a.m. to 9:00 p.m., except COUNTY  
21 holidays as established by the Orange County Board of Supervisors. At least  
22 forty percent (40%) of direct services shall be provided Monday through Friday,  
23 from 5:00 p.m. to 9:00 p.m.

24 11.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
25 schedule which is as follows: New Year's Day, Martin Luther King Day, President  
26 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day,  
27 Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and  
28

1 Christmas Day. CONTRACTOR shall obtain prior written approval from  
2 ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours  
3 listed in Subparagraph 11.1 of this Exhibit A. Any unauthorized closure shall  
4 be deemed a material breach of this Agreement, pursuant to Paragraph 18, and  
5 shall not be reimbursed.

6 11.3 CONTRACTOR is encouraged to provide the contracted services on  
7 holidays, whenever possible. Additionally, CONTRACTOR is required to be  
8 available to respond to crises and/or emergencies as may be needed on holidays.

9 11.4 CONTRACTOR shall arrange for twenty-four (24)-hour, seven (7) days  
10 a week, on-call availability for Wrap OC Participants and Participants' families  
11 to address crisis/emergency needs.

12 12. GOALS, OUTCOMES, AND STRATEGIES

13 12.1 Goals

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

18 12.1.1 CONTRACTOR shall provide supportive services to allow  
19 Participants to live safely in a family-like setting as an alternative to  
20 congregate care, STRTP, or group homes.

21 12.1.2 CONTRACTOR shall provide an individualized process,  
22 services, and supports that are family-centered, strength-based, and needs-  
23 driven for Participants and their families.

24 12.1.3 CONTRACTOR shall ensure Participant and Participant's  
25 parent(s)/caregiver(s) have access to and a voice in the design, delivery and  
26 evaluation of the Wrap OC process, interventions, services, and supports.

27 12.1.4 CONTRACTOR shall provide culturally-responsive services,  
28 which are individualized for each Participant and Participant's family's

1 culture, values, norms, strengths, needs, and preferences, and which build on  
2 the use of naturally occurring community and family supports and resources.

3 12.1.5 CONTRACTOR shall assist Participants and Participants'  
4 families' Wrap CFTs to develop individualized processes and service plans that  
5 are outcome-driven and include measurable accountability.

6 ///

7 12.2 Outcomes

8 12.2.1 Wrap OC shall be outcome-driven, and identified indicators  
9 shall accurately reflect progress toward program goals. ADMINISTRATOR will  
10 evaluate CONTRACTOR based on the following outcomes:

11 12.2.1.1 A minimum of eighty percent (80%) of  
12 Participants who are living in congregate care, group homes, or STRTPs, when  
13 referred to Wrap OC, will be returned to home-like settings within forty-five  
14 (45) days of child/NMD youth's start of participation in Wrap OC.

15 12.2.1.2 A minimum of eighty percent (80%) of  
16 Participants will remain in home-like settings while participating in Wrap OC.

17 12.2.1.3 At time of closure, a minimum of eighty percent  
18 (80%) of Participants will live in families or family-like settings.

19 12.2.1.4 At time of closure, a minimum of eighty-five  
20 percent (85%) of Participants will have been linked to medical homes.

21 12.2.1.5 A minimum of seventy-five percent (75%) of  
22 Participants will not experience any substantiated allegations of abuse/neglect  
23 while participating in Wrap OC.

24 12.2.1.6 At time of closure, a minimum of seventy-five  
25 percent (75%) of Participants will have demonstrated an increase in school  
26 attendance.

27 12.2.1.7 A minimum of seventy-five percent (75%) of  
28 Family Satisfaction surveys completed will indicate a satisfactory rating of

1 eighty percent (80%) or higher.

2 12.3 Strategies

3 12.3.1 CONTRACTOR's Wraparound Supervisors, Care Coordinators,  
4 Parent Partners, and Youth Partners shall administer pre- and post-tests, in a  
5 format approved and as requested by ADMINISTRATOR.

6 12.3.2 CONTRACTOR shall measure the outcomes of interventions  
7 provided to Participant and Participant's family.

8 12.3.3 CONTRACTOR shall clearly document improvements in the  
9 Participants' and Participants' families' level of functioning during and  
10 following Wrap OC participation.

11 12.4 ADMINISTRATOR may add, delete or otherwise modify the performance  
12 measures identified in Paragraph 12 of this Exhibit A.

13 13. QUALITY ASSURANCE/QUALITY CONTROL

14 13.1 CONTRACTOR shall establish and utilize a comprehensive Quality  
15 Control Plan (QCP) in a format approved by ADMINISTRATOR, to monitor the level  
16 of program service and quality. CONTRACTOR shall submit a QCP that shall be  
17 effective on the Agreement start date, and shall be updated and resubmitted for  
18 ADMINISTRATOR approval when changes occur. The QCP will include, but not be  
19 limited to, the following:

20 13.1.1 The method for ensuring the services, deliverables, and  
21 requirements defined in the Agreement are being provided at, or above, the level  
22 of Wrap OC quality standards;

23 13.1.2 The method for assuring that all staff rendering services  
24 under this Agreement meet the required qualifications;

25 13.1.3 The method for identifying and preventing deficiencies in  
26 the quality of service as defined by ADMINISTRATOR's policy; and

27 13.1.4 The method for providing ADMINISTRATOR with a copy of  
28 CONTRACTOR's case reviews, a clear description of, and corrective action taken,

1 to resolve identified problems.

2 13.2 CONTRACTOR shall also:

3 13.2.1 Participate with ADMINISTRATOR in the planning, design,  
4 and implementation of a Quality Assurance Program;

5 13.2.2 Participate in Quality Assurance/Quality Improvement  
6 studies/activities as required by Wraparound Oversight Group (WOG) or WRIT; and

7 13.2.3 Meet monthly with ADMINISTRATOR to discuss trends and  
8 resolve Wrap OC practice and process issues identified through the Quality  
9 Assurance Program.

10 14. UTILIZATION REVIEW

11 14.1 In addition to audit requirements outlined in Paragraph 24 of the  
12 Agreement, CONTRACTOR shall allow SSA Children and Family Services (CFS)  
13 Wraparound Liaisons, Quality Assurance, PNP Coordinators, SSA Contract  
14 Administrators, HCA Wraparound Liaison(s), HCA Contract Administrator(s),  
15 Probation Liaisons, Parent Partner Representative and Support Network  
16 Representative to access Participant files for Utilization Reviews (URs), to  
17 assess and evaluate CONTRACTOR's documentation, records, and performance.  
18 ADMINISTRATOR shall determine frequency of reviews.

19 14.2 CONTRACTOR shall make available, within five (5) days from the date  
20 of request by ADMINISTRATOR, a random and/or predetermined selection of  
21 CONTRACTOR's case records for those Participants referred by ADMINISTRATOR.  
22 The review shall include, but will not be limited to, an evaluation of the  
23 necessity and appropriateness of services provided, length of services,  
24 timeliness of required reports, and completeness of Participant records. Cases  
25 to be reviewed shall be selected by ADMINISTRATOR.

26 14.3 ADMINISTRATOR may conduct a UR at CONTRACTOR'S facility referenced  
27 in Paragraph 10 of this Exhibit A, with date and time determined at  
28 ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written

1 feedback regarding the UR findings. CONTRACTOR shall comply with the findings  
2 of the UR and take corrective action accordingly.

3 14.4 In the event CONTRACTOR, ADMINISTRATOR and/or ADMINISTRATOR's  
4 designee are unable to resolve differences of opinion regarding the necessity  
5 and appropriateness of services and length of services, the dispute shall be  
6 submitted to COUNTY's CFS Director for final resolution. Nothing in this  
7 subparagraph shall affect COUNTY's termination rights under Paragraph 42 of the  
8 Agreement.

9 15. MEETINGS

10 15.1 CONTRACTOR shall attend regularly scheduled meetings with  
11 ADMINISTRATOR and other Wrap OC Provider Agency staff, including but not limited  
12 to:

13 15.1.1 Training Committee Meetings, which are scheduled monthly  
14 for one-and-a-half to two (1½-2) hours to review training needs and upcoming  
15 training(s);

16 15.1.2 Monthly Wrap OC Provider Agency Meetings, as scheduled by  
17 ADMINISTRATOR;

18 15.1.3 WRIT meetings, which are currently scheduled every  
19 Wednesday, to review and discuss POCs and case assignments;

20 15.1.4 Quality Assurance quarterly and/or monthly meetings;

21 15.1.5 Technical Assistance Meetings, which are held quarterly or  
22 as determined by ADMINISTRATOR and/or requested by CONTRACTOR, to meet the needs  
23 for technical assistance; and

24 15.1.6 COUNTY WOG or WRIT monthly meetings to discuss trends, and  
25 to discuss and resolve any Wrap OC Support Service issues.

26 16. INVOICING

27 16.1 In accordance with Subparagraph 19.3 of the Agreement, CONTRACTOR  
28 shall submit invoices and supporting documentation to ADMINISTRATOR no later

1 than the fifteenth (15<sup>th</sup>) calendar day of the month following service delivery.  
 2 Supporting documentation to accompany invoices shall include, but is not limited  
 3 to:

4 16.1.1 A completed report listing Flex Fund expenditures for each  
 5 Participant served during the month;

6 16.1.2 The new or revised POC developed for each Participant  
 7 served during the month;

8 16.1.3 All applicable Flex Fund Requests and backup  
 9 documentation;

10 16.1.4 A detailed list of applicable SSA costs in a format  
 11 approved by ADMINISTRATOR; and

12 16.1.5 A copy of the HCA expenditure/revenue/staffing report for  
 13 the month services are provided.

14 16.2 It is mutually understood that ADMINISTRATOR may, at its sole  
 15 discretion, delay processing invoices for payment until all supporting  
 16 documentation referenced in Subparagraph 16.1 of this Exhibit A is submitted to  
 17 ADMINISTRATOR.

18 17. BUDGET

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

<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>4.00</u>	<u>D</u>	<u>\$37.54</u>	
<u>Care Coordinator<sup>(4)</sup></u>	<u>12.0</u>	<u>D</u>	<u>22.50</u>	
	<u>0</u>			
<u>Parent Partner<sup>(4)</sup></u>	<u>12.0</u>	<u>D</u>	<u>19.00</u>	
	<u>0</u>			
<u>Youth Partner<sup>(4)</sup></u>	<u>12.0</u>	<u>D</u>	<u>21.00</u>	
	<u>0</u>			
<u>Program Director</u>	<u>1.00</u>	<u>A</u>	<u>43.27</u>	

Quality Assurance/Billing		<u>25.00</u>
	<u>1.00</u>	<u>A</u>
<u>TOTAL SALARIES</u>		<u>\$1,881,18</u>
<u>BENEFITS<sup>(5)</sup></u>		<u>4</u> <u>375,751</u>
<u>TOTAL SALARIES AND BENEFITS</u>		<u>\$2,256,93</u>
<u>SERVICES, SUPPLIES AND OPERATING EXPENSES<sup>(6)</sup></u>		<u>5</u> <u>\$</u> <u>331,553</u>
<u>INDIRECT COSTS<sup>(7)</sup> (13%)</u>		<u>\$</u> <u>336,512</u>
<u>TOTAL SALARIES, BENEFITS, SERVICES, SUPPLIES,</u> <u>OPERATING EXPENSES, AND INDIRECT COSTS</u>		<u>\$2,925,00</u> <u>0</u>
<u>WRAPAROUND FLEX FUNDS<sup>(8)</sup></u>		<u>\$</u> <u>325,000</u>
<u>TOTAL ANNUAL BUDGET</u>		<u>\$3,250,00</u> <u>0</u>

<sup>(1)</sup> For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this 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>(2)</sup> 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.

<sup>(3)</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>(4)</sup> A minimum of fifty percent (50%) of Direct service positions shall be filled with bilingual staff.

<sup>(5)</sup> 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 nineteen and fifty-five hundredths percent (19.55%) of the actual salary expense claimed for direct service, positions and twenty-five and seventeen hundredths percent (25.17%) of the actual salary expense claimed for administrative service positions.

<sup>(6)</sup> Services and Supplies include costs for program expenses such as office expenses and telephone; mileage as limited to the amount allowed by IRS; advertising and recruitment; and training.

<sup>(7)</sup> 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 thirteen percent (13%) of total gross program costs.

<sup>(8)</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 written approval by ADMINISTRATOR.

<u>SALARIES</u>	<u>FTE<sup>(1)</sup></u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
<b><u>DIRECT SERVICE POSITIONS</u></b>				
<del>Wraparound Supervisor</del>	<del>2.00</del>	<del>35.54-36.54</del>	<del>36.54</del>	<del>152,007</del>
<del>Wraparound Supervisor (bi-lingual)</del>	<del>2.00</del>	<del>36.54-37.54</del>	<del>37.54</del>	<del>156,166</del>
<del>Care Coordinator</del>	<del>6.00</del>	<del>20.50-21.50</del>	<del>21.50</del>	<del>268,320</del>
<del>Care Coordinator (bi-lingual)</del>	<del>6.00</del>	<del>21.50-22.50</del>	<del>22.50</del>	<del>280,800</del>
<del>Parent Partner</del>	<del>6.00</del>	<del>17.00-18.00</del>	<del>18.00</del>	<del>224,640</del>

1	<del>Parent Partner</del>	<del>6.00</del>	<del>18.00-19.00</del>	<del>19.00</del>	<del>237,120</del>
	<del>(bi-lingual)</del>				
2	<del>Youth Partner</del>	<del>6.00</del>	<del>19.00-20.00</del>	<del>20.00</del>	<del>249,600</del>
3	<del>Youth Partner</del>	<del>6.00</del>	<del>20.00-21.00</del>	<del>21.00</del>	<del>262,080</del>
	<del>(bi-lingual)</del>				
4	<del>_____ SUBTOTAL DIRECT SERVICE SALARIES</del>				<del>\$1,830,733</del>
5	<del>LESS STAFF VACANCIES (5% SUBTOTAL)</del>				<del>(91,549)</del>
6	<del>DIRECT SERVICE BENEFITS<sup>(3)</sup> (19.55% TOTAL)</del>				<del>340,010</del>
7	<del>_____ TOTAL DIRECT SALARIES AND BENEFITS</del>				<del>\$2,079,194</del>
8	<u>ADMINISTRATIVE POSITIONS</u>				
9	<del>Program Director</del>	<del>1.00</del>	<del>42.27-43.27</del>	<del>43.27</del>	<del>90,000</del>
10	<del>Quality Assurance/Billing</del>	<del>1.00</del>	<del>24.00-25.00</del>	<del>25.00</del>	<del>52,000</del>
	<del>_____ SUBTOTAL ADMINISTRATIVE SALARIES</del>				<del>\$142,000</del>
11	<del>ADMINISTRATIVE SERVICE BENEFITS<sup>(3)</sup> (25.17% TOTAL)</del>				<del>35,741</del>
12	<del>_____ SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS</del>				<del>\$177,741</del>
13	<del>_____ TOTAL ALL SALARIES AND BENEFITS</del>				<del>\$2,256,935</del>
14	<u>SERVICES AND SUPPLIES</u>				
15	<del>Office Expense</del>				<del>21,536</del>
16	<del>Program Expense</del>				<del>10,911</del>
17	<del>Telephone</del>				<del>48,000</del>
18	<del>Mileage<sup>(5)</sup></del>				<del>70,000</del>
19	<del>Advertising/Recruitment</del>				<del>5,200</del>
20	<del>Training</del>				<del>4,800</del>
	<del>_____ SUBTOTAL SERVICES AND SUPPLIES</del>				<del>\$160,447</del>
21	<u>OPERATING EXPENSES</u>				
22	<del>Facility Lease/Rental</del>				<del>120,653</del>
23	<del>Equipment Lease/Rental</del>				<del>27,736</del>
	<del>Insurance</del>				<del>13,603</del>
	<del>Electronic Medical Record Fees</del>				<del>9,114</del>
24	<del>_____ SUBTOTAL OPERATING EXPENSES</del>				<del>\$171,106</del>
25	<del>_____ SUBTOTAL SALARIES, BENEFITS,</del>				
	<del>SUPPLIES AND OPERATING EXPENSES</del>				<del>\$2,588,488</del>
26	<del>INDIRECT COSTS<sup>(4)</sup> (13%)</del>				<del>\$336,512</del>
27	<del>_____ SUBTOTAL SALARIES, BENEFITS,</del>				
	<del>SUPPLIES, OPERATING EXPENSES, AND</del>				<del>\$2,925,000</del>
28	<del>_____ INDIRECT COSTS</del>				

<del>WRAPAROUND FLEX FUNDS<sup>(6)</sup></del>	<del>\$325,000</del>
<del>————— TOTAL ANNUAL BUDGET (7/1 – 6/30) —————</del>	<del>\$3,250,000</del>

~~<sup>(1)</sup> For hourly employees, Full Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this 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>(2)</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>(3)</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 nineteen point fifty five percent (19.55%) of the actual salary expense claimed for direct services, and twenty five point seventeen percent (25.17%) of the actual salary expense claimed for administrative services.~~

~~<sup>(4)</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>(5)</sup> Mileage is limited to the amount allowed by IRS.~~

~~<sup>(6)</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.~~

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.

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

1 that staff coverage is maintained, including all on-call assignments.

2 18.2.3 Maintain cooperative and effective working relationships  
3 with Wrap OC staff to provide maximum support to Participants and families.

4 18.2.4 Provide clarification, direction, support and emergency  
5 crisis management to direct services staff, twenty-four (24) hours a day, seven  
6 (7) days a week, including holidays, utilizing an on-call system after normal  
7 business hours.

8 18.2.5 Participate in mandatory training and ensure Wrap OC staff  
9 participate in mandatory trainings as determined by COUNTY.

10 18.2.6 Provide a periodic, as determined by ADMINISTRATOR, review  
11 of randomly sampled POCs using the audit tool provided by ADMINISTRATOR.

12 18.2.7 Attend quarterly QA meetings with COUNTY's Wrap OC Program  
13 Administrator.

14 18.2.8 Attend monthly WRIT and POC presentations, and all monthly  
15 Wrap OC Institute Trainings.

16 18.2.9 Review Individual Service Reports (ISR) for accuracy and  
17 submit to County by the contractual deadline.

18 18.2.10 Review Wrap OC expenditure forms and invoices for accuracy  
19 and submit to ADMINISTRATOR by the contractual deadline.

20 18.2.11 Facilitate, or designate a Supervisor to facilitate,  
21 regular Medi-Cal documentation trainings to all Wrap OC Providers, to ensure  
22 understanding of compliant Medi-Cal documentation and provide updates on  
23 documentation changes per HCA.

24 18.2.12 Monitor staff's Medi-Cal billing productivity to ensure  
25 monthly agreed-upon, Direct Service Hours or Units of Service, expectations are  
26 met.

27 18.2.13 Monitor and review Medi-Cal billing and IRIS input to  
28 ensure agreement between units of service reported to HCA and ADMINISTRATOR.

1                   18.2.14 Monitor and review HCA monthly expenditure/revenue report  
2 to ensure agreement between units of service and cost of services reported to  
3 HCA and ADMINISTRATOR.

4                   18.2.15 Review and verify Flex Fund usage procedures are in  
5 compliance with CONTRACTOR's established fiscal strategies, and approve Flex  
6 Fund expenditures in excess of five hundred dollars (\$500) per expense.

7                   18.2.16 Be responsible for timely and accurate collection and  
8 submission of monthly reports and outcome evaluation data, as requested by  
9 ADMINISTRATOR.

10                  18.2.17 Monitor and maintain ongoing and/or annual required  
11 background checks and clearances of all Wrap OC staff.

12                  18.2.18 Ensure professional boundaries are established and  
13 maintained between staff and Participants and/or Participants' families.

14                  18.2.19 Adhere to the Wrap OC Rules of Conduct as required by  
15 CONTRACTOR and ADMINISTRATOR.

16                   Qualifications

17                  18.2.20 Master's degree in psychology, sociology, social work or  
18 a related field from an accredited college or university;

19                  18.2.21 Licensed or license-eligible Marriage and Family Therapist  
20 (MFT)/ Licensed Clinical Social Worker (LCSW) preferred;

21                  18.2.22 Three (3) years related counseling experience in addition  
22 to one (1) year supervisory and administrative experience;

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

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

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

1 ///

2 ///

3 18.3 Wraparound Supervisor

4 Duties

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

8 18.3.2 Maintain cooperative and effective working relationships  
9 with staff in order to provide maximum 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 monthly  
13 Wrap OC Institute Trainings.

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

18 18.3.6 Ensure that all documents and procedural forms are signed  
19 and submitted to WRIT and/or Medi-Cal, as may be appropriate, within designated  
20 time frames.

21 18.3.7 Ensure accuracy and timeliness of POC and all other  
22 documents requiring Wraparound Supervisor's signature and/or approval.

23 18.3.8 Notify ADMINISTRATOR of changes in Wrap CFT composition,  
24 through the update of the phases and Progress Reports.

25 18.3.9 Maintain accountability for all Wrap OC Policies and  
26 Procedures as provided by WOG and/or WRIT.

27 18.3.10 Provide orientation and training in Wrap OC to all new  
28 Care Coordinators, Parent Partners, and Youth Partners.

1           18.3.11 Facilitate, or assist the Director to facilitate, regular  
2 Medi-Cal documentation trainings to all Wrap OC Providers, to ensure  
3 understanding of compliant Medi-Cal documentation and provide updates on  
4 documentation changes per HCA.

5           18.3.12 Monitor service utilization, review monthly reports and  
6 POCs/ Safety Plans, and provide feedback to Care Coordinators.

7           18.3.13 Monitor Flex Fund expenditures, the County's database  
8 system entries and reports for accuracy.

9           18.3.14 Monitor situation(s) in which Participant(s) may be at-  
10 risk of placement disruption and ensure timely submission of COR.

11           18.3.15 Monitor and report to County all Care Coordinator, Parent  
12 Partner and Youth Partner activities if called to testify in Juvenile Court  
13 and/or if Wrap OC records are subpoenaed.

14           18.3.16 Conduct regular meetings with Care Coordinators, Parent  
15 Partners and Youth Partners to share information regarding Wrap OC issues and/or  
16 the status of involvement with individual Participants and/or Participant's  
17 families, including a minimum of one (1) hour per week of individual supervision,  
18 and regular team group supervision. Individual supervision shall include ongoing  
19 feedback and support regarding each Care Coordinator, Parent Partner and Youth  
20 Partner's strengths as well as areas requiring improvement.

21           18.3.17 Provide Care Coordinators, Parent Partners and Youth  
22 Partners with tools to maximize safety; i.e., cell phones/pagers, training on  
23 community safety, and remain receptive to Care Coordinators, Parent Partners  
24 and Youth Partners' needs concerning community safety.

25           18.3.18 Provide supervision, direction, support, and emergency  
26 crisis management to CONTRACTOR's direct service staff twenty-four (24) hours  
27 a day, seven (7) seven days a week, including holidays, utilizing an on-call  
28 system after normal direct-services hours.



1 18.3.19 Participate in mandatory trainings and ensure that Care  
2 Coordinators, Parent Partners and Youth Partners also participate in mandatory  
3 trainings as determined by ADMINISTRATOR.

4 18.3.20 Provide coverage for Care Coordinators, Parent Partners  
5 and Youth Partners, as needed.

6 18.3.21 Attend one (1) Participant and Wrap CFT meeting per Care  
7 Coordinator per month and utilize form approved by ADMINISTRATOR, to ensure  
8 adherence to the Wrap OC process and to provide staff with behavioral feedback.

9 18.3.22 Assist Care Coordinators, Parent Partners and Youth  
10 Partners in empowering Wrap CFTs; i.e., building on Participant and  
11 Participant's family strengths, meeting Participants and Participants'  
12 families' needs, and assisting Participants and Participants' families in  
13 utilizing community resources.

14 18.3.23 Conduct meetings, to include Emergency CFTs, with Wrap CFT  
15 members to solve challenging issues, as needed.

16 18.3.24 Provide Care Coordinators, Parent Partners and Youth  
17 Partners with ongoing assistance to work through crisis situations as well as  
18 day-to-day trouble shooting.

19 18.3.25 Review all Participant cases pending conclusion with the  
20 Care Coordinator assigned to the case, and ensure adequate transition planning.

21 18.3.26 Conduct regular performance evaluations for staff assigned  
22 for supervision.

23 18.3.27 Ensure professional boundaries are established and  
24 maintained between staff and Participants and/or Participants' families.

25 18.3.28 Complete all necessary required Medi-Cal documentation for  
26 services to all Medi-Cal eligible Participants.

27 18.3.29 Review and approve requests for Flex Fund expenditures, as  
28 indicated on the POC and Family Budget.

1 18.3.30 Review and verify Flex Fund usage procedures are in  
2 compliance with CONTRACTOR's established fiscal strategies.

3 18.3.31 Review Wrap OC and Medi-Cal case notes, including Notes to  
4 Chart located in Medi-Cal notes for services not billable to Medi-Cal, for  
5 families served by Care Coordinators under supervision.

6 18.3.32 Review all documentation prepared by Care Coordinators,  
7 Parent Partners and Youth Partners under supervision, for services provided by  
8 Wrap OC and Medi-Cal.

9 18.3.33 Review program documentation to ensure accuracy and  
10 adherence to the Wrap OC process.

11 18.3.34 Participate in a minimum of six (6) "Professional Growth  
12 for Wraparound Supervisors" trainings each year, as offered by ADMINISTRATOR.

13 18.3.35 Adhere to the Wrap OC Rules of Conduct as required by  
14 CONTRACTOR and ADMINISTRATOR.

15 Qualifications

16 18.3.36 Master's degree in social work, psychology, nursing,  
17 occupational therapy, or a related field from an accredited college or  
18 university;

19 18.3.37 Licensed or license-eligible MFT or LCSW;

20 18.3.38 One (1) year of experience in human services, preferably  
21 case management;

22 18.3.39 One (1) year of experience in care coordination or similar  
23 experience;

24 18.3.40 One (1) year of experience working with target population  
25 as defined in Paragraph 1 of this Exhibit A; and

26 18.3.41 Possess a valid California Driver's License and proof of  
27 automobile insurance.

28 18.4 Care Coordinator

Duties

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

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

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

18.4.4 Collaborate with the referring parties, Parent Partners, Participants and Participant's parent(s)/caregiver(s) to ensure every Participant is linked to a medical home.

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

18.4.6 Provide or secure support and crisis/emergency services for the Participant and/or the Participant's Wrap CFT, including services available through the PNP. Said support and crisis/emergency services may be provided through face-to-face contact, phone contact, and/or staff availability

1 by mobile or other on-call system.

2 18.4.7 Ensure that the Participant and the Participant's Wrap CFT  
3 are involved in all phases of determining the goals and needs to be identified  
4 in the POC.

5 18.4.8 Discuss the provision and quality of activities actually  
6 provided with the Participant and the Participant's Wrap CFT, and ensure that  
7 activities are responsive to goals and needs identified in the POC.

8 18.4.9 Meet with Participant when scheduled and immediately  
9 notify the Participant and the Participant's parent/caregiver, via telephone,  
10 when a change in scheduling or a cancellation is unavoidable.

11 18.4.10 Modify the POC whenever services or resources need to be  
12 added, modified, and/or deleted.

13 18.4.11 Act as a liaison for the Participant and the Participant's  
14 Wrap CFT when new services and/or resources need to be sought and/or developed.

15 18.4.12 Provide transportation for Participant(s) and/or  
16 Participant's family to/from appointments and/or to access services as required.  
17 Participant's parent(s), caregiver(s), or other responsible adult identified by  
18 the Wrap CFT must accompany the Participant unless approved in advance by the  
19 Wraparound Supervisor or Wraparound Director.

20 18.4.13 Maintain cooperative and effective working relationships  
21 with each CFT's Parent Partner and Youth Partner, referring agency  
22 representative(s), educational liaisons, and/or other formal and/or informal  
23 supports, in order to provide maximum support to Participants and families.

24 18.4.14 Ensure professional boundaries are established and  
25 maintained between Care Coordinator and Participants and/or Participants'  
26 families.

27 18.4.15 Provide supervision, direction, support, and/or emergency  
28 crisis management to Parent Partners and Youth Partners, twenty-four (24) hours

1 a day, seven (7) days a week, including holidays, utilizing an on-call system  
2 after normal business hours.

3 18.4.16 Complete all required Medi-Cal documentation for services  
4 to all Medi-Cal eligible Participants.

5 18.4.17 Complete all necessary documentation required by COUNTY,  
6 including completing and inputting required data into ADMINISTRATOR's database  
7 system and/or IRIS, and participation in the Wraparound Fidelity Index (WFI)  
8 process.

9 18.4.18 Maintain accurate information, ensuring that Participant  
10 and family demographic information is updated at all times.

11 18.4.19 Participate in all meetings and training sessions as  
12 required by WOG and/or WRIT.

13 18.4.20 Participate in Quality Assurance/Quality Improvement  
14 studies as required by WOG and/or WRIT.

15 18.4.21 Participate in a minimum of six (6) Professional Growth  
16 for Care Coordinators trainings each year and attend all monthly Wrap OC  
17 Institute Trainings, as offered by ADMINISTRATOR.

18 18.4.22 Adhere to the Wrap OC Rules of Conduct as required by  
19 CONTRACTOR and ADMINISTRATOR.

20 Qualifications

21 18.4.23 Bachelor's degree in social work, psychology, nursing,  
22 occupational therapy, or a related field from an accredited college or  
23 university;

24 18.4.24 One (1) year of experience in human services, preferably  
25 case management;

26 18.4.25 One (1) year of experience working with target population  
27 as defined in Paragraph 1 of this Exhibit A; and

28 18.4.26 Possess a valid California Driver's License and proof of

1 automobile insurance.

2 18.5 Parent Partner

3 Duties

4 18.5.1 Provide “one-to-one” interaction with Participant’s family  
5 in Wrap OC and/or with NMD. The level of “hands-on” interaction will depend  
6 upon the individual needs 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 their respective voices and  
9 choices and ownership of their goals, as stated and agreed upon by the  
10 Participant and the Participant’s family and Wrap CFT, and as documented in the  
11 Participant’s POC and Safety Plan.

12 18.5.3 Collaborate with Care Coordinators, referring parties,  
13 Participants and Participant’s parent(s)/caregiver(s) to ensure that each  
14 Participant and Participant’s siblings, as applicable, are linked to medical  
15 homes.

16 18.5.4 Perform other duties in support of the Wrap OC Program as  
17 assigned, including participation in the WFI process.

18 18.5.5 Be available to provide telephone support and crisis de-  
19 escalation to Participant’s family and/or NMD twenty-four (24) hours a day,  
20 seven (7) seven days a week, including holidays, through an on-call system after  
21 normal direct-services hours.

22 18.5.6 Meet with Participant’s family and/or NMD outside of Wrap  
23 CFT meetings to support, empower and assist/coach the Participant’s family  
24 and/or NMD in identifying, selecting, and completing interventions and/or  
25 activities.

26 18.5.7 As determined by Wrap CFT, assist the NMD in becoming  
27 involved in academic, social and recreational activities; identifying and  
28 developing skills required to develop a resume, conduct a job search and obtain

1 employment: locating and obtaining housing; identifying and working toward or  
2 completing educational goals; and identifying and developing other self-  
3 sufficiency skills. Coach the Participant to become confident and proficient  
4 in said activities and other activities of independent living skills.

5 18.5.8 Provide transportation for Participant(s) and/or  
6 Participant's family to/from appointments and/or to access services as required.  
7 Participant(s) parent(s), caregiver(s), or other responsible adult identified  
8 by the Wrap CFT must accompany the Participant unless approved in advance by  
9 the Wraparound Supervisor or Wraparound Director.

10 18.5.9 Possess a clear understanding of the Wrap OC phases,  
11 strength-based approach, and team decision making process.

12 18.5.10 Establish a temporary, professional relationship with  
13 Participant and/or Participant's family that will terminate upon commencement  
14 or discontinuance of Wrap OC.

15 18.5.11 Abstain from, providing tutoring and/or academic support  
16 to Participant and/or Participant's family. These services shall not be  
17 reimbursed.

18 18.5.12 Maintain a cooperative and effective working relationship  
19 with each Participant's Wrap CFT Care Coordinator, Youth Partner, referring  
20 parties, educational liaisons and other formal and informal supports of the  
21 Wrap CFT, to provide maximum support to families.

22 18.5.13 Assist the family in researching, identifying, developing  
23 and obtaining resources to assist the family, as needed.

24 18.5.14 Participate in a minimum of six (6) "Professional Growth  
25 for Parent Partners" training sessions each fiscal year, as offered by the  
26 Wraparound Support Services Provider, and attend all monthly Wrap OC Institute  
27 trainings and any additional training as may be required by ADMINISTRATOR.

28 18.5.15 Complete all required Medi-Cal documentation for services

1 to all Medi-Cal eligible Participants.

2 18.5.16 Maintain required paperwork and documentation.

3 18.5.17 Adhere to the Wrap OC Rules of Conduct as required by  
4 CONTRACTOR and ADMINISTRATOR.

5 Qualifications

6 18.5.18 Experience as a parent in managing the care of an immediate  
7 family member, or being the caregiver for a child/youth/NMD youth who has been  
8 involved with the COUNTY's Child Welfare Services, Probation Department or  
9 Mental Health System;

10 18.5.19 Experience working with and/or mentoring children and  
11 youth/young adults;

12 18.5.20 At least two (2) years of full-time equivalent experience  
13 (paid and/or unpaid) accessing services to address serious emotional or  
14 behavioral problems, and familiarity with community resources;

15 18.5.21 May possess personal experience and involvement with  
16 COUNTY's Child Welfare Services, Probation Department, Mental Health and/or  
17 Foster Care System; and

18 18.5.22 Possess a valid California Driver's License and proof of  
19 automobile insurance.

20 18.6 Youth Partner

21 Duties

22 18.6.1 Develop a one-to-one relationship with Participant by  
23 providing support, guidance and concrete assistance, focusing on the needs of  
24 the Participant. Youth Partner shall function as both a positive role model  
25 and an advocate for the Participant in the Participant's family or family-like  
26 system and community.

27 18.6.2 Role-model appropriate behavior and coping mechanisms, and  
28 provide guidance to help Participant gain skills, perspective and experience



1 interacting in a socially responsible manner, without the use of things such as  
2 violence, bullying, coercion, truancy, tantrums, manipulation, defiance,  
3 disrespectful behavior and/or breaking the law.

4 18.6.3 Adapt to and be flexible with changes in the Wrap OC  
5 process and its progression.

6 18.6.4 Extend assistance as stated in Subparagraph 18.6 to  
7 Participant's minor sibling(s) and/or other child(ren) in the home, as  
8 determined by the needs identified by the Wrap CFT.

9 18.6.5 Provide services in the Participant's residence, school,  
10 community settings and/or alternate sites as authorized by ADMINISTRATOR.

11 18.6.6 Conduct initial meeting with Participant and Participant's  
12 parent(s)/caregiver(s) within ten (10) calendar days of receipt of referral.

13 18.6.7 Document the discussion with Participant and Participant's  
14 parent(s)/caregiver(s) after initial meeting and after all subsequent meetings  
15 with Participant and/or Participant's parent(s)/caregiver(s), in  
16 ADMINISTRATOR's database system.

17 18.6.7.1 Collaborate with the Participant and the  
18 Participant's parent(s)/caregiver(s) and the referring parties to develop a  
19 plan with identified interventions to assist the Participant in identifying,  
20 establishing, and meeting specific educational, employment-related, social and  
21 emotional goals that are important to the Participant.

22 18.6.8 Meet with Participant as scheduled. If a change in  
23 scheduling or cancellation is unavoidable, immediately notify the Participant's  
24 parent(s)/caregiver(s) via telephone, and provide written justification in a  
25 note to the Participant's case file in the ADMINISTRATOR's database system  
26 within two (2) business days of change or cancellation.

27 18.6.9 Provide services for one-to-five (1-5) hours per week, as  
28 determined by ADMINISTRATOR to best meet the needs of Participant and

1 Participant's family.

2 18.6.10 Be available to provide telephone support and crisis de-  
3 escalation to Participants and NMDs twenty-four (24) hours a day, seven (7)  
4 seven days a week, including holidays, through an on-call system after normal  
5 direct-services hours.

6 18.6.11 Work with Participant and Participant's family to identify  
7 educational, social and recreational opportunities in the local community that  
8 meet Participant's needs and help Participant take part in said opportunities.  
9 Opportunities must be positive, pro-social activities and interventions that  
10 build self-esteem, social skills and peer relationships.

11 18.6.12 Provide one-to-one interactions with the Participant  
12 within the community.

13 18.6.13 Help the Participant and the Participant's family in  
14 identifying and locating natural supports who can help link the Participant to  
15 the community and support transition, and who will sustain the Participant once  
16 the Youth Partner's involvement ends.

17 18.6.14 Assist the Participant with: a.) developing employment  
18 skills, creating a resume, and conducting a job search, and/or identifying and  
19 building upon other independent-living skills needed to enable the Participant  
20 to become self-sufficient as applicable; and b.) providing encouragement and  
21 coaching to aid the Participant in becoming more confident and proficient in  
22 these arenas.

23 18.6.15 Teach, model and reinforce the development of age-  
24 appropriate social skills required for the development and sustaining of ongoing  
25 relationships within the Participant's family and community, i.e., peers,  
26 friends, teachers, mentors and other natural supports.

27 18.6.16 Provide a consistent, supportive environment in which the  
28 Participant can learn and practice pro-social behaviors, problem-solving, and

1 developing and demonstrating age-appropriate coping skills, and/or other  
2 independent and transitional living skills, as appropriate.

3 18.6.17 Create varied, fun and strengthening environments to  
4 reinforce the Participant's development and use of positive behaviors,  
5 activities and skills.

6 18.6.18 Provide transportation for Participant(s) and/or  
7 Participant's family to/from appointments and/or to access services as required.  
8 Participant's parent(s), caregiver(s) or other responsible adult identified by  
9 the Wrap CFT must accompany the Participant and/or sibling(s) unless approved  
10 in advance by the Wraparound Supervisor or Wraparound Director.

11 18.6.18.1 Written consent from the Participant's  
12 parent(s)/caregiver(s) is required prior to transporting the Participant and/or  
13 the Participant's sibling(s).

14 18.6.18.2 The Youth Partner shall not be authorized to  
15 pick up and/or drop off Participant and/or sibling(s) when Participant's  
16 parent/caregiver or previously authorized adult designee is not at home or at  
17 the otherwise agreed upon location. In the event the Participant's  
18 parent/caregiver or previously authorized adult designee is not present, Youth  
19 Partner shall immediately contact Wraparound Supervisor and/or CONTRACTOR's  
20 designee for assistance.

21 18.6.19 Establish and maintain professional boundaries with  
22 Participant, and encourage effective communication with Participant and between  
23 Participant and Participant's family and Wrap CFT.

24 18.6.20 Establish a temporary, professional relationship with  
25 Participant or Participant's family that will terminate upon commencement or  
26 discontinuance of Wrap OC.

27 18.6.21 Abstain from providing tutoring and/or academic support to  
28 Participant and/or Participant's family. These services shall not be

1 reimbursed.

2 18.6.22 Maintain a cooperative and effective working relationship  
3 with each Participant's Wrap CFT Care Coordinator Parent Partner, referring  
4 parties, educational liaisons, and other formal and informal supports of the  
5 Wrap CFT, to provide maximum support to Participants and Participants' families.

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

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

15 18.6.25 Complete all required Medi-Cal documentation for services  
16 to all Medi-Cal eligible Participants.

17 18.6.26 Maintain required paperwork and documentation, and  
18 complete and submit Special Incident Reports as required, as soon as possible  
19 after an incident but no later than twenty-four (24) hours after the incident.

20 18.6.27 Perform other duties in support of the Wrap OC Program as  
21 assigned, including participation in the WFI process.

22 18.6.28 Adhere to the Wrap OC Rules of Conduct as required by  
23 CONTRACTOR and ADMINISTRATOR.

24 18.6.29 Participate in training related to working with the TFCO-  
25 OC model.

26 Qualifications

27 18.6.30 Bachelor's degree in human services or a related field  
28 from an accredited college or university, or a minimum of one (1) year of

1 experience (preferably more) working with the target population as defined in  
2 Paragraph 1**Error! Reference source not found.** of this Exhibit A;

3 18.6.31 Experience working with youth and/or NMD in an employment  
4 or volunteer capacity is preferred;

5 18.6.32 Experience supporting youth in their personal development  
6 through regular interactions, leading to a supportive and trusting relationship;  
7 and

8 [18.6.33](#) Possess a valid California Driver's License and proof of  
9 automobile insurance; ~~and-~~

10 ~~18.6.33~~[18.6.34](#) Experience as a foster youth involved with the  
11 Child Welfare System and/or as a youth who successfully completed the terms of  
12 their Probation, and/or as a youth involved with the Mental Health System is  
13 preferred and highly desirable.

14 18.7 Quality Assurance & Billing

15 Duties

16 18.7.1 Assist the Program Director with CONTRACTOR continuous  
17 quality assurance and compliance for Wrap OC program.

18 18.7.2 Review documentation for accuracy and fidelity to Wrap OC  
19 program.

20 18.7.3 Monitor service utilization and referrals.

21 18.7.4 Assist Program Director to develop, utilize, and track  
22 reliable outcome measures and data.

23 18.7.5 Establish and implement monitors to ensure the accuracy  
24 and timeliness of the POC and all other documents requiring Wrap OC Supervisor  
25 approval.

26 18.7.6 Compile monthly service reports.

27 18.7.7 Attend scheduled meetings and trainings as determined by  
28 Program Director.

1 18.7.8 Assure compliance with all contract regulations regarding  
2 documentation and billing services.

3 Qualifications

4 18.7.9 High school diploma; and

5 18.7.10 Good interpersonal, written, and verbal communication  
6 skills.

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

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

EXHIBIT B  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

SOUTH COAST CHILDREN'S SOCIETY, INC.  
DBA SOUTH COAST COMMUNITY SERVICES

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 the youth such as compulsive masturbatory behavior.

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

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

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

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

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

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

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

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



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

4 1.11.1 The CFT may include:

5 1.11.1.1 Participant's parent(s);

6 1.11.1.2 Selected family members;

7 1.11.1.3 Family representative(s);

8 1.11.1.4 Resource parent(s);

9 1.11.1.5 Guardian(s);

10 1.11.1.6 Adoptive parents; and

11 1.11.1.7 Friends or other support persons who are  
12 important to the Participant.

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

15 1.11.2.1 Senior Social Worker (SSW);

16 1.11.2.2 Deputy Probation Officer (DPO);

17 1.11.2.3 Mental Health (MH) Therapist and/or Case  
18 Manager;

19 1.11.2.4 Relevant counseling or mental health  
20 representatives; and

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

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

- 1 1.12.1 Care Coordinator;
- 2 1.12.2 Parent Partner;
- 3 1.12.3 Youth Partner;
- 4 1.12.4 Wraparound Supervisor, as needed or invited;
- 5 1.12.5 Any traditional or non-traditional support system(s);
- 6 1.12.6 Significant other(s);
- 7 1.12.7 Professional supports; and
- 8 1.12.8 Natural supports.

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

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

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

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

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

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

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

3           1.20 Contiguous County: A California county that shares a border with  
4 Orange County (i.e., Los Angeles, Riverside, San Bernardino and San Diego  
5 Counties).

6           1.21 Cost of Doing Business (CODB): Expenses incurred as a routine part  
7 of conducting business and common to all providers engaged in providing similar  
8 services.

9           1.22 Crisis: A period of time when a Participant's emotional and/or  
10 functioning stability and/or current living situation is in jeopardy, possibly  
11 because of a breakdown in the Participant or Participant's family's ability to  
12 effectively and appropriately cope with a situation. A crisis might also  
13 include situations when Wrap OC Provider Agency staff determine that the  
14 Participant and/or the Participant's family requires immediate assistance, even  
15 though protective, physical control, and/or evaluation or safety-assessment  
16 measures do not appear to be necessary. Crisis services shall not be designed  
17 to provide a response to emergency situations. Examples of a crisis might  
18 include:

19           1.22.1 A Participant who refuses to take his/her prescribed  
20 medication; refuses to attend or remain in school; or is agitated and/or  
21 threatening, and/or may be at risk of losing his/her placement; or

22           1.22.2 A Participant's parent(s)/caregiver(s) who might have just  
23 finished managing one of the aforementioned crises and who might be in need of  
24 assistance with addressing their own emotional stability.

25           1.23 Crisis Assessment Team (CAT): A team that provides twenty-four  
26 (24)-hour mobile response services to any adult or youth experiencing a  
27 behavioral health crisis. Calls to provide crisis intervention to individuals  
28 living with mental health issues may come from law enforcement officers in the

1 field, ADMINISTRATOR staff, and concerned family members. CAT conducts risk  
2 assessments, initiates involuntary hospitalizations when necessary, provides  
3 resources and linkage, and conducts follow-up contacts for individuals assessed.

4 1.24 Crisis Plan: A written plan developed by a Provider Network Program  
5 Agency with the Participant, whenever possible, and the Participant's family to  
6 identify steps designed to prevent and/or deescalate a crisis; or, in the event  
7 additional interventions are necessary, to provide information to the  
8 Participant and/or the Participant's family to enable them to obtain appropriate  
9 supportive services in the community.

10 1.25 Cultural Competency: A responsive awareness and acceptance of  
11 cultural differences, an awareness of one's own cultural values; an  
12 understanding of the "dynamics of difference" in the helping process; a basic  
13 knowledge about each Participant and Participant's family's culture and the  
14 ability to adapt practice skills to fit the cultural needs of the children,  
15 youth and families.

16 1.26 Culturally Responsive: To display a general knowledge of cultural  
17 values and mores of individuals from diverse ethnic groups and the ability to  
18 adapt practice accordingly. A willingness and ability to recognize and interact  
19 responsively, respectfully, and effectively with people from diverse cultures,  
20 classes, races, ethnic groups, and religious backgrounds in a manner that  
21 recognizes, respects, affirms, and values the worth of individuals, families,  
22 and communities as well as protects the dignity of each person.

23 1.27 Dependent: A child/youth who is under the jurisdiction of the  
24 Orange County Juvenile Court as a result of abuse and/or neglect, and who is  
25 under the supervision of SSA.

26 1.28 Diagnosis: The nature of the Participant's medical disorder and/or,  
27 as it more generally applies to Wrap OC, the Participant's mental health  
28 disorder, per the most current edition of the Diagnostic and Statistical Manual

1 of Mental Disorders (DSM) published by the American Psychiatric Association.

2 1.29 Early and Periodic Screening, Diagnosis, and Treatment Program  
3 (EPSDT): Federal Medicaid (known in the State of California as Medi-Cal) law  
4 that permits a state to cover specific services necessary to address, correct  
5 and/or ameliorate a mental illness, even if the service is not otherwise included  
6 in the state's Medi-Cal Plan. EPSDT covers eligible persons age twenty-one (21)  
7 years and younger.

8 1.30 Educationally-Related Mental Health Services: Formerly known as AB  
9 3632; also known as Chapter 26.5; currently known as AB 114. Also referred to  
10 as Educationally-Required Mental Health Services or Educationally-Related  
11 Behavioral Services. The Individuals with Disabilities Education Act (IDEA)  
12 requires that schools provide the services necessary for a child/youth to  
13 benefit from/access his/her education. It also establishes procedures governing  
14 referrals of pupils to community mental health services and the responsibilities  
15 of those entities. Services might include, but not be limited to, the following:

16 1.30.1 Assessment and interpretation of mental health needs with  
17 integration of information in service planning;

18 1.30.2 Consultation with the student, family and staff to develop  
19 an appropriate program;

20 1.30.3 Individual, group, family and/or parent counseling  
21 provided by qualified social workers, psychologists, guidance counselors or  
22 other qualified personnel, including therapeutic counseling when required;

23 1.30.4 Teaching education rights' holders the skills to enable  
24 them to support implementation of a youth's Individualized Education Plan (IEP);

25 1.30.5 Positive behavior intervention, including 1:1 behavioral  
26 aides;

27 1.30.6 Assessment for and administration and management of  
28 medications; and

1.30.7 Residential placement.

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

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

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

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

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

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

1.31.5.1 Exhibit significant emotional and/or behavioral disturbance;

1.31.5.2 Require highly structured environments;

1.31.5.3 Require specialized treatment;

1.31.5.4 Exhibit behavior including, but not limited to, one or more of the following behaviors: frequent running away/AWOL, gang involvement, tagging, property destruction, self-harming, possession of deadly weapons, adjudicated sex offenders, possession of alcohol and drugs for use or sales, juvenile perpetrator, substance abuse disorder, fire starter, sexualized behavior, sexual exploitation, multiple placements, minor criminal behavior, oppositional defiant behavior, aggression, assaultive toward others,

1 educational deficiencies, habitual school truancy and/or other school-related  
2 behavior problems, post-traumatic stress, behaviors beyond the control of  
3 parent(s) and/or primary caregiver(s), recognized mild developmental disorder,  
4 significant mental health disorders, one (1) or more hospitalizations in a  
5 mental health facility, or child/youth/NMD has previously received other  
6 intensified services. In addition, child/youth/NMD may have been raised in  
7 families with multi-generational criminal justice involvement, social services  
8 involvement, and/or mental health disorders.

9 1.32 Emergency: A period of time when a Participant's immediate  
10 situation is physically threatening and medical, protective (Child Abuse  
11 Registry), law enforcement (police), and/or psychiatric evaluation measures are  
12 required. Such emergencies would include situations in which the Participant  
13 or the Participant's family member(s) become physically aggressive, suicidal,  
14 and/or report aggressive command hallucinations, etc.

15 1.33 Emergency CFT Meeting: May be held to address Participant's safety  
16 issues and placement concerns but must occur within twenty-four (24) hours of  
17 the incident that triggers the need for the meeting and/or change of  
18 circumstances.

19 1.34 Emergency Fund: Funds reserved to deal with any unanticipated  
20 emergencies experienced by individual Participants and/or Participants'  
21 families.

22 1.35 Emergency Response (ER): A program in CFS in which social workers  
23 respond to Child Abuse Registry (CAR) referrals that are determined to meet the  
24 legal definition for suspected child abuse and/or neglect. ER social workers  
25 investigate allegations of child maltreatment, assess risk and child safety,  
26 and determine whether preventative services or protective custody interventions  
27 are required.

28 1.36 Enrollment Date: The date a child/youth/NMD is enrolled in a Wrap

1 OC referral SB 163 slot.

2 1.37 Extended Foster Care (EFC) Program: Under the provision of AB 12,  
3 this program allows foster youth to remain in foster care and continue to receive  
4 foster care payment benefits (AFDC-FC payments) and services beyond age eighteen  
5 (18), as long as the foster youth meets all of the following requirements:

6 1.37.1 Meeting one (1) of five (5) participation requirements;

7 1.37.2 Living in an approved or licensed home or facility; and

8 1.37.3 Meeting other eligibility requirements.

9 1.38 Family(ies): Participant's parent(s), siblings and other relatives  
10 related to the Participant by blood, marriage, or non-relative extended family  
11 connection. Families include the adult(s) committed to a Participant and/or  
12 able to meet the Participant's needs. In most cases, the family will be the  
13 Participant's birth family or kin. In some cases, it might include a step-  
14 parent or blended family that has a significant healthy attachment. In other  
15 cases, it will be an adoptive family or a Resource (formerly known as foster)  
16 family with the potential to become a permanent family for the Participant. In  
17 rare circumstances, a family must be developed. In most cases, the Participant  
18 will be able to identify the family that has a commitment to the Participant or  
19 that has the potential to develop a commitment. This may include extended  
20 family or others who are seen by the Participant as significant and supportive.

21 1.39 Family-Centered: The needs of children addressed in the context of  
22 their families. Parent(s) or primary caregiver(s) will participate in all  
23 aspects of the development and implementation of the POC, support, and services,  
24 to the degree they are able and to the extent permitted by any outstanding  
25 orders of the court.

26 1.40 Family Maintenance Collaborative Services (FMCS): A voluntary CFS  
27 program for time-limited preventative services designed to: stabilize and  
28 maintain non-dependent children, who have been determined to be at high-risk of



1 child abuse or neglect, in their homes/families; promote child safety; link  
2 families to community-based resources; and reduce the need for protective  
3 custody.

4 1.41 Family Representative: Anyone who has a meaningful connection with  
5 the Participant and is seen by the Participant as significant and supportive.  
6 A family representative may include family member(s), relative(s), neighbor(s),  
7 or others who are involved with and important to the Participant, such as a  
8 football coach or school teacher.

9 1.42 Family Review Process: The method of ensuring a system of care  
10 support, quality assurance, and continuous system improvement that provides  
11 family collaboration, facilitates quality assurance and continuous system  
12 improvement, involves periodic reviews and monitoring of individual POCs and  
13 outcomes, provides systemic support at both the Participant and Participant's  
14 family's level and the system-practice level. This includes consultation  
15 between the Wrap OC Provider Agency and WRIT or its designee.

16 1.43 Family Setting: A living arrangement, which includes or will  
17 include the Participant and one or more relatives or caregivers, who are willing  
18 to participate in a strength-based process and willing to work toward  
19 permanency. This might include parents, relative placements, NREFM placements,  
20 guardianships, Resource families, or adoptive parents.

21 1.44 Flex Funds: Term used to identify the flexible use of State and  
22 County foster care funds and AAP funds needed to:

23 1.44.1 Facilitate family self-sufficiency;

24 1.44.2 Assist the family in meeting their basic needs to enable  
25 the Participant to remain with or be transitioned to their respective families  
26 or family-like settings;

27 1.44.3 Aid the Participant and/or Participant's family members in  
28 developing and implementing more appropriate coping skills and behavior; and

1           1.44.4 Enable funding to be used for individualized, intensive  
2 Wrap OC interventions and services, which include the creative use of funding  
3 to enable Participants to remain safely in the least-restrictive setting,  
4 ideally with their respective families or in family-like settings.

5           1.45 Formal Supports: System-based services and supports provided by  
6 professionals (or other individuals who are paid to care) that include a  
7 structure of requirements for which there is oversight by state or federal  
8 agencies, national professional associations, and/or the general public.

9           1.46 Health Care Agency (HCA): County of Orange Agency authorized by  
10 the State of California Medi-Cal Program to provide services, submit claims,  
11 and receive payments for Medi-Cal reimbursable activities.

12           1.47 Individual Service Report (ISR): A flex fund expenditure report,  
13 generated monthly by each Wrap OC Provider Agency, that identifies Youth  
14 Partner, Parent Partner, Care Coordinator, and all other case-specific Wrap OC  
15 costs incurred each month.

16           1.48 Individualized Services: Services tailored to the specific, unique  
17 needs of the Participant and/or Participant's family; incorporating a flexible,  
18 creative approach to treatment planning based on an assessment of needs,  
19 resources, and family strengths; and including the use of formal and informal  
20 supports and services.

21           1.49 Informal Supports: Community-based services and supports provided  
22 by individuals and/or organizations that exist or can be developed in the  
23 Participant/Participant's family's community, kinship, social and/or spiritual  
24 networks. Interventions and/or activities that utilize friends, extended family  
25 members, clergy and/or other faith-based mentors, neighbors, educators, coaches,  
26 local business persons, other persons who are not paid to care, and so forth.

27           1.50 In-Home Safety Aide (IHSA): Provider Network Program Agency  
28 paraprofessional staff who provides direct behaviorally-based, in-home parental

1 aid, and in-home monitoring services to Participants and Participants'  
2 parent/caregiver(s).

3 1.51 Intake Referral: A completed referral form, with all supporting  
4 documentation, initialed by a SSW, DPO, or MH Therapist/Case Manager to enroll  
5 a child/youth/NMD in Wrap OC.

6 1.52 Licensed Therapist: A mental health care professional who is  
7 licensed as a Licensed Clinical Social Worker (LCSW), Marriage and Family  
8 Therapist (MFT), or Psychologist Ph.D.

9 1.53 Life Area: Areas of basic human needs including: Family  
10 Relationships; Living Environment; Educational; Vocational/Work;  
11 Social/Recreational; Financial; Cultural; Emotional/Psychological;  
12 Medical/Health; Spiritual; Safety; and Legal. At its sole discretion,  
13 ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or  
14 modify the identified life areas.

15 1.54 Linkages: Relationships between CONTRACTOR and services in the  
16 community to the benefit of Participants and Participants' families.

17 1.55 Medical Home: A team-based health care delivery model of primary  
18 care to patients with a goal to obtain maximal health outcomes. Also known as  
19 the Patient-Centered Medical Home (PCMH) and typically is a Primary Care  
20 Physician, Pediatrician, or Group.

21 1.56 Multi-Disciplinary Consultation Team (MDCT): A team collaboration  
22 including representatives from SSA and HCA, and may include representatives from  
23 Probation and/or Orange County Department of Education. MDCT serves as a  
24 resource to assist families with non-dependent children/youth who are at-risk  
25 for maltreatment. It is designed to reduce the need for protective custody and  
26 out-of-home placement, and to stabilize and strengthen the family through  
27 coordination of available community-based resources and services.

28 1.57 Non-Minor Dependent (NMD): A foster child who has attained the age

1 of eighteen (18) years while in foster care and is younger than twenty-one (21)  
2 years, pursuant to WIC Section 11400(v). The NMD must meet at least one (1) of  
3 the AB 12 participation requirements and must participate in a Transitional  
4 Independent Living Plan (TILP) under the support of SSA.

5 1.58 Out-of-County: Any California county other than Orange County. May  
6 also be extended to include out-of-state as deemed necessary.

7 1.59 Parent Partner: Wrap OC Provider Agency staff who provides support  
8 to the Family Team, and the Participant's parent(s)/caregiver(s) in particular.  
9 The Parent Partner shall have personal experience (ideally as a parent) with  
10 services provided through the COUNTY's Child Welfare Services, Probation, or  
11 Mental Health System for a minor child(ren) or person(s) who may be  
12 emotionally/behaviorally disturbed.

13 1.60 Participant: A child/youth/NMD who meets the criteria for an  
14 Eligible Child as defined in this Exhibit B and has been accepted into a Pre-  
15 Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.

16 1.61 Plan Of Care (POC): A written plan, which might also include items  
17 to help the Participant and/or the Participant's family comply with any orders  
18 of the Juvenile Court (dependency and/or Probation), and developed and signed  
19 by the Family Team. POC shall include the following elements:

20 1.61.1 Participant and Participant's family's statement of overall  
21 goal(s) or vision;

22 1.61.2 Strengths of the Participant and Participant's family  
23 member(s);

24 1.61.3 Needs, as defined by specific life areas that must be met  
25 to achieve the goal(s) of the Participant and Participant's family;

26 1.61.4 Proactive and reactive Safety Plans;

27 1.61.5 Type, frequency, and duration of intervention strategies and  
28 activities;

1 1.61.6 Identification of financial responsibility for all POC  
2 components; and

3 1.61.7 Desired outcomes of Wrap OC.

4 1.62 Pre-Enrollment Date: The date the Participant is assigned to a Wrap  
5 OC Provider Agency to begin Wrap OC Program, but prior to the enrollment date.

6 1.63 Provider Network Program (PNP): A network of agencies contracted to  
7 provide diverse and tailored services through a fee-for-service and outcome-  
8 based approach, for children and families served in Wrap OC by SSA in partnership  
9 with HCA and Probation. This program is also known as Child Welfare Services  
10 Redesign Supportive Services (CWSRSS).

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

18 1.65 Quality Assurance (QA): The methods, including the use of  
19 interdisciplinary teams, established by ADMINISTRATOR to review processes,  
20 performance, and outcome measures, and identify opportunities for improvement.

21 1.66 Rate Classification Level (RCL): Formerly the level established by  
22 CDSS for a residential treatment or group home using a point system to measure  
23 the level or intensity of care and supervision required and provided. Points  
24 were based on the number of hours per child, per month, of services provided in  
25 Child Care and Supervision, Social Work Activities, and Mental Health Treatment  
26 Services.

27 1.67 Referral Slot: An allotted place in Wrap OC Program that includes  
28 an alpha-numeric identifier, which identifies the referring Agency and funding

1 status of a case, and is assigned to each Participant.

2 1.68 Safety Plan: A plan developed by the Wrap CFT, which includes the  
3 Participant and the Participant's family and/or caregiver(s), in conjunction  
4 with the POC. The Safety Plan provides the Participant and Participant's family  
5 with actions, contacts, responses, and responsibilities to respond to crises,  
6 which a child/youth/NMD or family can reasonably predict, while in Wrap OC. It  
7 also plans for Participants with histories of violence, sexual acting out,  
8 delinquency, and family members with histories of substance abuse and/or other  
9 problems. The Safety Plan shall address specific, identified behavioral issues  
10 and triggers to ensure these behaviors/triggers are mitigated and/or controlled.  
11 It also shall inform the Participant's family, all Wrap CFT members and all  
12 Wrap OC service providers, as appropriate, of these plans to ensure they are  
13 aware of and knowledgeable about how to implement the crisis management strategy  
14 and how to contact the Wrap OC Provider Agency.

15 1.69 Satisfaction Surveys: Surveys that measure Participant's,  
16 Participant's families, and the referring Wrap OC Provider Agency's overall  
17 satisfaction with Wrap OC and its specific aspects in order to recognize  
18 strengths, and identify problems and opportunities for improvement.

19 1.70 Self-Sufficiency: The ability to secure the services and supports  
20 each Participant and Participant's family needs to meet the needs of the family  
21 and its individual members, without continued assistance of Wrap OC.

22 1.71 Senate Bill (SB) 163: A bill that allows counties the flexible use  
23 of State foster care dollars designed to provide eligible children with family-  
24 based service alternatives to congregate care and also known as Wraparound  
25 Services project; uses Wraparound as the process for creating individualized  
26 services and supports for Participants and their respective families; and serves  
27 children/youth/NMDs who are currently residing in, or at risk of being placed  
28 in, congregate care or an STRTP which was formerly licensed at an RCL of ten to

1 sixteen (10-16).

2 1.72 Short-Term Residential Therapeutic Program (STRTP): A residential  
3 facility operated by a public agency or private organization and licensed by  
4 CDSS pursuant to Section 1562.01 that provides an integrated program of  
5 specialized and intensive care and supervision, services and supports,  
6 treatment, and short-term 24-hour care and supervision to children with the aim  
7 of moving the youth to a less restrictive environment within six months. The  
8 care and supervision provided by a short-term residential therapeutic program  
9 shall be nonmedical, except as otherwise permitted by law. Private short-term  
10 residential therapeutic programs shall be organized and operated on a nonprofit  
11 basis.

12 1.73 Special Incident: A significant event in Participant's life.  
13 Events may include, but are not limited to: Participant or Participant's family  
14 member's serious injury or death, occurrence of child/youth/NMD or dependent  
15 adult or elder maltreatment, hospitalization, delinquent acts, violence,  
16 property damage, Absent Without Leave (AWOL)/runaway episodes, illegal activity,  
17 and involvement with law enforcement.

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

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

1 services.

2 1.76 Technical Assistance Meeting: A structured meeting with WRIT, the  
3 referring party, and the Wrap OC Provider Agency that is requested when a Wrap  
4 OC Team has reached a challenge in the Wrap OC process with a particular family.  
5 The meeting is facilitated by WRIT and is designed to provide support and  
6 assistance in moving the Wrap OC team, including the Participant and the  
7 Participant's family, forward. It shall be attended by the referring party and  
8 his or her supervisor, the Wrap OC Team's Care Coordinator, Parent Partner,  
9 Youth Partner, Supervisor, and members of WRIT.

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

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



1           1.79 TFCO-OC Youth Partner: Wrap OC Provider Agency staff who provide  
2 consistent, reinforcing support to Participants in TFCO-OC by helping  
3 Participants learn, practice, and demonstrate pro-social behavior, problem-  
4 solving, and appropriate coping skills.

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

9           1.81 Tutoring: One-to-one instruction and academic coaching in one (1)  
10 or more academic subject(s).

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

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

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

1 prevent or reduce the need for residential placement.

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

8 1.85.1 Participant's parent(s) and/or selected family members,  
9 family representative, Resource parent or guardian;

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

12 1.85.3 Relevant counseling or mental health representatives; and

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

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

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

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

6 1.88 Wrap OC Provider Agency: A community-based organization under  
7 contract with COUNTY to implement Wrap OC to a specific number of Participants  
8 and their respective families, including siblings and parent(s)/caregiver(s).

9 1.89 Wraparound Oversight Group (WOG): A group that includes the  
10 Executive Director or Deputy Director-level representatives from SSA/CFS,  
11 HCA/Behavioral Health Services, and Probation. WOG receives reports from  
12 ADMINISTRATOR regarding program, fiscal, contract, evaluation, and training;  
13 ensures collaboration between agencies; and develops policy recommendations in  
14 keeping with Wraparound OC Plan, as approved by the County of Orange Board of  
15 Supervisors. WOG directs the reinvestment of any cost savings that may accrue  
16 as a result of Wrap OC.

17 1.90 Wraparound Review and Intake Team (WRIT): A group that includes a  
18 parent representative and representatives from SSA/CFS, HCA/Behavioral Health  
19 Services, Probation, CONTRACTOR, and Orange County Department of Education.  
20 WRIT reviews eligibility for Wrap OC, establishes the Wraparound rate per CDSS  
21 directives, and provides consultation to Wrap OC Provider Agencies in the Family  
22 Review Process.

23 1.91 Youth Partner: Wrap OC Provider Agency staff that provides  
24 consistent, reinforcing support to Participant. Youth Partner shall assist  
25 Participant(s) in learning, practicing, and exhibiting pro-social behaviors,  
26 problem solving, and appropriate coping skills; mentor youth by modeling pro-  
27 social behavior, and encourage Participants to complete their Probation  
28 requirements, as may be applicable.

1            1.92 Child and Adolescent Needs and Strengths (CANS) Assessment Tool: A  
2 child welfare assessment tool for children ages birth to twenty-one (21) adopted  
3 by the California Department of Social Services (CDSS). The assessment includes  
4 the Core 50 and Trauma domain used by CFT members to recognize trauma experienced  
5 by the family.

6            ~~1.92~~ 1.93 Resource Parent: Formerly known as foster parent(s), provide  
7 care for children who cannot live with their parents and play a supportive role  
8 in reunification. Resource Parents support the many needs of children and youth  
9 involved in out-of-home care.

10           *///*

11           *///*

12           *///*

13           *///*

14           *///*

15           *///*

16           *///*

17           *///*

18           *///*

19           *///*

20           *///*

21           *///*

22           *///*

23           *///*

24           *///*

25           *///*

26           *///*

27           *///*

28