

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

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

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SERVICES

THIS AGREEMENT, entered into this 1st day of July, ~~2013~~ 2016, 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 Services; and

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

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

WHEREAS, the amended Wraparound Orange County Plan and Memorandum of

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

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

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

TABLE OF CONTENTS

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

1 1. TERM

2 The term of this Agreement shall commence on July 1, ~~2013~~ 2016, and
3 terminate on June 30, ~~2016~~ 2017, unless earlier terminated pursuant to the
4 provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually
8 agree in writing to extend the term of this Agreement, for up to twelve (12)
9 additional months upon the same terms and conditions, provided that COUNTY's
10 maximum obligation as stated in Subparagraph 19.1 of this Agreement does not
11 increase as a result.

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

21 3.1 CONTRACTOR is and shall at all times be deemed to be an
22 independent contractor and shall be wholly responsible for the manner in which
23 it performs the services required of it by the terms of this Agreement.
24 Nothing herein contained shall be construed as creating the relationship of
25 employer and employee, or principal and agent, between COUNTY and CONTRACTOR
26 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
27 the responsibility for the acts of its employees or agents as they relate to
28 services to be provided during the course and scope of their employment.

1 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
2 entitled to any rights and/or privileges of COUNTY employees, and shall not be
3 considered in any manner to be COUNTY employees.

4 4. DESCRIPTION OF SERVICES, STAFFING

5 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
6 and supplies as described in the Exhibits to the Agreement between County of
7 Orange and South Coast Children's Society, Inc. dba South Coast Community
8 Services, for the Provision of Wraparound Orange County Services, in Exhibit A
9 and to terms and definitions described in Exhibit "B" to the Agreement Between
10 County of Orange and South Coast Children's Society, Inc. dba South Coast
11 Community Services, for the Provision of Wraparound Orange County Services,
12 both attached hereto and incorporated herein by reference: Exhibit "A"
13 relating to the Scope of Work, and Exhibit "B" relating to the Definitions.
14 CONTRACTOR shall operate continuously throughout the term of this Agreement
15 with the number and type of staff described and as required for provision of
16 services hereunder. ~~pursuant to the personnel disclosure provisions of this~~
17 ~~Agreement.~~

18 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
19 may ~~in his or her sole discretion~~, require changes in staffing allocations to
20 reflect current workload demands or service needs as long as COUNTY's maximum
21 obligation as set forth in this Agreement is not exceeded.

22 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
23 appropriate staff to attend an orientation session and subsequent training
24 sessions given by COUNTY.

25 5. LICENSES AND STANDARDS

26 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
27 required by the laws of the United States, State of California, County of
28 Orange and all other appropriate governmental agencies to ~~provide~~ perform the

1 services described in this Agreement, and agrees to maintain these licenses
2 and permits in effect for the duration of this Agreement. Further, CONTRACTOR
3 warrants that its employees shall conduct themselves in compliance with such
4 laws and licensure requirements including, without limitation, compliance with
5 laws applicable to sexual harassment and ethical behavior.

6 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
7 unless waived in whole or in part by ADMINISTRATOR, with all applicable
8 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
9 the Code of Federal Regulations (CFR); ~~implementing regulations under 2 CFR~~
10 ~~Part 200, Uniform Administrative Requirements, Cost Principles, and Audit~~
11 ~~Requirements for Referral Awards; Federal Office of Management and Budget (OMB)~~
12 ~~Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all applicable~~
13 laws and regulations of the United States, State of California, County of
14 Orange Social Services Agency and all administrative regulations, rules and
15 policies adopted thereunder as each and all may now exist or be hereafter
16 amended.

17 5.2.1 For Federally funded Agreements in the amount of \$25,000
18 or more, CONTRACTOR certifies that ~~said Agency's~~ **its** officers and/or
19 principals are not debarred or suspended from Federal financial assistance
20 programs and/or activities.

21 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

22 6.1 Delegation and Assignment:

23 In the performance of this Agreement, CONTRACTOR may neither
24 delegate its duties or obligations nor assign its rights, either in whole or
25 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 ~~(10)~~ 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
3 requiring COUNTY approval.

4 6.2 Subcontracts:

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

12 6.2.1 Subcontracts of \$25,000 or less:

13 CONTRACTOR shall develop a standard form Purchase Order,
14 subject to prior written approval of ADMINISTRATOR, to be utilized for the
15 purchase of services by CONTRACTOR when the cumulative total cost of the
16 services to be provided by any organization is anticipated to be twenty-five
17 thousand dollars (\$25,000) or less during the term of this Agreement. The
18 basis for costs incurred by any such Purchase Order(s) shall be the actual
19 cost of providing services or the usual and customary charges established by
20 the organization(s) providing the services.

21 6.2.2 Subcontracts in excess of \$25,000:

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

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

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

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

19 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

20 7.1 Form of Business Organization:

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

25 7.1.1 The form of CONTRACTOR's business organization, i.e.,
26 proprietorship, partnership, corporation, etc.

27 7.1.2 A detailed statement indicating the relationship of
28 CONTRACTOR, by way of ownership or otherwise, to any parent organization or

1 individual.

2 7.1.3 A detailed statement indicating the relationship of
3 CONTRACTOR to any subsidiary business organization or to any individual who
4 may be providing services, supplies, material or equipment to CONTRACTOR or in
5 any manner does business with CONTRACTOR under this Agreement.

6 7.2 Change in Form of Business Organization:

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

14 7.3 Real Property Disclosure:

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

20 7.3.1 The location by street address and city of any such real
21 property.

22 7.3.2 The fair market value of any such real property as such
23 value is reflected on the most recently issued County Tax Collector's tax
24 bill.

25 7.3.3 A detailed description of all existing and pending
26 agreements, with respect to the use or occupation of any such real property.
27 Such description shall include, but not be limited to:

28 7.3.3.1 The term duration of any rental, lease or license

1 agreement;

2 ~~7.3.3.2 The term duration of any rental, lease or license~~
3 ~~agreement;~~

4 7.3.3.3 The amount of monetary consideration to be paid
5 to the lessor or licensor over the term of the rental, lease or license
6 agreement;

7 7.3.3.4 The type and dollar value of any other
8 consideration to be paid to the lessor or licensor; and

9 7.3.3.5 The full names and addresses of all parties to
10 any agreement concerning the real property and a listing of liens (if any)
11 thereof, together with a listing by full names and addresses of all officers,
12 directors and stockholders of any private corporation, and a similar listing of
13 all general and limited partners of any partnership which is a party.

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

1 7.3.5 True and correct copies of all agreements with respect to
2 any such real property shall be appended to the affidavit documentation
3 described above and made a part thereof. If, during the term of this
4 Agreement, there is a change in the agreement(s) with respect to real property
5 where persons receive services, CONTRACTOR shall promptly notify
6 ADMINISTRATOR, in writing, describing such changes.

7 8. NON-DISCRIMINATION

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

18 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
19 meets the lawful and applicable requirements of the U.S. Department of Health
20 and Human Services.

21 8.3 CONTRACTOR shall furnish any and all information requested by
22 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
23 books, records and accounts in order to ascertain CONTRACTOR's compliance with
24 Paragraph 8 et seq.

25 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
26 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
27 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

28 8.5 Non-Discrimination in Employment:

1 Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of
 2 Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and
 3 State laws, as well as their implementing regulations (including Title 45 CFR
 4 Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any
 5 other law pertaining to Equal Employment Opportunity, Affirmative Action and
 6 Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR
 7 shall not implement any administrative methods or procedures which would have
 8 a discriminatory effect or which would violate the California Department of
 9 Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21,
 10 Chapter 21-100. If there are any violations of this paragraph, CDSS shall
 11 have the right to invoke fiscal sanctions or other legal remedies in
 12 accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other
 13 laws, or the issue may be referred to the appropriate Federal agency for
 14 further compliance action and enforcement of Subparagraph 8.6 et seq.

15 8.6.2 CONTRACTOR shall provide any and all clients desirous of
 16 filing a formal complaint any and all information as appropriate:

17 8.6.2.1 Pamphlet: "Your Rights Under California Welfare
 18 Programs" (PUB 13)

19 8.6.2.2 Discrimination Complaint Form

20 8.6.2.3 Civil Rights Contacts:

21 County Civil Rights Contact:

22 Orange County Social Services Agency

23 Program Integrity

24 Attn: Civil Rights Coordinator

25 P.O. Box 22001

26 Santa Ana, CA 92702-2001

27 Telephone: (714) 438-8877

28 ///

State Civil Rights Contact:

California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M.S. 15-70
Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

9. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
~~888 N. Main Street~~
500 N. State College Blvd., Suite 100
~~Santa Ana, CA 92701~~
Orange, CA 92868

CONTRACTOR: South Coast Children's Society, Inc.
dba South Coast Community Services
~~3611 S. Harbor Blvd., Suite 100~~
27261 Las Ramblas, Suite 220
~~Santa Ana, CA 92704~~
Mission Viejo, CA 92691

9.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

1 10. NOTICE OF DELAYS

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

7 11. INDEMNIFICATION

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

21 12. INSURANCE

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

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

12 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
13 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
14 to the same terms and conditions as set forth herein for CONTRACTOR.

15 12.3 All self-insured retentions (SIRs) and deductibles shall be
16 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
17 apply, indicate this on the Certificate of Insurance with a "0" zero (0) by
18 the appropriate line of coverage. Any self-insured retention (SIR) or
19 deductible in an amount in excess of \$25,000 (\$5,000 for automobile
20 liability), shall specifically be approved by the County Executive Office
21 (CEO)/Office of Risk Management upon review of CONTRACTOR's current audited
22 financial report.

23 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
24 the full term of this Agreement, COUNTY may terminate this Agreement.

25 12.5 Qualified Insurer:

26 12.5.1 ~~Minimum insurance company ratings as determined by the~~
27 ~~most current edition of the Best's Key Rating Guide/Property-Casualty/United~~
28 ~~States shall be~~ The policy or policies of insurance required herein must be

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

6 ~~12.5.2 The policy or policies of insurance required herein must~~
 7 ~~be issued by an insurer licensed to do business in the State of California~~
 8 ~~(California Admitted Carrier). If the insurer is a non-admitted carrier in the~~
 9 ~~State of California and does not meet or exceed~~ If the insurance carrier does
 10 not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management
 11 retains the right to approve or reject a carrier after a review of the
 12 company's performance and financial ratings. ~~If the non-admitted carrier~~
 13 ~~meets or exceeds the minimum A.M. Best rating of A-/VIII, ADMINISTRATOR can~~
 14 ~~accept the insurance.~~

15 12.6 The policy or policies of insurance maintained by CONTRACTOR shall
 16 provide the minimum limits and coverage as set forth below:

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

1	Employer's Liability Insurance	\$1,000,000 per occurrence
2		
3	Network Security & Privacy Liability	\$1,000,000 per claims made
4	Professional Liability	\$1,000,000 per claims made or per occurrence
5		
6	Sexual Misconduct Liability	\$1,000,000 per occurrence
7		

8 12.7 Required Coverage Forms:

9 12.7.1 Commercial General Liability coverage shall be written on
10 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
11 liability coverage at least as broad.

12 12.7.2 Business Auto Liability coverage shall be written on ISO
13 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
14 coverage at least as broad.

15 12.8 Required Endorsements:

16 12.8.1 Commercial General Liability policy shall contain the
17 following endorsements, which shall accompany the Certificate of Insurance:

18 12.8.1.1 An Additional Insured endorsement using ISO form
19 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its
20 elected and appointed officials, officers, employees, agents as Additional
21 Insureds.

22 12.8.1.2 A primary non-contributing endorsement evidencing
23 that CONTRACTOR's insurance is primary and any insurance or self-insurance
24 maintained by the County of Orange shall be excess and non-contributing.

25 12.8.2 The Network Security and Privacy Liability policy shall
26 contain the following endorsements which shall accompany the Certificate of
27 Insurance.

28 12.8.2.1 An Additional Insured Endorsement naming the

1 County of Orange, its elected and appointed officials, agents and employees as
2 Additional Insureds for its vicarious liability.

3 12.8.2.2 A primary and non-contributing endorsement
4 evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
5 insurance maintained by the County of Orange shall be excess and non-
6 contributing.

7 12.9 All insurance policies required by this Agreement shall waive all
8 rights of subrogation against the County of Orange, ~~and members of the Board~~
9 ~~of Supervisors~~, its elected and appointed officials, officers, agents and
10 employees when acting within the scope of their appointment or employment.

11 12.10 The Workers' Compensation policy shall contain a waiver of
12 subrogation endorsement waiving all rights of subrogation against the County
13 of Orange, ~~and members of the Board of Supervisors~~, its elected and appointed
14 officials, officers, agents and employees.

15 12.11 ~~All insurance policies required by this Agreement shall give the~~
16 ~~County of Orange~~ CONTRACTOR shall notify COUNTY in writing within thirty (30)
17 days' ~~notice in the event of~~ any policy cancellation and ten (10) days for
18 non-payment of premium and provide a copy of the cancellation notice to
19 COUNTY. ~~This shall be evidenced by policy provisions or an endorsement~~
20 ~~separate from the Certificate of Insurance.~~ Failure to provide written notice
21 of cancellation may constitute a material breach of the contract, upon which
22 the COUNTY may suspend or terminate this Agreement.

23 12.12 If CONTRACTOR's Professional Liability policy is a "claims made"
24 policy, CONTRACTOR shall agree to maintain professional liability coverage for
25 two (2) years following completion of this Agreement.

26 12.13 The Commercial General Liability policy shall contain a
27 severability of interests clause also known as a "separation of insureds"
28 clause (standard in the ISO CG 0001 policy).

1 12.14 Insurance certificates should be mailed to COUNTY at the address
2 indicated in Paragraph 9 of this Agreement.

3 12.15 If CONTRACTOR fails to provide the insurance certificates and
4 endorsements within seven (7) days of notification by CEO/County Procurement
5 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

6 12.16 COUNTY expressly retains the right to require CONTRACTOR to
7 increase or decrease insurance of any of the above insurance types throughout
8 the term of this Agreement. Any increase or decrease in insurance will be as
9 deemed by County of Orange Risk Manager as appropriate to adequately protect
10 COUNTY.

11 12.17 COUNTY shall notify CONTRACTOR in writing of changes in the
12 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
13 certificates of insurance and endorsements with COUNTY incorporating such
14 changes within thirty (30) days of receipt of such notice, this Agreement may
15 be in breach without further notice to CONTRACTOR, and COUNTY shall be
16 entitled to all legal remedies.

17 12.18 The procuring of such required policy or policies of insurance
18 shall not be construed to limit CONTRACTOR's liability hereunder nor to
19 fulfill the indemnification provisions and requirements of this Agreement, nor
20 act in any way to reduce the policy coverage and limits available from the
21 insurer.

22 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

23 CONTRACTOR shall report to COUNTY:

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

28 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising

1 from or related to services performed by CONTRACTOR under this Agreement.
2 Such report shall be submitted to COUNTY within twenty-four (24) hours of
3 occurrence.

4 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
5 property. Such report shall be submitted to COUNTY within twenty-four (24)
6 hours of occurrence.

7 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
8 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
9 under the term of this Agreement. Such report shall be submitted to COUNTY
10 within twenty-four (24) hours of occurrence.

11 14. CONFLICT OF INTEREST

12 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
13 any actions or conditions that could result in a conflict with the best
14 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
15 agents, relatives, subcontractors, and third parties associated with
16 accomplishing the work hereunder.

17 14.2 CONTRACTOR's efforts shall include, but not be limited to,
18 establishing precautions to prevent its employees or agents from making,
19 receiving, providing, or offering gifts, entertainment, payments, loans, or
20 other considerations which could be deemed to appear to influence individuals
21 to act contrary to the best interests of COUNTY.

22 15. ANTI-PROSELYTISM PROVISION

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

27 16. SUPPLANTING GOVERNMENT FUNDS

28 CONTRACTOR shall not supplant any Federal, State or COUNTY —funds

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

9 17. EQUIPMENT

10 17.1 All items purchased with funds provided under this Agreement, or
11 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
12 at least five thousand dollars (\$5,000-00), including sales tax, shall be
13 considered Capital Equipment. Title to all ~~items of~~ Capital Equipment shall,
14 upon purchased, vests and will remain in COUNTY. ~~as such shall be designated~~
15 ~~by ADMINISTRATOR.~~ The use of such items of Capital Equipment is limited to
16 the performance of this Agreement. Upon the termination of this Agreement,
17 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
18 or its representatives, or dispose of them in accordance with the directions
19 of ADMINISTRATOR.

20 CONTRACTOR further agrees to the following:

21 17.1.1 To maintain all items of Capital Equipment in good working
22 order and condition, normal wear and tear excepted.

23 17.1.2 To label all items of Capital Equipment, do periodic
24 inventories as required by ADMINISTRATOR and to maintain an inventory list
25 showing where and how the Capital Equipment is being used, in accordance with
26 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
27 ADMINISTRATOR within ten (10) days of any request therefore.

28 17.1.3 To report in writing to ADMINISTRATOR immediately after

1 discovery, the loss or theft of any items of Capital Equipment. For stolen
2 items, the local law enforcement agency must be contacted and a copy of the
3 police report submitted to ADMINISTRATOR.

4 17.1.4 To purchase a policy or policies of insurance covering
5 loss or damage to any and all Capital Equipment purchased under this
6 Agreement, in the amount of the full replacement value thereof, providing
7 protection against the classification of fire, extended coverage, vandalism,
8 malicious mischief and special extended perils (all risks) covering the
9 parties' interests as they appear.

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

17 17.3 Personal Computer Equipment:

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

27 18. BREACH SANCTIONS

28 Failure by CONTRACTOR to comply with any of the provisions, covenants,

1 or conditions of this Agreement shall be a material breach of this Agreement.
 2 In such event ADMINISTRATOR may, ~~in its sole discretion,~~ and in addition to
 3 immediate termination and any other remedies available at law, in equity, or
 4 otherwise specified in this Agreement:

5 18.1 Afford CONTRACTOR a time period within which to cure the breach,
 6 which period shall be established ~~at the sole discretion of~~ by ADMINISTRATOR;
 7 and/or

8 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
 9 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
 10 later recovery; and/or

11 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
 12 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

15 19. PAYMENTS

16 19.1 Maximum Contractual Obligation:

17 The maximum obligation of COUNTY under this Agreement shall ~~not~~
 18 ~~exceed \$6,300,000;~~ be \$2,100,000, or actual allowable costs, whichever is less.
 19 ~~the amount of \$2,100,000 for July 1, 2013 through June 30, 2014, the amount of~~
 20 ~~\$2,100,000 for July 1, 2014 through June 30, 2015, and the amount of \$2,100,000~~
 21 ~~for July 1, 2015 through June 30, 2016.~~

22 19.2 Allowable Costs:

23 During the term of this Agreement, COUNTY shall pay CONTRACTOR
 24 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
 25 pursuant to this Agreement, as defined in ~~OMB Circular A-122 2~~ CFR, Part 230
 26 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may
 27 pay CONTRACTOR for anticipated allowable costs that will be incurred by
 28 CONTRACTOR for June ~~2017~~ 2014, June 2015 and June 2016, during the month of

1 such anticipated expenditure.

2 19.3 Claims:

3 19.3.1 CONTRACTOR shall submit monthly ~~reimbursement~~ claims to be
4 received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
5 the month for expenses incurred in the preceding month. In the event the
6 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
7 shall submit the claim the next business day. COUNTY holidays include New
8 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
9 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
10 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

11 19.3.2 All ~~reimbursement~~ claims must be submitted on a form
12 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
13 supporting source documents with the monthly claim, including, inter alia, a
14 monthly statement of services, general ledgers, supporting journals, time
15 sheets, invoices, canceled checks, receipts, and receiving records, some of
16 which may be required to be copied. Source documents that CONTRACTOR must
17 submit shall be determined by ADMINISTRATOR and/or ~~the~~ COUNTY's Auditor-
18 Controller. CONTRACTOR shall retain all financial records in accordance with
19 Paragraph 25 (Records, Inspections, and Audits) of this Agreement.

20 19.3.3 Payments should be released by COUNTY within a reasonable
21 time period of approximately thirty (30) days after receipt of a correctly
22 completed claim form and required supporting documentation.

23 19.3.4 Year End and Final Claims:

24 19.3.4.1 ~~Any and all claims for the term of July 1, 2013~~
25 ~~through June 30, 2014, must be received no later than August 30, 2014, at 5:00~~
26 ~~p.m.~~

27 19.3.4.2 ~~Any and all claims for the term of July 1, 2014~~
28 ~~through June 30, 2015, must be received no later than August 30, 2015, at 5:00~~

1 ~~p.m.~~

2 19.3.4.3 ~~Any and all claims for the term of July 1, 2015~~
 3 ~~through June 30, 2016, must be received no later than August 30, 2016, at 5:00~~

4 ~~p.m.~~

5 19.3.4.4 CONTRACTOR shall submit a final claim by no later
 6 than August 30, 2017. Claims received after August 30th ~~this date and time may,~~
 7 at ADMINISTRATOR'S sole discretion, not be reimbursed. ADMINISTRATOR may, ~~in~~
 8 ~~its sole discretion,~~ modify the date upon which the final claim must be
 9 received, upon written notice to CONTRACTOR.

10 19.3.4.5 The basis for final settlement shall be the
 11 actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122,~~ 2 CFR,
 12 Part 230, incurred and paid by CONTRACTOR pursuant to this Agreement; limited,
 13 however, to the maximum obligation of COUNTY. In the event that any overpayment
 14 has been made, COUNTY may offset the amount of the overpayment against the final
 15 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
 16 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
 17 Nothing herein shall be construed as limiting the remedies of COUNTY in the
 18 event an overpayment has been made.

19 19.3.5 Seventy-Five Percent Expenditure Notification:

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

25 20. OVERPAYMENTS

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

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

11 21. OUTSTANDING DEBT

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

15 22. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

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

25 23. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report
27 within sixty (60) days after the termination of this Agreement, which shall
28 summarize the activities and services provided by CONTRACTOR during the term

1 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing
2 to modify the date upon which the final report must be submitted.

3 24. INDEPENDENT AUDIT

4 24.1 CONTRACTOR shall employ a licensed certified public accountant who
5 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
6 related expenditures during the term of this Agreement in compliance with the
7 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
8 Organizations. The audit must be performed in accordance with generally
9 accepted government auditing standards and ~~OMB Circular A-122~~ 2 CFR Part 230.
10 The audit must be performed in accordance with generally accepted government
11 auditing standards. CONTRACTOR shall cooperate with COUNTY, State and/or
12 Federal agencies to ensure that corrective action is taken within six (6)
13 months after issuance of all audit reports with regard to audit exceptions.

14 24.2 It is mutually understood that CONTRACTOR's ~~organization-wide~~
15 ~~audit covers fiscal years beginning July 1 and ending June 30.~~ yearly fiscal
16 cycle covers July 1 through June 30. CONTRACTOR ~~agrees to~~ shall provide
17 ADMINISTRATOR ~~with a copy of~~ its organization-wide audit ~~within fourteen (14)~~
18 ~~calendar days of Contractor's receipt.~~ for the period July 1, 2013, through
19 June 30, 2014, by August 30, 2014; for the period July 1, 2014, through June
20 30, 2015, by August 30, 2015; and for the period July 1, 2015, through June
21 30, 2016, by August 30, 2016. Failure to provide a copy of the organization-
22 wide audits, for the period July 1, 2013, through June 30, 2016, Failure of
23 CONTRACTOR to comply with this Paragraph shall be sufficient cause for
24 ADMINISTRATOR ~~in its sole discretion,~~ to deny payment under this or any
25 subsequent Agreement with CONTRACTOR until such time as the required audits
26 are ~~is~~ provided to ADMINISTRATOR. ADMINISTRATOR may ~~in its sole discretion,~~
27 modify CONTRACTOR's audit submission deadline the date upon which the
28 organization-wide audits must be received, upon notice to CONTRACTOR.

1 25. RECORDS, INSPECTIONS AND AUDITS

2 25.1 Financial Records:

3 25.1.1 CONTRACTOR shall prepare and maintain accurate and
4 complete financial records. Financial records shall be retained, by
5 CONTRACTOR, for a minimum of five (5) years from the date of final payment
6 under this Agreement or until all pending COUNTY, State and Federal audits are
7 completed, whichever is later.

8 25.1.2 CONTRACTOR shall establish and maintain reasonable
9 accounting, internal control and financial reporting standards in conformity
10 with generally accepted accounting principles established by the American
11 Institute of Certified Public Accountants and to the satisfaction of
12 ADMINISTRATOR.

13 25.2 Client Records:

14 25.2.1 CONTRACTOR shall prepare and maintain accurate and
15 complete records of clients served and dates and type of services provided
16 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

17 25.2.2 All client records related to services provided under the
18 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
19 (5) years from the date of final payment under this Agreement or until all
20 pending COUNTY, State and Federal audits are completed, whichever is later.
21 Notwithstanding anything to the contrary, upon termination of this Agreement,
22 CONTRACTOR shall relinquish control with respect to client records to COUNTY
23 in accordance with Subparagraph 42.2.

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

1 25.3 Public Records:

2 With the exception of client records or other records referenced
3 in Paragraph 31, entitled Confidentiality, all records, including but not
4 limited to, reports, audits, notices, claims, statements and correspondence,
5 required by this Agreement may be subject to public disclosure. COUNTY will
6 not be liable for any such disclosure.

7 25.4 Inspections and Audits:

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

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

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

25 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
26 liability to the State or Federal government or any agency thereof resulting
27 from any disallowances or other audit exceptions to the extent that such
28 liability is attributable to CONTRACTOR's failure to perform under this

1 Agreement.

2 26. PERSONNEL DISCLOSURE

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

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

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

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

16 26.1.4 The language skill, if applicable, for all personnel.

17 26.2 Where authorized by law, CONTRACTOR's employment applications
18 shall require applicants to provide detailed information regarding the
19 conviction of a crime by any court, for offenses other than minor traffic
20 offenses. Information not disclosed in the employment application discovered
21 subsequent to the hiring or promotion of any applicant shall be cause for
22 removal termination of that employee from the performance of services under
23 this Agreement.

24 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
25 COUNTY a clearance on the following public websites the names and dates of
26 birth for all employees and/or volunteers who will have direct, interactive
27 contact with clients served through this Agreement: U.S. Department of
28 Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex

1 Offenders Registry (www.meganslaw.ca.gov).

2 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
3 the COUNTY, a criminal record background checks on all employees (direct
4 service and administrative) funded through this Agreement and also all non-
5 funded staff (e.g. volunteers, in-kind staff, etc.) and/or volunteers who will
6 provide services have direct, interactive contact with clients served through
7 under this Agreement. Background checks conducted through the California
8 Department of Justice shall include a check of the California Central Child
9 Abuse Index, when applicable. Candidates will satisfy background checks
10 consistent with this Paragraph and comparable to those required for COUNTY
11 employees their performance of services under this Agreement.

12 26.5 In the event a record is revealed through the processes described
13 in Subparagraph 26.3 and 26.4, COUNTY will be available to consult with
14 CONTRACTOR on appropriateness of personnel providing services through this
15 Agreement.

16 26.6 CONTRACTOR warrants that all persons employed or otherwise
17 assigned by CONTRACTOR to provide services under this Agreement have
18 satisfactory past work records and/or reference checks indicating their
19 ability to perform the required duties and accept the kind of responsibility
20 anticipated under this Agreement. CONTRACTOR shall maintain records of
21 background investigations and reference checks undertaken and coordinated by
22 CONTRACTOR for each employee and/or volunteer assigned to provide services
23 under this Agreement for a minimum of five (5) years from the date of final
24 payment under this Agreement or until all pending COUNTY, State and Federal
25 audits are completed, whichever is later, in compliance with all applicable
26 laws.

27 26.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
28 arrest and/or subsequent conviction, for offenses other than minor traffic

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

8 26.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
9 staff performing work hereunder and any proposed changes in CONTRACTOR's
10 staff, ~~including, but not limited to, CONTRACTOR's Program Director.~~

11 26.9 COUNTY shall have the right, ~~at its sole discretion~~, to require
12 CONTRACTOR to remove any employee from the performance of services under this
13 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
14 said personnel.

15 26.10 CONTRACTOR shall notify COUNTY immediately when staff is
16 terminated for cause from working on this Agreement.

17 26.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
18 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
19 work in accordance with the terms and conditions of this Agreement.

20 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 Section 1324 et seq., as they currently exist and as they may be hereafter
2 amended. CONTRACTOR shall retain all such documentation for all covered
3 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
4 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
5 its agents, officers, and employees from employer sanctions and any other
6 liability which may be assessed against CONTRACTOR or COUNTY or both in
7 connection with any alleged violation of any Federal or State statutes or
8 regulations pertaining to the eligibility for employment of any persons
9 performing work under this Agreement.

10 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

11 28.1 In order to comply with child support enforcement requirements of
12 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
13 of the award of this Agreement:

- 14 (a) in the case of an individual contractor, his/her name, date of
15 birth, Social Security number, and residence address;
- 16 (b) in the case of a contractor doing business in a form other than as
17 an individual, the name, date of birth, Social Security number,
18 and residence address of each individual who owns an interest of
19 ten ~~(10)~~ percent (10%) or more in the contracting entity;
- 20 (c) a certification that CONTRACTOR has fully complied with all
21 applicable Federal and State reporting requirements regarding its
22 employees; and
- 23 (d) a certification that CONTRACTOR has fully complied with all
24 lawfully served Wage and Earnings Assignment Orders and Notices of
25 Assignment, and will continue to so comply.

26 28.2 The failure of CONTRACTOR to timely submit the data or
27 certifications required by subsections (a), (b), (c), or (d), or to comply
28 with all Federal and State employee reporting requirements for child support

1 enforcement or to comply with all lawfully served Wage and Earnings Assignment
2 Orders and Notices of Assignment shall constitute a material breach of this
3 Agreement, and failure to cure such breach within sixty (60) calendar days of
4 notice from COUNTY shall constitute grounds for termination of this Agreement.

5 28.3 It is expressly understood that this data will be transmitted to
6 governmental agencies charged with the establishment and enforcement of child
7 support orders, and for no other purpose.

8 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

26 31. CONFIDENTIALITY

27 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
28 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,

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

4 31.2 All records and information concerning any and all persons
5 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
6 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
7 volunteers. CONTRACTOR shall require all of its employees, agents,
8 subcontractors and volunteer staff who may provide services for CONTRACTOR
9 under this Agreement to sign an agreement with CONTRACTOR before commencing
10 the provision of any such services, to maintain the confidentiality of any and
11 all materials and information with which they may come into contact, or the
12 identities or any identifying characteristics or information with respect to
13 any and all participants referred to CONTRACTOR by COUNTY, except as may be
14 required to provide services under this Agreement or to those specified in
15 this Agreement as having the capacity to audit CONTRACTOR, and as to the
16 latter, only during such audit. CONTRACTOR shall comply with any audits
17 specified in Paragraph 25, provide reports and any other information required
18 by COUNTY in the administration of this Agreement, and as otherwise permitted
19 by law.

20 31.3 CONTRACTOR shall inform all of its employees, agents,
21 subcontractors, volunteers and partners of this provision and that any person
22 ~~knowingly and intentionally~~ violating the provisions of said State law may be
23 guilty of a crime.

24 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
25 be subject to the confidentiality requirements of this Agreement.

26 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
27 with respect to Juvenile Court matters, in accordance with WIC Section 827,
28 all applicable statutes, caselaw, and Orange County Juvenile Court Policy

1 regarding Confidentiality, as it now exists or may hereafter be amended.

2 31.5.1 No access, disclosure or release of information regarding
3 a child who is the subject of Juvenile Court proceedings shall be permitted
4 except as authorized. If authorization is in doubt, no such information shall
5 be released without the written approval of a Judge of the Juvenile Court.

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

11 32. COPYRIGHT ACCESS

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

16 33. WAIVER

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

25 34. PUBLICITY

26 34.1 Information and solicitations, prepared and released by
27 CONTRACTOR, concerning the services provided under this Agreement shall state
28 that the program, wholly or in part, is funded through COUNTY, State and

1 Federal government funds.

2 34.2 CONTRACTOR shall not disclose any details in connection with this
3 Agreement to any person or entity except as may be otherwise provided
4 hereunder or required by law. However, in recognizing CONTRACTOR's need to
5 identify its services and related clients to sustain itself, COUNTY shall not
6 inhibit CONTRACTOR from publishing its role under this Agreement within the
7 following conditions:

8 34.2.1 CONTRACTOR shall develop all publicity material in a
9 professional manner; and

10 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
11 and shall not authorize another to, publish or disseminate any commercial
12 advertisements, press releases, feature articles, or other materials using the
13 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
14 unreasonably withhold written consent.

15 35. COUNTY RESPONSIBILITIES

16 ADMINISTRATOR will provide consultation and technical assistance, and
17 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

18 36. REFERRALS

19 36.1 CONTRACTOR shall provide services to individuals referred by
20 ADMINISTRATOR.

21 37. REPORTS

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

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

1 modify the provisions of this paragraph upon written notice to CONTRACTOR.

2 38. ENERGY EFFICIENCY STANDARDS

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

6 39. ENVIRONMENTAL PROTECTION STANDARDS

7 CONTRACTOR shall be in compliance with ~~Section 306~~ of the Clean Air Act
8 [Title 42 USC Section ~~1857(h)~~ 7401 et seq.], Section 508 of the Clean Water
9 Act (Title 33 USC Section 1368), Executive Order 11738 and Environmental
10 Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR
11 ~~Part 15~~), as any may now exist or be hereafter amended. Under these laws and
12 regulations, CONTRACTOR assures that:

13 39.1 No facility to be utilized in the performance of the proposed
14 grant has been listed on the EPA List of Violating Facilities;

15 39.2 It will notify COUNTY prior to award of the receipt of any
16 communication from the Director, Office of Federal Activities, U.S. EPA,
17 indicating that a facility to be utilized for the grant is under consideration
18 to be listed on the EPA List of Violating Facilities; and

19 39.3 It will notify COUNTY and the EPA about any known violation of the
20 above laws and regulations.

21 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
22 FEDERAL TRANSACTIONS

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

1 compliance utilizing a form provided by ADMINISTRATOR that cites ~~comply with~~
2 the following provisions:

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

7 B. The offeror, by signing its offer, hereby certifies to the
8 best of his or her knowledge and belief as of December 23, 1989, that

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

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

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

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

7 41. POLITICAL ACTIVITY

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

11 42. TERMINATION PROVISIONS

12 42.1 ADMINISTRATOR may terminate this Agreement without penalty
13 immediately with cause or after thirty (30) days written notice without cause,
14 unless otherwise specified. Notice shall be deemed served on the date of
15 mailing. Cause shall be defined as any breach of contract, any
16 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
17 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
18 all further obligations under this Agreement.

19 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to
20 cooperate with ADMINISTRATOR in the orderly transfer of service
21 responsibilities, active case records, and pertinent documents.

22 42.3 The obligations of COUNTY under this Agreement are contingent upon
23 the availability of Federal and/or State funds, as applicable, for the
24 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
25 for the services hereunder in the budget approved by the Orange County Board
26 of Supervisors each fiscal year this Agreement remains in effect or operation.
27 In the event that such funding is terminated or reduced, ADMINISTRATOR may
28 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or

1 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
2 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
3 notification of such determination. CONTRACTOR shall immediately comply with
4 ADMINISTRATOR's decision.

5 42.4 If any provision of this Agreement or the application thereof is
6 held invalid, the remainder of this Agreement shall not be affected thereby.

7 43. GOVERNING LAW AND VENUE

8 This Agreement has been negotiated and executed in the State of
9 California and shall be governed by and construed under the laws of the State
10 of California. In the event of any legal action to enforce or interpret this
11 Agreement, the sole and exclusive venue shall be a court of competent
12 jurisdiction located in Orange County, California, and the parties hereto
13 agree to and do hereby submit to the jurisdiction of such court,
14 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
15 specifically agree to waive any and all rights to request that an action be
16 transferred for trial to another county.

17 44. SIGNATURE IN COUNTERPARTS

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

By: _____
SCOTT MCGUIRK
CHIEF EXECUTIVE ~~DIRECTOR~~ OFFICER
SOUTH COAST CHILDREN'S SOCIETY, INC.
DBA SOUTH COAST COMMUNITY SERVICES

By: _____
COUNTY OF ORANGE
CHAIRWOMAN OF THE
BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

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

~~SUSAN NOVAK~~ ROBIN STIELER
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

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

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SERVICES

SCOPE OF WORK

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to Eligible Children and Non-Minor Dependent (NMD) youth defined in Subparagraph 1.23 of Exhibit B, assigned to CONTRACTOR by ADMINISTRATOR. CONTRACTOR shall provide these expanded family-based services programs to transition and/or maintain the Eligible Children and NMDs in their present homes or home-like settings as an alternative to group home care. CONTRACTOR acknowledges Eligible Children and NMDs and those individuals identified in Paragraph Error! Reference source not found. will only be a portion of the total be eligible for available Slots. CONTRACTOR acknowledges ADMINISTRATOR will assign Service Slots at its sole discretion and does not guarantee any number of Eligible Children/NMDs will be assigned to CONTRACTOR. ADMINISTRATOR may, at its sole discretion, add, delete or otherwise modify population.

1.2 CONTRACTOR shall also extend services to families of Eligible Children and NMD youth, as directed by ADMINISTRATOR.

1.3 CONTRACTOR shall also extend services, as directed by ADMINISTRATOR, to Eligible Children and NMD youth residing with a relative or caretaker in a contiguous county outside of Orange County (Los Angeles, San

1 Diego, Riverside and San Bernardino Counties). Approximately ten (10) to
2 fifteen (15) percent of the referred population may be residing outside of
3 Orange County.

4 1.4 CONTRACTOR shall also extend services, as directed by
5 ADMINISTRATOR, to families of children participating in the Adoption
6 Assistance Program (AAP), Dependency Drug Court (DDC), Treatment foster Care
7 Oregon - Orange County (FCO-OC), Multidimensional Treatment Individualized
8 Plan (MTIP) Foster Care (MTEC), Emergency Response/Family Maintenance
9 Collaborative Services (ER/FMCS), and the Multi-Disciplinary Consultation Team
10 (MDCT), or other programs as deemed appropriate by COUNTY.

11 2. SERVICE STANDARDS

12 2.1 CONTRACTOR shall adhere to Wraparound OC standards as outlined in
13 the Wraparound OC Plan as well as State laws and regulations pertaining to
14 Wraparound as now exist or are amended, hereinafter.

15 2.2 CONTRACTOR shall provide intensive, strength and needs based
16 services and supports, using a community-based and family-centered process.
17 Services and supports must be individualized and comprehensive.

18 2.3 CONTRACTOR shall establish, model and maintain professional
19 boundaries among staff and in all interactions with Participants and families.

20 2.4 CONTRACTOR shall assist NMD Participants with in fostering self-
21 sufficiency- by providing linkages to help youth achieve their educational
22 goals, and by assisting youth in developing their skills for employment,
23 obtaining housing, linkage to educational goals, and facilitating the
24 development of any other traditional independent living skills and needs for
25 needed by emancipating youth-, CONTRACTOR may assign a NMD may be assigned to
26 and assisted by either a Parent Partner or Youth Partner to assist, depending
27 on their the youth's preference, skill levels and/or needs.

28 2.5 CONTRACTOR shall arrange for twenty-four (24) hour on-call

1 crisis/emergency availability for Wraparound OC Participants and their
2 families as stated in Subparagraph 7.3 of this Exhibit A.

3 2.6 CONTRACTOR shall adhere to a model of service delivery that
4 recognizes phases of progression from dependence to self-sufficiency.
5 Interventions, including the intensity of support provided by the CONTRACTOR's
6 Care Coordinator, Parent Partner, and ~~MTFC~~ TFCO-OC Youth Partner or Youth
7 Partner, shall be adjusted to reflect the Participant's and the Participant's
8 Family's progression through the phases. Family involvement, family decision-
9 making, reliance on formal supports and development of informal supports are
10 other factors that are expected to change with successful movement through the
11 different phases. The phases of Wraparound OC are:

12 2.6.1 Engagement:

13 The eEngagement phase is focused on the initial stage of
14 Wraparound planning and encompasses ~~initial~~ team development through face-to-
15 face contact with the Participants and the Participant's Family as well as
16 either face-to-face or telephone contact with potential Family Team members.
17 Formal Wraparound Team meetings ~~are do not occurring~~ during ~~this~~ the
18 Engagement phase as the Care Coordinator is gathering perspectives through
19 interviews in order to ~~get~~ develop a sense of family strengths, and needs as
20 well as and concerns, as expressed by all involved in the team. Family
21 eEngagement occurs throughout the Participant's involvement in the Wraparound
22 OC process.

23 2.6.2 Planning Development:

24 This ~~phase~~ is the pPlan eDevelopment phase of Wraparound
25 and requires regular Family Team Meetings (FTM) which shall include, at a
26 minimum, the Participant, the Participant's Family members, Contractor staff
27 and the referring party (Senior Social Worker [SSW], Deputy Probation Officer
28 [DPO], or Clinical Therapist). ~~This~~ The Plan Development phase, which should

1 commence at least by the end of the third (3rd) week after the referral is
2 made. This phase requires the Participant and Family Team to come together,
3 to review family strengths; develop a collaborative Family Team Vision
4 Statement, upon which all team members can agree upon and accept; listing
5 needs statements across life areas; prioritize prioritizing as a team, the
6 most important needs; and crafting interventions and actions to meet the
7 prioritized needs. These needs and interventions shall be clearly addressed
8 in the initial Plan of Care (POC) and Safety Plan.

9 2.6.3 Implementation:

10 This The Implementation phase follows directly after the
11 initial POC and Safety Plan have been completed. During this phase the
12 Participant and the Family Team meets regularly with the express purpose of
13 modifying and adjusting the POC and Safety Plan based on information about the
14 follow through and effectiveness of the interventions within the POC to
15 discuss and assess the effectiveness of the interventions within the POC and
16 Safety Plan, and to modify or adjust the POC and Safety Plan as may be needed
17 to meet the needs of the Participant and the Family. The initial POC provides
18 the framework for moving into the Implementation Phase.

19 2.6.4 Transition:

20 This The Transition phase occurs when the initial POC has
21 been implemented and modified over time and a comprehensive set of
22 interventions have been successfully delivered implemented to produce the
23 desired outcomes. Effective transition planning shall occur in a thoughtful
24 fashion; engage the entire Family Team in decision-making; supports rather
25 than abandons the family; and helps the Participant and the Participant's
26 Family move to a maximum positive functioning and self-sufficiency life,
27 become self-sufficient and able to function successfully without free of
28 system interference involvement rather than simply moving the Participant and

Participant's Family from services. The formal transition phase can range between from two (2) weeks and up to three (3) months.

2.7 CONTRACTOR shall require its employees to adhere to the COUNTY Code of Conduct provided during the Wraparound OC Core Four-Day Training, as described in Paragraph 5.2.

2.8 CONTRACTOR shall monitor each Participant's and Participant's Family's progress, identify barriers to progress, and develop effective methods to overcome barriers. CONTRACTOR or ADMINISTRATOR may request case consultation through Wraparound Review and Intake Team (WRIT) Technical Assistance and/or the Family Review Process as needed.

2.9 CONTRACTOR shall use the POC as the structural tool and road map to ensure that all Family Team members focus on a common goal; maximize the family strengths to reach their goal; agree upon the family needs, as prioritized by the Family Team; and respect goals of the the community's needs and the referring agency's needs, as reflected in any existing court orders, laws and regulations, and policies and procedures. of the referring agency. Family involvement in developing and implement, and ownership of the POC is critical to success and is expected to increase with the Participant and Family's progression toward self-sufficiency. The POC elements for each Participant shall include, but not be limited to, Participant's:

2.9.1 Dates the case is assigned, completed, and approved;

2.9.2 Family Team Vision Statement;

2.9.3 Identification of specific needs and applicable life areas;

2.9.4 Identification of the types of actions or interventions and responsible party or parties;

2.9.5 Identification of service provider(s);

2.9.6 Identification of the strengths of the Family and of each

1 Team Member strengths;

2 2.9.7 Funding source for actions and/or interventions;

3 2.9.8 Estimated date(s) of completion for actions and/or
4 interventions;

5 2.9.9 Identification of Progress and outcomes in prior
6 month(s);

7 2.9.10 Identification of Continuing service(s);

8 2.9.11 Identification of Discontinued service(s) and reason(s)
9 for discontinuation:

10 2.9.11.1 Outcome identified as Effective, therefore
11 services no longer needed;

12 2.9.11.2 Outcome identified as Ineffective, therefore
13 services no longer needed;

14 2.9.11.3 Identification of Other reason(s) service(s) no
15 longer needed; and

16 2.9.11.4 Identification of any services that have been
17 Added service(s) and reasons for added services.

18 2.9.12 Service cost by unit and by total.

19 2.10 CONTRACTOR shall ensure that each POC and Safety Plan is developed
20 and supported by the Family Team, as evidenced by signatures of the Family
21 Team members. The POC signature sheet shall identify each member by his or
22 her status as a formal or informal support.

23 2.11 An addendum to the active POC shall be completed anytime a
24 substantial change has occurred occurs in the Participant and/or Family's
25 circumstances, which that warrants a revision to the needs and/or
26 interventions and/or vision stated in the most current POC.

27 2.12 CONTRACTOR shall access and maximize the use of informal Family
28 and community resources to meet Participant and Participant's Family needs.

1 2.13 CONTRACTOR shall ~~make referrals to~~ utilize the COUNTY's Wraparound
2 Provider Network Program (PNP) to meet Participant's needs, ~~when considered~~
3 ~~necessary,~~ when warranted and as may be available. CONTRACTOR shall obtain
4 ~~written authorization for PNP services from~~ and as authorized, in writing, by
5 ADMINISTRATOR.

6 2.14 CONTRACTOR shall provide services pursuant to this Agreement in a
7 manner that is culturally and linguistically ~~competent and~~ responsive for the
8 population(s) served.

9 2.15 CONTRACTOR shall continue to develop and implement policies and
10 procedures that are culturally and linguistically appropriate as established
11 and provided by COUNTY. CONTRACTOR shall maintain documentation of such
12 efforts which may include, but is not limited to:

13 2.15.1 Participation in COUNTY sponsored and other applicable
14 training;

15 2.15.2 Availability of literature in multiple languages and
16 formats as appropriate; and

17 2.15.3 Identification of measures taken to enhance accessibility
18 for, and sensitivity to, ~~physically challenged communities~~ ~~persons with~~
19 ~~physical challenges and/or disabilities.~~

20 2.16 CONTRACTOR shall ensure language translation needed for Wraparound
21 services is provided by a qualified adult and not by the Participant and/or
22 ~~the~~ Participant's parent/caregiver/family member or any minor youth or
23 children.

24 2.17 Upon prior written approval from ADMINISTRATOR, CONTRACTOR shall
25 utilize appropriate and qualified language translation and interpretation
26 staff as needed for services provided to Participants. In addition to
27 language skills, a qualified interpreter ~~need not be trained in mental health~~
28 ~~services,~~ but must have the ability to accurately translate terms associated

1 with mental illness, psychotropic medications, and cultural beliefs and
2 practices, but the qualified interpreter is not required to be trained in
3 mental health services. In addition to necessary language translation and
4 interpretation services, CONTRACTOR shall have Participant materials
5 translated into Spanish, Vietnamese, and any other languages identified and
6 approved for translation by ADMINISTRATOR.

7 2.18 CONTRACTOR shall comply with all civil rights requirements, as
8 described in Paragraph 8.6 of this Agreement, including but not limited to,
9 posting current civil rights posters in the reception area of every office
10 where Participants are served, and making pamphlets and complaint forms
11 available to Participants in English, Spanish and Vietnamese. The materials
12 are available from the SSA Program Integrity/Civil Rights Coordinator, (714)
13 438-8877.

14 2.19 In an effort to maintain public awareness of the "Safe Arms for
15 Newborns" law (California Health and Safety Code Section 1255.7), CONTRACTOR
16 must post Safely Surrendered Baby posters in the reception area of every
17 office where Participants are served. Posters are available through CDSS, at
18 www.dss.cahwnet.gov/cdssweb/FormsandPU_271.htm (English version), or
19 www.dss.cahwnet.gov/cdssweb/SpanishTra_275.htm (Spanish version).

20 2.20 Additional Responsibilities:

21 2.20.1 CONTRACTOR shall have and maintain a current California
22 business license and if applicable, a valid California Group Home License.

23 2.20.2 CONTRACTOR shall ~~In addition to conducting~~ initial or pre-
24 hire background checks on all wraparound OC staff, in accordance with
25 Paragraph 26 entitled "Personnel Disclosure" of this Agreement, CONTRACTOR
26 shall conduct all of the following:

27 2.20.2.1 Annual clearance using the public websites for
28 the U.S. Department of Justice National Sex Offender Website and Megan's Law Sex

1 Offenders Registry:

2 2.20.2.2 Annual criminal records check including
3 Department of Justice, Federal Bureau of Investigation and Child Abuse Central
4 Index (CACI);

5 2.20.2.3 Fingerprinting (Live Scan) for new hires;

6 2.20.2.4 Health, ~~(including tuberculosis)~~ and drug
7 screening for new hires;

8 2.20.2.5 HCA sanctions, twice a year;

9 2.20.2.6 Annual Department of Motor Vehicle (DMV)
10 clearance;

11 2.20.2.7 Professional License and insurance status (as
12 applicable) for new hires and at license renewal;

13 2.20.2.8 Sanction screenings (Office of Inspector General,
14 EPLS)

15 2.21 CONTRACTOR shall obtain annual updated clearances and maintain a
16 method of obtaining timely and subsequent updated records notifications,
17 including monitoring of driver's license suspensions, tickets, accidents,
18 and/or other vehicular violations. If any subsequent negative criminal,
19 professional, DMV or CACI record information is obtained, CONTRACTOR shall
20 immediately notify COUNTY.

21 2.22 CONTRACTOR shall clearly identify the roles of licensed and
22 unlicensed staff, registered interns, interns, volunteers, and/or student
23 interns. The use of the aforementioned shall require prior, written approval
24 from ADMINISTRATOR.

25 2.23 Registered interns, interns, volunteers, and/or student interns
26 shall not be authorized to provide direct services to Participants and/or
27 Participant's parent/caregiver/family members.

28 2.24 Only staff employed by CONTRACTOR shall be allowed to transport

1 Participants and their Families. Registered interns, interns, volunteers,
2 and/or student interns shall not be authorized to transport Participants
3 and/or their Families.

4 2.25 All CONTRACTOR staff that transports Participants and their
5 families must have a valid Class C California Driver's License with no serious
6 traffic violations and proof of automobile insurance, which shall be verified
7 by CONTRACTOR through a clearance from the California DMV.

8 2.26 CONTRACTOR shall utilize a secure method of email communication as
9 directed and approved by the COUNTY.

10 2.27 CONTRACTOR shall utilize a procedure to ensure all client ~~personal~~
11 ~~identifier information~~ Personally Identifiable Information (PII) and records,
12 open or closed client files, case related notes, field documents, including
13 personal computers, phones, or other electronic devices containing such
14 information are secured at all times.

15 2.28 CONTRACTOR shall ensure the confidentiality of all information
16 related to Participants and Participant Families. Confidentiality shall
17 extend to both the data collected by CONTRACTOR, as well as any printed
18 reports, email communication, or other related documents. No PII or data
19 collected shall be disclosed to anyone without prior written approval of the
20 Participant and ADMINISTRATOR. Confidentiality procedures shall meet all
21 local, State, and Federal requirements as detailed in Paragraph 31 of this
22 Agreement.

23 2.29 Services must be outcome-driven and ~~indicators~~ identified
24 indicators must ~~that~~ accurately reflect progress towards the program's goal of
25 providing supportive services ~~for~~ to enable children to live safely in family
26 settings and achieve positive outcomes for the child and family members as an
27 alternative to placement in group home care. Participant and Participant's
28 Family's gains (or lack thereof) after interventions (or lack of) must be

1 measured by CONTRACTOR. [REDACTED] CONTRACTOR must be able to clearly state what changes
2 took place in the Participants and their families.

3 2.30 CONTRACTOR must be able to meet Participant's [REDACTED] and Participant's
4 Family's needs twenty-four (24) hours a day, seven (7) days a week.

5 2.31 CONTRACTOR shall clearly identify the Participant's [REDACTED] and the
6 Participant's Family's challenges concerning basic needs of [REDACTED] for food, shelter,
7 housing, and clothing, and shall address said challenges utilizing formal and
8 informal supports, and clearly address challenges on Participant's POC.

9 2.32 CONTRACTOR must capitalize on opportunities to provide
10 Participants and Participant's Family with linkages to integrated,
11 coordinated, and easily [REDACTED] accessible community resources. [REDACTED] for Participant and
12 Participant's Family and link them to these community resources. Within
13 ninety (90) calendar days of identifying community resources/services on the
14 applicable POC, CONTRACTOR must follow up to verify and document that the
15 Participant/Participant's Family was able to obtain [REDACTED] access the needed
16 services/resources and document its finding within ninety (90) calendar days
17 of identifying and providing linkages to said resources on the
18 Participant/Participant's Family's POC.

19 2.33 CONTRACTOR shall be required to appear and testify at Juvenile
20 Court hearings, when subpoenaed and comply with all confidentiality
21 requirements related to both testimony and case records production.

22 2.33.1 CONTRACTOR shall notify COUNTY immediately of any
23 subpoenas received in connection with wraparound OC services involving by
24 CONTRACTOR, CONTRACTOR's staff, Participant [REDACTED] and/or Participant's family in
25 connection with wraparound OC services.

26 2.34 CONTRACTOR shall invite Participant's [REDACTED] assigned SSW, DPO, and/or
27 MH Case Manager responsible for on-going services to participate in all FTMs.

28 2.35 CONTRACTOR's direct service staff members are [REDACTED] is required to

1 participate in Wraparound OC FTMs, Emergency Team Meetings (ETM), Team
2 Decision Making (TDM) meetings and Multi-disciplinary Team (MDT) meetings, and
3 Child Family Team (CFT) meetings at the request of ADMINISTRATOR. FTM, ETM,
4 TDM, and MDT and CFT meetings may occur at a location other than CONTRACTOR's
5 facility.

6 2.35.1 FTMs are scheduled to make certain the needs of the
7 Wraparound OC Participant and Family are met through the written POC. Every
8 effort is made to ensure the Family voice is heard and that the Family takes
9 accepts ownership of the process. This process is highly individualized for
10 each Participant and seeks to maximize the capacity of a each family to meet
11 the Participant's needs, and to prevent or reduce the need for residential
12 placement.

13 2.35.2 An ETM is an emergency Family Team Meeting, modeled after
14 TDM meetings, held to address Participant's safety issues and placement
15 concerns. ETMs must occur within twenty-four (24) hours of the event or
16 change of circumstances necessitating the meeting.

17 2.35.3 TDM meetings incorporates a strength-based, consensus-
18 driven, respectful process that models directness and honesty regarding in
19 discussing the risks and concerns involving involved in placement decisions.
20 Through the involvement of families and communities, TDM promotes the value
21 that families are experts about themselves, and communities are experts about
22 their community resources. TDM sessions meetings may require up to ninety
23 (90) minutes per session.

24 2.35.4 An MDT consists of a team of three (3) or more persons who
25 are trained in the prevention, identification, and treatment of child abuse
26 and neglect cases and qualified to provide a broad range of services related
27 to child abuse maltreatment. MDT sessions meetings may require up to two (2)
28 hours per session.

1 3. CASELOAD STANDARDS

2 3.1 CONTRACTOR shall provide Wraparound ~~Teams~~ **that are** each composed
3 of a Care Coordinator, a Parent Partner, and a Youth Partner. ADMINISTRATOR
4 shall determine if **a Participant family** will be assigned either a Youth
5 Partner or ~~MTFC~~ **a TFCO-OC** Youth Partner. Unless otherwise specified, Youth
6 Partner and ~~MTFC~~ **a TFCO-OC** Youth Partner are used interchangeably herein.
7 CONTRACTOR shall be required to obtain prior, written approval from
8 ADMINISTRATOR before implementing any change in Wraparound team composition.

9 3.2 CONTRACTOR shall ensure that each Wraparound team member maintains
10 a caseload of eight to ten (8-10) slots with an average of fifteen (15) to
11 sixteen (16) hours of services contacts per month, per Participant or
12 Participant's Family Team. The fifteen (15) to sixteen hours (16) hours **of**
13 **service contacts per month** includes telephone contact, face-to-face contact
14 with the Participant **and/or** Participant's family, consultation time, case
15 management and documentation, and identified crisis time.

16 3.3 **ADMINISTRATOR reserves the right to modify the number and type of**
17 **staff.** CONTRACTOR shall maintain nine (9) **Wraparound Teams** composed of the
18 following Full Time Equivalent (FTE)s **staff.** ~~ADMINISTRATOR reserves the right~~
19 ~~to modify number and type of staff.~~

20 3.3.1 Three (3) Wraparound Supervisors, each supervising three
21 (3) teams (see Subparagraph 3.8 through 3.10 below).

22 3.3.2 Nine (9) Care Coordinators, one (1) per team.

23 3.3.3 Nine (9) Parent Partners, one (1) per team.

24 3.3.4 Nine (9) Youth Partners, one (1) per team.

25 3.4 Although English is the predominant language spoken by the
26 Participants to be served, there are many Participants and/or their
27 families/caregivers whose primary language is **a language** other than English
28 (e.g., Spanish or Vietnamese). **Therefore,** CONTRACTOR shall ~~therefore~~ be

1 required to maintain the following bilingual staff levels:

2 3.4.1 At minimum, one (1) of the three (3) Wraparound
3 Supervisors shall be bilingual Spanish.

4 3.4.2 At minimum, five (5) of the nine (9) Care Coordinators
5 shall be bilingual, with at least three (3) specifically bilingual Spanish.

6 3.4.3 At minimum, five (5) of the nine (9) Parent Partners shall
7 be bilingual, with at least three (3) specifically bilingual Spanish.

8 3.4.4 At minimum, five (5) of the nine (9) Youth Partners shall
9 be bilingual, with at least three (3) specifically bilingual Spanish.

10 3.4.5 ADMINISTRATOR, at its sole discretion, may modify the
11 above listed ratios and languages as it deems necessary to address population
12 and service needs.

13 3.5 Care Coordinators, Parent Partners and Youth Partners shall each
14 maintain a caseload of eight to ten (8-10) slots. Face-to-face contact with
15 Participant and Participant's Family will vary depending on the Wraparound OC
16 phase. However, ~~but~~ face-to-face contact shall be a minimum of two (2) hours
17 per participant per month during the Engagement phase and a minimum of one
18 (1) hour per participant per month during the other Wraparound phases.

19 3.6 ~~MTEC~~ TFCO-OC Youth Partners shall maintain a caseload of eight to
20 ten (8-10) slots. Face-to-face contact will vary depending on the Wraparound
21 OC phase and the Participant's level within the ~~MTEC~~ TFCO-OC program.
22 However, face-to-face contact ~~but~~ shall be a minimum of one (1) hour per TFCO-
23 OC Participant weekly, or a minimum as determined by ADMINISTRATOR, during
24 the Participant's placement within the ~~MTEC~~ TFCO-OC foster home, and as needed
25 after the Participant's return to his/her aftercare family.

26 3.7 To the extent allowable under the law, CONTRACTOR's ~~staff ratio of~~
27 shall use best efforts to maintain a male-to-female staff ratio of Youth
28 Partners shall reflective of the gender ratio of the Participant population

1 being served, particularly with Participants who are on probation wards or
2 at-risk of Probation with the Probation Department as these Participants must
3 be assigned a same-sex Youth Partners. ADMINISTRATOR, in its sole discretion,
4 shall determine and approve ratio fluctuations.

5 3.8 Wraparound Supervisors shall supervise a maximum of eight to ten
6 (8-10) FTE Wraparound OC staff. At ADMINISTRATOR's discretion, CONTRACTOR'S
7 staff may increase FTE supervision capacity to account for vacancies and
8 emergencies. Supervised staff shall consist of Care Coordinators, Parent
9 Partners, and Youth Partners.

10 3.9 CONTRACTOR shall not allow Wraparound Supervisor(s) to carry or
11 maintain a regular Participant caseload. CONTRACTOR shall notify
12 ADMINISTRATOR within twenty-four (24) hours in the event that Wraparound
13 Supervisor(s) is/are in the position of covering a Participant caseload due to
14 staffing issues. CONTRACTOR shall adhere to ADMINISTRATOR approved procedure
15 for notification after standard business hours.

16 3.10 CONTRACTOR shall not assign Wraparound Director or Wraparound
17 Supervisor(s) to supervise other programs within CONTRACTOR's organization
18 without prior, written approval of ADMINISTRATOR.

19 3.11 CONTRACTOR shall recruit, hire, and maintain qualified staff that
20 members who can provide services to the diverse population served by
21 Wraparound OC. Wraparound OC staff shall have the language skills and cultural
22 awareness necessary to communicate fully and effectively with Participants and
23 Participants' Families, and to provide services in the appropriate languages
24 and in a culturally sensitive manner, and in a setting accessible to diverse
25 communities.

26 3.12 CONTRACTOR bilingual-staff members shall be required to be
27 proficient in understanding, speaking and writing in the English language, be
28 required to have the ability to speak and write English and prepare and in

1 preparing clear, concise and complete and ~~concise~~ case notes, reports, etc.,
2 in both English and the specified language(s) (i.e., English, Spanish, or
3 Vietnamese) required.

4 3.13 CONTRACTOR shall provide qualified bi-lingual staff as specified
5 in Subparagraph 3.4 of this Exhibit A. CONTRACTOR shall clearly identify
6 bilingual staff positions in the budget and ensure the staff filling said
7 positions are proficient in English as well as Spanish or other language(s).
8 Bi-lingual staffing ratios shall be maintained in accordance with the language
9 needs of the target population as determined by COUNTY.

10 3.14 ADMINISTRATOR may, at its sole discretion, modify the caseload and
11 supervision standards as referenced in this Paragraph 3 of this Exhibit A
12 without reducing the level of service to be provided by CONTRACTOR and/or
13 exceeding maximum contract obligation.

14 4. FAMILY TEAM AND PARTICIPANT SERVICES

15 4.1 CONTRACTOR shall assign a Care Coordinator, a Parent Partner, and
16 a Youth Partner to initiate contact with the Participant and his/her
17 parent/caregiver within two (2) business days of referral assignment by WRIT.
18 Assignment of ~~MTFC~~ TFCO-OC Youth Partner shall be at the direction of the
19 COUNTY's ~~MTFC~~ TFCO-OC Clinical Team.

20 4.2 Care Coordinator shall contact Referring Party (SSW, DPO, or MH
21 Case Manager) within three (3) business days of assignment by CONTRACTOR, to
22 schedule a meeting to discuss the referral and initial safety planning. The
23 face-to-face meeting with the Referring Party is to occur within seven (7)
24 calendar days of assignment by WRIT.

25 4.3 Care Coordinator and/or Parent Partner shall contact Participant's
26 parent or caregiver within one (1) business day from face-to-face meeting with
27 Referring Party. Care Coordinator and Parent Partner shall conduct an initial
28 face-to-face meeting with the Participant's Family within fourteen (14)

1 calendar days of assignment by WRIT. Areas of interest to be discussed during
2 the initial meeting shall include, but are not limited to:

3 4.3.1 Wraparound OC Goals;

4 4.3.2 Wraparound Process;

5 4.3.3 Expectations/role of the Referring Party as outlined in
6 the Wraparound Parties Agreement form;

7 4.3.4 Expectation(s) of Parent(s) or Caregiver(s);

8 4.3.5 Expectation(s) of Participant;

9 4.3.6 Development of the Family Team;

10 4.3.7 Safety issues regarding the Participant and the
11 Participant's parent(s)/caregiver(s); and

12 4.3.8 Stability of housing, childcare, and respite needs.

13 4.4 Youth Partner shall conduct an initial face-to-face meeting with
14 the Participant within seven (7) calendar days of assignment by CONTRACTOR.

15 4.5 The Care Coordinator shall notify the Referring Party of the date,
16 time, and place set for the initial FTM, as well as all subsequent Family Team
17 Meetings, court-related, and/or school related meetings involving the
18 Participant. Taking into consideration family's obligations such as work and
19 school, the Care Coordinator shall schedule FTMs to maximize opportunities for
20 the SSW, DPO, or MH Case Manager to attend regularly.

21 4.6 CONTRACTOR staff shall ensure the Participant's parent/caregiver
22 or previously authorized adult designee, as determined by the Family Team,
23 is present in the home or at the predetermined meeting location whenever any
24 other team member(s) and/or Contractor staff is present. CONTRACTOR staff
25 shall not enter a Participant or Participant's Family home or commence a
26 meeting unless Participant's parent/caregiver or adult designee is present.

27 4.7 The Care Coordinator shall notify the Referring Party as soon as
28 possible, but no later than three (3) business days, of any changes and/or

1 cancellations in any meetings to which the Referring Party has been invited or
2 is expected to attend involving the Participant.

3 4.8 The Care Coordinator shall facilitate the development of an
4 initial POC by the Family Team, and submit the POC to ADMINISTRATOR within one
5 (1) month of assignment; e.g., if assignment date is May 15, POC shall be due
6 on June 15. The Care Coordinator shall be responsible for ensuring the POC,
7 and all ensuing POCs, ~~have the ultimate goal of promoting the~~ promote family
8 self-sufficiency ~~of the family while dealing with~~ addressing the family's
9 ~~their unique challenges. The POC shall reflect the best possible fit with the~~
10 ~~culture,~~ and the Referring Party's safety concerns in a culturally-sensitive
11 manner that incorporates the Participant and Participant's Family's values,
12 and beliefs ~~of the Participant and the Participant's Family, and the Referring~~
13 ~~Party's safety concerns.~~

14 4.8.1 The Family Team shall ensure that the POC is ~~also~~ written
15 ~~and available~~ in English and the family's primary language, if other than
16 English. The POS shall be;

17 4.8.2 Created in written format and signed by all applicable
18 members of the Family Team;

19 4.8.3 Developed and completed in a timely manner;

20 4.8.4 Viable, with identified ~~supports~~ attainable goals and
21 ~~supports who are~~ capable of providing the outlined services ~~so~~ designed to
22 enable the Participant to transition to or remains in a family environment to
23 minimize and the risk of the Participant remaining in or being placed in group
24 home care. ~~is minimized;~~

25 4.8.5 Reflect ~~Designed to address~~ the issues that ~~caused~~ brought
26 the Participant and Participant's Family ~~to be referred~~ to the attention of
27 Wraparound OC. ~~;~~ and

28 4.8.6 ~~Be r~~Re-evaluated by CONTRACTOR on each occasion a change

1 occurs in the Participant's POC's support system and at a minimum of once
2 every three (3) months.

3 4.8.7 ~~Develop an Update via an~~ addendum to the POC ~~anytime~~
4 ~~during an active POC in which~~ a substantial change, which would warrant a
5 revision to the needs, interventions, and/or vision reflected in the most
6 recent POC, ~~has occurred in the family's circumstances that warrants a~~
7 ~~revision to the needs and interventions or vision stated in the most current~~
8 POC; and/or a new or significant change in circumstances or issue(s) arises
9 that ~~was~~ were not anticipated or included in the initial POC.

10 4.9 The Care Coordinator shall update, modify, or extend each POC at
11 three (3) month intervals, or as deemed necessary by the Family Team and
12 approved by ADMINISTRATOR. The Care Coordinator shall submit the updated,
13 modified, or extended POC to ADMINISTRATOR within seven (7) calendar days of
14 completion.

15 4.10 The Care Coordinator shall indicate the full name and obtain the
16 signature on the signature sheet of each Family Team member present at each
17 FTM. The signature shall signify that each member understands the POC, its
18 goals, and its action plans. The signature sheet shall designate the
19 formal/informal status of each Family Team member, and date of the FTM.

20 4.11 The Family Team shall develop a viable Prevention and Safety Plan
21 prior to the Participant's return home, if applicable, or within one (1) month
22 of assignment if the Participant is already in the home before Wraparound OC
23 becomes involved. CONTRACTOR will ensure the Safety Plan meets, but is not
24 limited to, the following criteria:

25 4.11.1 The Family Team shall ensure that the Safety Plan is also
26 written and available in English and the Family's primary language, if other
27 than English;

28 4.11.2 Created in written format and signed by all applicable

1 members of the Family Team;

2 4.11.3 Developed and completed in a timely manner;

3 4.11.4 Viable, with identified supports attainable goals and
4 supports who are capable of providing the outlined services ~~so~~ designed to
5 enable the Participant to remain in a family environment and to reduce the
6 risk of the Participant being placed in ~~group-home~~ congregate care: is
7 minimized;

8 4.11.5 Designed to address Reflect the issues that caused brought
9 the Participant and the Participant's Family to the attention of ~~be referred~~
10 to Wraparound OC; and

11 4.11.6 Be re-evaluated by CONTRACTOR on each occasion a change
12 occurs in the Participant's Safety Plan support system(s), and at a minimum of
13 once every three (3) months.

14 4.11.7 Develop An addendum to the Safety Plan must be developed
15 anytime during an active POC in which a new or significant change in safety
16 issues arises that was were not anticipated or included in the initial safety
17 plan.

18 4.12 The Care Coordinator, Parent Partner and Youth Partner shall
19 provide or secure support and crisis/emergency services for the Participant
20 and/or the Participant's Family by engaging in proactive crisis prevention
21 planning with the Family Team, continually review of the Family Team's Safety
22 Plan, and through face-to-face contact, telephone contact, and/or other
23 designated communication system(s) with the Participant and/or the
24 Participant's Family.

25 4.13 Neither The Care Coordinator, Wraparound Supervisor, Parent
26 Partner ~~nor~~ and Youth Partner shall not make any promises to the Participant,
27 Participant's Family or any member of the Participant's Family Team regarding
28 interventions or activities to be provided, financial aid that might be

1 available, legal/court issues to be resolved, and/or any Wraparound OC
2 programmatic results.

3 4.14 The Care Coordinator, Parent Partner and Youth Partner shall teach
4 the Family Team how to find and access resources by directly assisting the
5 family in accessing resources, and by providing referrals, information and
6 guides such as telephone numbers, addresses, and community resource guides for
7 services and/or supplies, based on the Participant/Participant's Family's
8 needs as described in the Participant's POC. Additionally, ~~the~~ The Care
9 Coordinator, Parent Partner and Youth Partner shall ~~also assist the family in~~
10 ~~accessing said resources and services as well as following up with the~~
11 ~~Participant/Participant's Family~~ to ensure they family accessed said resources
12 and services within the applicable POC ~~time frame~~ timeframe.

13 4.15 The Care Coordinator shall be responsible for ~~making~~ submitting
14 services requests and service extension requests to the PNP Coordinator for
15 services the Family Team determines to be appropriate for the Participant and
16 the Participant's Family, based on the POC and the Safety Plan.

17 4.16 At the end of ~~the initial FTM, as well as all subsequent every~~
18 FTMs, the Care Coordinator shall restate and confirm all assignments ~~the~~ Team
19 ~~Members~~ have agreed to complete, and shall distribute written instructions
20 including timeline, deadlines and expectations for tasks to be completed by
21 the next FTM.

22 4.17 At the beginning of each ~~subsequent~~ FTM, the Care Coordinator
23 shall:

24 4.17.1 Prepare a collaborative meeting agenda and ensure each
25 Family Team member clearly ~~indicates~~ prints his/her first and last name on,
26 and signs the signature sheet;

27 4.17.2 ~~Take the lead at~~ Facilitate the FTM and ~~ask for~~ encourage
28 participant accountability by requesting that all Team Members update the Team

1 with respect to their progress and/or the results of the assignments they
2 received tasks assigned at previous meetings;

3 4.17.3 Review the Team's accomplishments toward meeting the
4 Participant/Participant's Family's needs as identified in the POC and by the
5 Referring Party needs—and reassign uncompleted incomplete tasks, as necessary;

6 4.17.4 Post the Family Team's sStrengths list and the #Family's
7 nNeeds lists at each FTM. The Care Coordinator and Parent Partner shall use
8 the sStrengths list as the framework for Family Team discussions to
9 successfully address challenges and to achieve goals;

10 4.17.5 Guide the Family Team in modifying and/or updating the POC
11 and Safety Plan to reflect a logical progression in achieving the Family
12 Team's vision;

13 4.17.6 Ensure that the POC sets benchmarks for transitioning each
14 Participant and Participant Family to less restrictive, less intrusive, and
15 less-formal support and services, taking into consideration the ability of
16 families to move through the Wraparound process at their own pace; and

17 4.17.7 Ensure that the Family Teams of Participants who are more
18 likely to need require services as adults include have adult services and
19 support representatives on the Family Team.

20 4.18 The Care Coordinator shall maintain a Mental Health case file and
21 a Wraparound OC case file for each Participant, as appropriate.

22 5. TRAINING

23 ADMINISTRATOR will provide initial and ongoing training for Contractor,
24 Care Coordinators, Wraparound Supervisors, Parent Partners, and Youth Partners
25 in the delivery of Wraparound OC. ADMINISTRATOR's designee and/or CDSS may
26 provide subsequent additional training. At ADMINISTRATOR's discretion,
27 training may be extended to other Contractor Wraparound OC staff. CONTRACTOR
28 shall ensure that CONTRACTOR's Wraparound OC staff members attends regularly

1 scheduled meetings with County and other Wraparound OC Contractor staff and
 2 receives the required education, training, and support as deemed necessary by
 3 ADMINISTRATOR, including, but not limited to the following:

4 5.1 Wraparound OC Overview Training:

5 5.1.1 ADMINISTRATOR's ~~four (4) hour~~ Wraparound OC Overview
 6 training session provides a general overview of the Wraparound OC model and
 7 principles, implementation history, target populations and the SSA
 8 ADMINISTRATOR/Contractor CONTRACTOR collaborative efforts.

9 5.1.2 CONTRACTOR shall ensure that each Wraparound Director,
 10 Wraparound Supervisor, Care Coordinator, Parent Partner, Youth Partner, and
 11 Quality Assurance Coordinator completes this mandatory training within thirty
 12 (30) days of hire date, or as soon as possible thereafter depending on
 13 scheduled training by ADMINISTRATOR.

14 5.2 Wraparound OC Core Four (4) Day Training:

15 5.2.1 ADMINISTRATOR's mandatory four (4) day Wraparound OC Core
 16 training session provides includes but is not limited to the following:
 17 "Introduction and Engagement," and "Skills Building," information, including a
 18 comprehensive overview of OC Wraparound, the ten (10) principles and four (4)
 19 phases of Wraparound, and overall Wraparound Team expectations and structure.

20 5.2.2 CONTRACTOR staff must attend ADMINISTRATOR's mandatory
 21 four (4)-day Wraparound OC Core Training at initial hiring ~~or~~ and when
 22 changing positions assignments within Wraparound (i.e. moving from a Youth
 23 partner to a Care Coordinator or Care Coordinator to a Supervisor). CONTRACTOR
 24 shall ensure that each Wraparound Director, ~~Wraparound~~ Supervisor, Care
 25 Coordinator, Parent Partner, Youth Partner, and Quality Assurance Coordinator
 26 completes this training within thirty (30) days of hire date or new assignment
 27 starting date, or as soon as possible thereafter depending on scheduled
 28 training by Administrator.

1 5.2.3 ADMINISTRATOR intends to conduct this training at least
2 two (2) times per calendar year. At ADMINISTRATOR's discretion, CONTRACTOR
3 shall provide staff to assist in conducting said training.

4 5.3 ~~MTFC~~ TFCO-OC Training:

5 5.3.1 CONTRACTOR shall ensure that each Wraparound Supervisor,
6 Care Coordinator, Parent Partner and ~~MTFC~~ TFCO-OC Youth Partner assigned to
7 ~~MTFC~~ TFCO-OC Participants completes TFCO-OC training as soon as possible after
8 date of hire, or as soon as possible thereafter depending on scheduled
9 training by ADMINISTRATOR.

10 5.4 ~~Facilitation/Multi Agency Intervention Data System (MIDS)~~
11 ~~Training:~~

12 5.4.1 This is a Mandatory one (1) day training designed to
13 follow Wraparound OC Core ~~F~~four (4)-Day ~~day~~ Core series Training. Facilitation
14 Training is designed to build Wrap ~~+~~Team facilitation skills, enhance
15 community-based service coordination and model Wraparound ~~+~~Team principles,
16 including, ~~the~~ Wraparound strength-based, family-centered, ~~and~~ team driven
17 approach. ~~This training also includes an overview of the Wraparound MIDS data~~
18 ~~base.~~

19 5.4.2 CONTRACTOR shall ensure that each Wraparound Director,
20 Supervisor, Care Coordinator, Parent Partner and Youth Partner complete this
21 training as soon as possible after date of hire, depending on scheduling of
22 training by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

23 5.5 ~~Multi-Agency Intervention Data System (MIDS)~~ Training:

24 5.5.1 This is a mandatory training designed to follow Wraparound
25 OC Core Four (4)-Day Training and to train CONTRACTOR Wraparound staff
26 members, including the Wraparound Director, Supervisor, Care Coordinator,
27 Parent Partner and Youth Partner how to use the MIDS data base.

28 5.5.2 CONTRACTOR shall train Wraparound OC staff in the usage of

1 MIDS as instructed by Administrator ADMINISTRATOR.

2 5.5.3 CONTRACTOR shall ensure that each Wraparound Director,
3 Supervisor, Care Coordinator, Parent Partner and Youth Partner completes
4 training as soon as possible after date of hire depending on scheduling of
5 training by Administrator ADMINISTRATOR and/or as Administrator ADMINISTRATOR
6 deems appropriate.

7 5.5.4 MIDS Training may be modified and/or expanded as the new
8 MIDS data base is completed and additional training is required.

9 5.6 Wraparound Orange County Institute;

10 5.6.1 Monthly Mandatory training designed to provide a forum for
11 dissemination of training to the all WRIT and Wraparound contracted CONTRACTOR
12 providers on a wide range of wraparound related topics. The purpose of the
13 training is to increase CONTRACTOR's staff member's knowledge and skills
14 related to Wraparound delivery and resource linkage, enhance collaboration
15 among providers and community partners, and strengthen positive outcomes for
16 youths, young adults and families participating in the Wraparound process.

17 5.6.2 CONTRACTOR shall ensure that each Wraparound Director,
18 ~~Wraparound~~ Supervisor, Care Coordinator, Parent Partner and Youth Partner
19 completes monthly mandatory training as scheduled by the ADMINISTRATOR.

20 5.7 Wraparound OC Professional Growth Trainings;

21 5.7.1 Mandatory trainings designed to provide opportunities for
22 Wraparound staff to be exposed to assignment or position specific training and
23 to encourage collaboration and support among Wraparound ~~Provider~~ Care
24 Coordinating Agencies. The goal of the training is to increase skills and
25 knowledge while concurrently enhancing Wraparound practice and services to our
26 Wraparound families. Professional Growth Trainings provide staff with
27 opportunities to share Team member's individual strengths, skills, experiences
28 and contributions, which are valuable experiences equally valued and vital to

1 the team model and the continued success of Wraparound.

2 5.7.2 CONTRACTOR shall ensure that each Wraparound Director,
3 Supervisor, Care Coordinator, Parent Partner and Youth Partner completes bi-
4 monthly mandatory training or as scheduled by the ADMINISTRATOR.

5 5.8 New Parent Partner Training:

6 5.8.1 This training is designed to provide specific training on
7 the roles and expectations for Parent Partners.

8 5.8.2 CONTRACTOR shall ensure that each Parent Partner completes
9 the mandatory training as soon as possible after date of hire depending on
10 scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR deems
11 appropriate.

12 5.8.3 CONTRACTOR shall ensure that each Director and Supervisor
13 attend the New Parent Partner Training at least one (1) time.

14 5.9 New Youth Partner Training:

15 5.9.1 This training is designed to provide specific training on
16 the roles and expectations for Youth Partners.

17 5.9.2 CONTRACTOR shall ensure that each Youth Partner completes
18 the mandatory training following the Wraparound OC Core series depending on
19 scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR deems
20 appropriate.

21 5.9.3 CONTRACTOR shall ensure that each Director and Supervisor
22 attend the New Youth Partner Training at least one (1) time.

23 5.10 Medi-Cal Training:

24 5.10.1 Two (2)-day training to follow Wraparound OC Core #Four
25 (4)-Day Core series. This training is designed to provide an overview of
26 Medi-Cal eligibility and reimbursement guidelines, Health Insurance
27 Portability and Accountability Act of 1996 (HIPPA) requirements/Office of
28 Compliance, collaboration with treating therapists, assessments/CSP/medical

1 necessity determinations, documentation/signatures/authorizations, data entry
2 and access to Integrated Records Information System (IRIS), case management
3 and rehab activities, how to write Medi-Cal notes, chart review and audits,
4 etc.

5 5.10.2 CONTRACTOR shall ensure that appropriate Wraparound OC
6 staff completes the mandatory training following the Wraparound OC Core series
7 depending on scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR
8 deems appropriate.

9 5.11 CONTRACTOR Training:

10 5.11.1 CONTRACTOR shall provide ongoing training for Care
11 Coordinators, Wraparound Supervisors, Parent Partners, MTEC TFCO-OC Youth
12 Partners, and Youth Partners. Training may be delivered through individual or
13 group supervision. Training shall include, but is not be limited to,
14 developing and enhancing the skill levels of Wraparound Supervisors, Care
15 Coordinators, ~~Wraparound Supervisors,~~ Parent Partners, MTEC TFCO-OC Youth
16 Partners, and Youth Partners to help them more effectively:

17 5.11.1.1 Identify, address, and resolve conflict during
18 the facilitation of FTMs, and thereafter, if as may be necessary to develop and
19 accomplish the family mission;

20 5.11.1.2 Guide the development of individualized,
21 culturally relevant, effective POCs and the timely progression of the Family
22 Team through the wraparound phases: ~~of Wraparound;~~

23 5.11.1.3 Recognize safety and procedural concerns, and
24 anticipate and prevent crises;

25 5.11.1.4 Establish and maintain professional boundaries
26 and identify and effectively resolve instances of poor judgment regarding
27 inappropriate boundaries;

28 5.11.1.5 Be proactive in identifying barriers to progress

1 and seek ~~s~~Supervisor assistance and WRIT Technical assistance as may be needed;

2 5.11.1.6 Input data accurately and timely into the Multi-
3 Agency Intervention Data System (MIDS), ~~when accessible;~~ accurately and on time
4 (within the required timeframes); and

5 5.11.1.7 Participate in the Wraparound Fidelity Index
6 (WFI) interviewing process as needed.

7 5.12 CONTRACTOR shall have a training and staff development plan that
8 includes topics in accordance with ~~CDSS~~ SB 163. Said plan shall adhere to and
9 may supplement COUNTY's Wraparound Training Plan.

10 5.13 CONTRACTOR shall provide in-house, new employee orientation
11 training for Wraparound OC staff and provide description and list of completed
12 trainings ~~to ADMINISTRATOR~~ for each new Wraparound OC staff.

13 5.14 CONTRACTOR shall provide supervision that emphasizes the values
14 and principles of Wraparound and the implications of the values for practice,
15 programs and systems.

16 5.15 CONTRACTOR staff shall be mentored and coached on an ongoing basis
17 by experienced peers to ensure high quality implementation of the values and
18 processes of Wraparound OC.

19 5.16 CONTRACTOR's Wraparound operational plan shall include a parent
20 support program focusing on, but not limited to helping each the
21 parent/caregiver:

22 5.16.1 Understand the Participant's unique needs;

23 5.16.2 Become an informed advocates for the Participant;

24 5.16.3 Negotiate formal systems such as Juvenile Court, schools,
25 and other agencies;

26 5.16.4 Participate on cross-disciplinary teams such as the Family
27 Team and/or an Individualized Education Planning (IEP) Group;

28 5.16.5 Assume leadership positions in parent groups and related

1 forums; and

2 5.16.6 Strengthen his/her parenting skills.

3 5.17 CONTRACTOR shall provide Participants' families with training and
4 information that will support them in their roles as active, informed
5 decision-makers for and with the Participant.

6 5.18 CONTRACTOR shall, at COUNTY's direction, utilize Participants and
7 their Family Team members to help design and deliver education, training and
8 staff development designed to that enhance the effectiveness of parent/family-
9 professional partnerships, family-centered services, cultural sensitivity, and
10 family advocacy and support efforts.

11 5.19 CONTRACTOR shall create opportunities for Wraparound OC
12 Participants, Participants' Families, and Family Team members to participate
13 in cross-disciplinary training.

14 5.20 CONTRACTOR shall develop clear priorities for the implementation
15 of coordinated, and collaborative training opportunities with the broader
16 system of care partners to ensure alignment on service direction,
17 implementation, and training content.

18 5.21 CONTRACTOR shall be required to participate in the development of
19 training materials and the provision of training as part of the Wraparound OC
20 Training Committee. Additionally, CONTRACTOR may also be required to
21 participate in the development of additional other training materials and the
22 provision of additional training for Wraparound OC Contractor CONTRACTOR staff
23 and COUNTY County staff, as may be required by the COUNTY.

24 5.22 CONTRACTOR shall ensure that each Wraparound Director, Supervisor,
25 Care Coordinator, Parent Partner and Youth Partner attends service
26 coordination meetings provided by the designated Wraparound OC Support
27 Services provider(s).

28 5.23 CONTRACTOR Wraparound OC shall attend the following regularly

1 scheduled meetings with COUNTY and other Wraparound OC Provider Agency staff:

2 5.23.1 Training Committee Meetings, which are routinely scheduled
3 monthly for one and a ~~one~~-half (1½) hours to review upcoming training(s);

4 5.23.2 Wraparound OC Provider Agencies Meetings, which are
5 routinely scheduled the second (2nd) Monday of each month as determined by
6 ADMINISTRATOR;

7 5.23.3 WRIT meetings, which are routinely scheduled weekly,
8 currently every Wednesday, or as may be determined by ADMINISTRATOR, to review
9 and discuss POCs and case assignments;

10 5.23.4 Quality Assurance (QA) quarterly and/or monthly meetings;
11 and

12 5.23.5 Technical Assistance Meetings which are available as
13 requested ~~held quarterly or as determined by COUNTY~~ to meet the Provider
14 Agency needs for technical assistance.

15 5.23.6 Meet monthly with SSA Wraparound Oversight Group (WOG)
16 and/or WRIT to discuss trends, and to discuss address and resolve any
17 Wraparound OC Support Service issues.

18 5.24 Conflict Resolution:

19 For resolution of conflict between ADMINISTRATOR and CONTRACTOR in
20 regards to differences of opinion pertaining to the management of a Wraparound
21 case, the following shall apply:

22 Step 1: If parties, which may include Referring Party and
23 Provider Agency Staff, are unable to resolve differences or support a POC,
24 each party shall, as soon as possible but no later than three (3) business
25 days, forward details of dispute to their respective immediate supervisor for
26 mutual review. Parties shall also notify SSA Wraparound liaison.

27 Step 2: If the difference of opinion remains after discussion
28 between the supervisors or a supervisor is not available, a Technical

1 Assistance Meeting shall be scheduled as soon as possible ~~but no later than~~
 2 ~~three (3) business days.~~

3 6. FACILITIES

4 6.1 Administrative services under this Agreement shall be provided at:

5 South Coast Children's Society, Inc.
 6 dba South Coast Community Services
~~3611 S. Harbor Blvd., Suite 100~~ 27261 Las Ramblas, Suite 220
 7 ~~Santa Ana, CA 92701~~ Mission Viejo, CA 92691

8 6.2 Wraparound OC services shall be provided in facilities and
 9 locations throughout Orange County, and contiguous counties, including, but
 10 not limited to, the Participant's residence.

11 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
 12 facility(ies) and location(s) where services shall be provided without
 13 changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this
 14 Agreement.

15 7. HOURS OF OPERATION

16 7.1 CONTRACTOR shall provide services during hours that are responsive
 17 to the needs of the target population as determined by COUNTY ADMINISTRATOR.
 18 At a minimum, CONTRACTOR shall provide ~~services must be provided~~
 19 hours of 8:00 a.m. to 9:00 p.m., Monday through Friday and on Saturdays except
 20 COUNTY holidays as established by the Orange County Board of Supervisors.
 21 However, CONTRACTOR is encouraged to provide the contracted services on
 22 holidays, whenever possible. At least forty ~~(40) percent~~ (40%) of direct
 23 services shall be provided from 5:00 p.m. through 9:00 p.m., Monday through
 24 Friday.

25 7.2 CONTRACTOR's ~~shall maintain a holiday schedule consistent with~~
 26 ~~shall not exceed~~ COUNTY's holiday schedule ~~which is as follows~~: New Year's
 27 Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day,
 28 Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR

1 shall obtain prior, written approval from COUNTY ADMINISTRATOR for holiday(s)
2 in excess of those listed above any closure outside of COUNTY's holiday
3 schedule. Failure of CONTRACTOR to obtain such approval shall result in
4 CONTRACTOR incurring upon itself all fiscal obligations related to non-COUNTY
5 holiday(s) and Any unauthorized closure shall be deemed in material breach of
6 this Agreement, pursuant to Paragraph 18, and shall not be reimbursed. for
7 services not provided by CONTRACTOR during unapproved holiday(s)

8 7.3 CONTRACTOR shall arrange for twenty-four (24) hour, seven (7) days
9 a week, on-call availability for Wraparound OC Participants and their families
10 to address crisis/emergency needs.

11 7.4 CONTRACTOR staff shall meet the availability requirements
12 addressed in Subparagraphs 18.2.17, 18.3.14 and 18.4.4 of this Exhibit A.

13 8. GOALS, STRATEGIES AND OUTCOME OBJECTIVES

14 Wraparound OC provides supportive services to allow Participant to live
15 safely in a family settings or family-like settings, as an alternative to
16 placement in group home care.

17 8.1 CONTRACTOR shall provide individualized services and supports that
18 are family-centered, strength based, and needs-driven for Participants and
19 their families.

20 8.2 CONTRACTOR shall ensure access and voice for Participant and
21 parents/caretakers in the design, delivery and evaluation of services.

22 8.3 CONTRACTOR shall provide culturally relevant and competent
23 services, individualized to a each family's culture, values, norms, strengths
24 and preferences that build on the use of naturally occurring community and
25 family supports and resources.

26 8.4 CONTRACTOR shall establish measurable accountability and outcomes
27 driven individualized service plans.

1 9. QUALITY ASSURANCE/QUALITY CONTROL

2 CONTRACTOR shall establish and utilize a comprehensive Quality Control
3 plan in a format approved by the ADMINISTRATOR, to monitor the level of
4 program service and quality. CONTRACTOR shall submit a Quality Control Plan
5 and that shall be effective on the contract start date and will be updated and
6 resubmitted for ADMINISTRATOR approval when changes occur. The Quality
7 Control Plan will include, but not be limited to, the following:

8 9.1 Participate in Quality Assurance/Quality Improvement
9 studies/activities as required by WOG or WRIT

10 9.2 Utilize a method for ensuring the services, deliverables, and
11 requirements defined in the contract are being provided at or above the level
12 of Wraparound OC quality standards;

13 9.3 Utilize a method for assuring that all staff rendering services
14 under this Agreement ~~has~~ have the necessary qualifications.

15 9.4 Participate with ADMINISTRATOR in the planning, design, and
16 implementation of a Quality Assurance Program.

17 9.5 Meet monthly with ADMINISTRATOR to discuss trends and resolve
18 Wraparound OC practice and to process issues identified through the Quality
19 Assurance Program.

20 9.6 Utilize a method of identifying and preventing deficiencies in the
21 quality of services as defined by ADMINISTRATOR's policy.

22 9.7 Utilize a method for providing ADMINISTRATOR with a copy of
23 CONTRACTOR case reviews, a clear description of, and corrective action taken,
24 to resolve identified problems.

25 10. FLEX FUNDS

26 Flex Funds are accessible for needed supports and services of Wraparound
27 OC. CONTRACTOR shall use Flex Funds creatively and effectively in the
28 development of services and supports for the Participants and the

1 Participants's Families, to build on family Families' strengths, add value to
2 the stated missions for the family Families', help meet identified needs of
3 the Participants and family Participants' Families, and be relevant to each
4 family's sense of their own identity; this which includes but is not limited
5 to ethnicity, age, nationality, spirituality and traditions, among others.

6 CONTRACTOR's use of Flex Funds shall be purposeful and tied to goals
7 stated in the POC. Flex Funds may be used for emergencies and/or
8 crisis/safety stabilization, implementation strategies and interventions,
9 recognition activities related to milestone achievements and celebrations
10 supporting transition.

11 10.1 All Flex Fund expenditures submitted for reimbursement are
12 subject to approval by ADMINISTRATOR.

13 10.2 ADMINISTRATOR, in its sole discretion, may modify the dollar
14 amount and/or time frame thresholds and/or require prior written authorization
15 for any Flex Fund expenditure.

16 11. FISCAL STRATEGIES

17 CONTRACTOR shall have fiscal strategies in place for implementing
18 Wraparound OC. These strategies shall include, but are not be limited to:

19 11.1 CONTRACTOR shall be required to reserve ten ~~(10)~~ percent (10%) of
20 the contract maximum obligation of this Agreement to be used specifically for
21 Flex Fund purposes.

22 11.2 CONTRACTOR shall develop a plan to ensure staff has timely access
23 to Flex Funds in order to promptly address the Participant's and/or
24 Participants' Families' Family's needs. This plan shall be used to project
25 and strategize services to ensure expenses shall be related to interventions
26 to implement the POC or Safety Plan. This plan will be evaluated regularly by
27 ADMINISTRATOR and CONTRACTOR shall be required to make changes accordingly as
28 determined by ADMINISTRATOR.

1 11.3 CONTRACTOR shall have a mechanism or work flow process in place
2 whereby an emergency Flex Fund request is completed within two (2) business
3 days of the request.

4 11.4 Expenses shall be related to interventions, utilized for
5 implementing the POC or Safety Plan, ~~for interventions, to project and~~
6 ~~strategize services.~~

7 11.5 CONTRACTOR shall put in place procedures for documenting and
8 accounting for the use of all Flex Funds, which shall include retention of
9 comprehensive source documentation in accordance with Paragraph 25 of this
10 Agreement.

11 11.6 CONTRACTOR shall be required to complete and submit the Wraparound
12 Expenditure Form for all purchases made utilizing Flex Funds. The form must be
13 accompanied by valid, legible source documents (i.e., itemized receipts,
14 canceled checks, purchase requests, etc.) for each purchase and shall be
15 signed and dated by the staff person who made the purchase and their his/her
16 supervisor.

17 11.7 CONTRACTOR shall maintain detailed records (including itemized
18 store receipts) of items purchased using gift cards. Usage of gift cards
19 shall be subject to ADMINISTRATOR review and prior, written authorization.

20 11.8 CONTRACTOR shall ensure required flex fund expense information is
21 entered into MIDS, correctly and timely.

22 11.9 CONTRACTOR shall reimburse providers of direct services to
23 Participants for payment of direct, basic needs expenditures authorized
24 through a Participant's POC.

25 11.10 CONTRACTOR shall not directly reimburse Participant and/or
26 Participant's Family member(s) for payment of any expenditure.

27 11.11 CONTRACTOR shall obtain prior written authorization from
28 ADMINISTRATOR for individual purchases made on behalf of a Participant and/or

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

5 11.11.1 ADMINISTRATOR, in its sole discretion, may modify the
6 dollar amount and/or time frame thresholds and/or require prior written
7 authorization for any Flex Fund expenditure.

8 11.11.2 CONTRACTOR shall, within three (3) business days, upon
9 written request from ADMINISTRATOR, provide ADMINISTRATOR with documentation
10 supporting any and all expenses utilizing Flex Funds.

11 11.11.3 Although by nature Wraparound necessitates flexibility in
12 the use of funds to create individualized services and supports for
13 Participants and Participants' Families, CONTRACTOR shall monitor all funding
14 and justify all expenses as reasonable and prudent, and in compliance with
15 Wraparound OC standards.

16 11.12 Flex Funds shall not be used to purchase nor shall ADMINISTRATOR
17 reimburse CONTRACTOR for the purchase of the following:

18 11.12.1 The purchase or improvement of land, construction or
19 permanent improvement of any building or facility;

20 11.12.2 Alcoholic beverages or tobacco products;

21 11.12.3 Lottery tickets;

22 11.12.4 Credit card or revolving credit account bills;

23 11.12.5 Tips in excess of twenty ~~(20)~~ percent (20%) of a meal
24 bill;

25 11.12.6 Legal fees, penalties, damages or fines, including but not
26 limited to ~~;~~ (bounced check fees, attorney fees, restitution penalties,
27 damages due to landlords, etc.);

28 11.12.7 Federal, State, local, property, or business tax

1 assessments;

2 11.12.8 Long-term membership contracts or fees (e.g., multi-year
3 gym memberships, annual contract for karate lessons, etc.);

4 11.12.9 Inappropriate incentive items including violent or
5 sexually explicit videos, movies, magazines, books, etc.; or

6 11.12.10 Controversial therapy methods such as Holding
7 therapy, Rebirthing therapy, or psychophysiological testing (i.e., lie
8 detector tests) and/or controversial treatment programs such as “boot camp”
9 programs utilizing isolation, deprivation, humiliation or shaming
10 interventions and tactics.

11 11.13 The aforementioned unauthorized Flex Fund purchase list may be
12 modified by ADMINISTRATOR at its sole discretion.

13 11.14 Family Budget:

14 11.14.1 CONTRACTOR shall establish procedures ~~which~~ **that** will
15 include a planning document, in which **the** Wraparound Supervisor, in
16 conjunction with **the** assigned Care Coordinator and/or **the** Parent Partner, **will**
17 develop a strategy and projected budget for expenditure and interventions
18 related to ~~the~~ implementation of the POC for the Participant and **the**
19 Participant’s Family based on anticipated needs and safety ~~issues~~ **concerns**
20 during the initial three (3) months of Wraparound OC. These needs may include,
21 but are not limited to:

22 11.14.1.1 Participant involvement in informal and/or formal
23 services such as tutoring **and/or** emotional/behavioral assistance programs;

24 11.14.1.2 Tutoring **and/or** emotional/behavioral assistance
25 programs;

26 11.14.1.3 Child care, **and/or** respite care;

27 11.14.1.4 Suitable clothing, shoes **and/or** other basic
28 needs;

1 11.14.1.5 Cost of utilities, e.g., electricity, gas, sewage
2 or water;

3 11.14.1.6 Documented rental assistance, deposits, and/or a
4 single month's rent to avoid eviction, rent and/or deposits for NMDs preparing
5 to live independently;

6 11.14.1.7 Durable goods such as furniture and appliances;

7 11.14.1.8 Emergency medical/dental and/or medication
8 expenses;

9 11.14.1.9 Transportation costs necessary to get transport
10 Participants to and from medical/counseling appointments, school, work, etc.,
11 including costs for car repairs, as may be needed;

12 11.14.1.10 Expenses for family recreational activities
13 (e.g., movies, zoo) which will include a brief statement outlining the
14 therapeutic value of the activity activities;

15 11.14.1.11 Expenses necessary to assist in normalizing the
16 Participant's life (e.g., music, dance, and/or swimming lessons, equipment or
17 fees to participate in a sport, camp, scouting or other appropriate youth
18 programs, uniforms for employment, etc.); and

19 11.14.1.12 Other needs designed to that promote the
20 Participant's success, safety, and/or permanency in the home, school and
21 community.

22 11.14.2 CONTRACTOR shall not confuse the Family Budget with the
23 Family's separate personal financial budget which shall continue to be managed
24 by the Participant's parent(s)/caregiver(s).

25 11.14.3 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 Family Team. CONTRACTOR shall complete and submit the Family
28 Budget to ADMINISTRATOR within one (1) week of completing the applicable POC.

1 11.14.4 CONTRACTOR shall be responsible for monitoring and
2 administration of the Wraparound Family Budget and for establishing procedures
3 for Contractor's staff to access Flex Funds.

4 11.14.5 CONTRACTOR shall be responsible for providing to
5 ADMINISTRATOR, as part of each POC, justification supporting the Wraparound
6 Family Budget as prudent and necessary to meet the needs of the Participant
7 and Participant's Family and implementing the Wraparound OC process.
8 CONTRACTOR shall submit a copy of the Wraparound Family Budget with each POC.

9 11.14.6 CONTRACTOR shall develop and implement procedures for
10 documenting and accounting for the use of any and all Flex Funds related to
11 each Wraparound Family Budget.

12 11.15 Family Emergency:

13 11.15.1 During the delivery of Wraparound OC services, CONTRACTOR
14 may be called upon to utilize Flex Funds to address a Participant's Family
15 Emergency expenditure(s) which were not previously addressed in the Wraparound
16 Family Budget. These expenditures may include, but are not limited to:

17 11.15.1.1 Housing crisis;

18 11.15.1.2 Lack of food or groceries;

19 11.15.1.3 Immediate need for prescription medication(s)
20 and/or medical attention;

21 11.15.1.4 A Participant's Family's inability to meet their
22 obligation for the cost of utilities obligation;

23 11.15.1.5 Inability of parent(s) and/or caregiver(s) to
24 maintain employment;

25 11.15.1.6 Transportation crisis; and

26 11.15.1.7 Other justified crises that jeopardizes the
27 permanency of the Participant and his/her Family.

28 11.15.2 CONTRACTOR shall be responsible for monitoring and

1 administration of the Family Emergency funds and for establishing procedures
2 for CONTRACTOR's staff to access said funds.

3 11.15.3 CONTRACTOR shall be responsible for updating the
4 Wraparound Family Budget to address Family Emergency expense(s) within
5 fourteen (14) calendar days of the occurrence of the emergency.

6 11.16 Cost of Doing Business Budget (CODB):

7 11.16.1 CODB accounts for the cost of expenses incurred as a
8 routine part of providing Wraparound OC, and that are common to all
9 CONTRACTORS, and not linked to an individual family need. These costs may
10 include, but are not limited to:

11 11.16.1.1 Participating in various activities necessary to
12 develop rapport between the Parent Partner and/or Youth Partner and the
13 Participant and the Participant's Family in the implementation of Wraparound OC;

14 11.16.1.2 Celebrations honoring a Participant and/or
15 Participant's Family's success at achieving milestones and/or concluding
16 Wraparound OC; and

17 11.16.1.3 Providing incentives for Participant's and/or
18 their families that support Wraparound OC practices and the development of
19 Participant's permanency and/or Participant's Family's family self-sufficiency.

20 11.16.2 CONTRACTOR shall be responsible for the monitoring and
21 administration of the CODB funds and for establishing procedures for
22 CONTRACTOR staff to access said funds.

23 11.16.3 CONTRACTOR shall develop and implement procedures for
24 documenting and accounting for the use of any and all CODB funds.

25 12. PERFORMANCE MEASURES

26 12.1 ADMINISTRATOR will evaluate CONTRACTOR based on the following
27 Performance Measures:

28 12.1.1 CONTRACTOR's ability to accurately develop Wraparound

1 Family Budgets that identify reflect the needs of the Participant and the
2 Participant's Family and keep expenditures within established budgets;

3 12.1.2 CONTRACTOR's ability to sensibly manage Flex Funds while
4 providing Participants and Participants' Families with services and supports
5 that enhance Wraparound OC-;

6 12.1.3 The overall use of Flex Funds in providing Wraparound OC;

7 12.1.4 CONTRACTOR's ability to develop methods for Participant
8 Families to develop and maintain self-sufficiency and transition from formal
9 to informal services and support systems as the Wraparound OC process
10 progresses; and

11 12.1.5 The number of Participants that successfully conclude
12 Wraparound OC.

13 12.2 ADMINISTRATOR may add, delete or otherwise modify the Performance
14 Measures identified in Paragraph 12 of this Exhibit A, provided said
15 modifications are specific to addressing Flex Funds usage as it applies to
16 effectively transitioning Participants and Participants' Families from
17 dependency to self-sufficiency.

18 13. INVOICING

19 13.1 In accordance with Subparagraph 19.3 of this Agreement, CONTRACTOR
20 shall submit invoices and supporting documentation to ADMINISTRATOR no later
21 than the twentieth (20th) calendar day of the month following service delivery.
22 Supporting documentation to accompany invoices shall include, but is not be
23 limited to:

24 13.1.1 A completed MIDS report listing Flex Fund expenditures for
25 each Participant served during the month;

26 13.1.2 The New or revised POC developed for each Participant
27 served during the month;

28 13.1.3 All Applicable Flex Fund Requests and backup

1 documentation;

2 13.1.4 A detailed list of applicable SSA costs in a format
3 approved by ADMINISTRATOR; and

4 13.1.5 A copy of the HCA expenditure/revenue/staffing report for
5 the month services are provided.

6 13.1.6 It is mutually understood that ADMINISTRATOR may, at its
7 sole discretion, delay processing invoices for payment until all supporting
8 documentation referenced in Subparagraph 13.1 of this Exhibit A is submitted
9 to ADMINISTRATOR.

10 14. WRAPAROUND REPORTING REQUIREMENTS

11 In addition to reporting requirements referenced in Paragraph 37 of this
12 Agreement, CONTRACTOR shall establish procedures, as approved by
13 ADMINISTRATOR, to document fiscal and service delivery data regarding
14 Wraparound OC. CONTRACTOR shall submit to ADMINISTRATOR Wraparound OC data in
15 formats that shall include, but are not be limited to, month and year-to-date
16 summaries as well as fiscal and service delivery data. As instructed by
17 ADMINISTRATOR, CONTRACTOR shall enter required data into the MIDS database.

18 14.1 Wraparound Phase and Progress Report:

19 CONTRACTOR shall enter and maintain and/or update MIDS database by
20 no later than the next business day of receiving information, including but
21 not limited to, changes in current data in order to generate accurate reports,
22 which include, but are not limited to, the following:

23 14.1.1 Participant's and/or Participant's Family's address and
24 phone number;

25 14.1.2 Participant's Legal Status (i.e., Ward or Dependent of the
26 Juvenile Court and/or engaged in Family Reunification (FR), Family Maintenance
27 (FM), Voluntary Family Services (VFS), Adoption Assistance Program (AAP),
28 etc.);

1 14.1.3 Referring party's SSW, DPO, or MH ~~Health~~ Case Manager.

2 14.1.4 The ~~Names~~ of the Care Coordinator, Parent Partner, and
3 Youth Partner, if applicable, assigned to each Participant's case;

4 14.1.5 The current Wraparound phase, as described in Subparagraph
5 2.6 of this Exhibit A, of the Participant's case;

6 14.1.6 The date(s) of the first face-to-face meeting(s) occurred
7 between the Participant and the Participant's Family and the Care Coordinator,
8 Parent Partner and Youth Partner;

9 14.1.7 The date(s) of the most recent face-to-face meeting(s)
10 between the Participant and the Participant's Family and the Care Coordinator,
11 Parent Partner and Youth Partner occurred during the month;

12 14.1.8 The frequency ~~in with~~ which face-to-face meetings between
13 the Participant and the Participant's Family and the Parent Partner, Care
14 Coordinator and Youth Partner occurred during the month;

15 14.1.9 The date and version number of the current POC or POC
16 Addendum;

17 14.1.10 A notation as to whether the Participant's case is
18 CalWORKs related;

19 14.1.11 The name of each Care Coordinator and the Wraparound
20 number and names of each Participants and the names of the Participant's
21 Family members who are part of the Wraparound Team; ~~Families and number of~~
22 ~~Wraparound OC Slots assigned to the specific Care Coordinator;~~

23 14.1.12 The name of each Parent Partner and the Wraparound number
24 and names of each Participants and the names of the Participant's Family
25 members who are part of the Wraparound Team; ~~Families and number of Wraparound~~
26 ~~OC Slots assigned to the specific Care Coordinator~~

27 14.1.13 The name of each Parent Partner and the number of
28 Wraparound OC Slots assigned ~~per~~ to each Parent Partner;

1 14.1.14 The name of each Care Coordinator and the number of
2 Wraparound OC Slots assigned ~~per~~ to each Care Coordinator;

3 14.1.15 The name of each Youth Partner and the Wraparound number
4 and names of each Participants assigned to ~~the~~ each specific Youth Partner;

5 14.1.16 The name of each MTEC TFCO-OC Youth Partner and the
6 Wraparound number and names of each Participants assigned to ~~the~~ each specific
7 MTEC TFCO-OC Youth Partner;

8 14.1.17 The name of each Wraparound Supervisor and the number of
9 Parent Partners, Care Coordinators, and Youth Partners, supervised by ~~the~~ each
10 specific Wraparound Supervisor;

11 14.1.18 A list of all Wraparound Supervisors, by name, ~~that~~ who
12 supervised other programs within the CONTRACTOR's organization; the percentage
13 of time, based on 1.0 FTE, that said Wraparound Supervisor(s) supervised other
14 programs; and the date prior written approval was obtained by CONTRACTORS from
15 COUNTY ADMINISTRATOR authorizing the supervision;

16 14.1.19 The number of cases in which contact between Care
17 Coordinator/Parent Partner/Youth Partner and Participant's Family was
18 initiated within three (3) business days of case assignment to Contractor;

19 14.1.20 The name of each MTEC TFCO-OC Youth Partner and the number
20 and names of each Participants assigned per MTEC TFCO-OC Youth Partner;

21 14.1.21 The name of each Youth Partner and the Wraparound number
22 and names of each Participants assigned ~~per~~ to each Youth Partner;

23 14.1.22 The number of ETM and/or FTMs held during ~~the~~ each month;

24 14.1.23 A description of CONTRACTOR progress in implementing ~~the~~
25 each Participant's specific Wraparound OC Phase, the successes and/or
26 shortfalls in implementation, and strategies for improvement;

27 14.1.24 A list of all informal supports and community resources
28 identified and made available to Participants and Participants' Families, the

1 successes and failures in obtaining and/or implementing resources, and
 2 ~~strategy~~ strategies for improvement; and

3 14.1.25 A list of all PNP services identified and made available
 4 to Participants and Participants' Families, the successes and failures in
 5 obtaining and/or implementing services, and strategies for improvement.

6 14.2 Child Out of Home Report (COR):

7 CONTRACTOR shall enter into MIDS on the day information is
 8 received or no later than the next business day, information, which shall
 9 include the date the Participant left the home and under what circumstances.
 10 Upon the Participant's return, or upon the date information of their regarding
 11 the Participant's whereabouts is received, or no later than the next business
 12 day, CONTRACTOR shall immediately update COR information in MIDS, ~~or no later~~
 13 ~~than the next business day~~. Information shall include, but is not be limited
 14 to:

15 14.2.1 Participant's name;

16 14.2.2 Participant's Date of placement;

17 14.2.3 Participant's Date of Legal Status Change (i.e., Ward or
 18 Dependent of the Juvenile Court and/or engaged in Family Reunification (FR),
 19 Family Maintenance (FM), Voluntary Family Services (VFS), Adoption Assistance
 20 Program (AAP), etc.);

21 14.2.4 Name and location of placement facility ~~and location~~; and

22 14.2.5 Date the Participant was removed from and/or returned to
 23 the placement, as applicable.

24 14.3 Wraparound OC Flex Fund Report:

25 CONTRACTOR shall enter all Flex Fund expenditures for the previous
 26 month into MIDS no later than the twentieth (20th) of each month. The
 27 information entered ~~that~~ shall include but not be limited to the following:

28 14.3.1 Payments made utilizing Flex Funds for commodities and/or

1 services identified in each POC;

2 14.3.2 The relevance of the purchase(s) to POC.

3 14.3.3 How the commodity or commodities and/or services made the
4 anticipated impact on Participant and/or Participant's Family within the POC
5 time frame; and

6 14.3.4 The type(s) of expense(s) and funding source.

7 14.4 Wraparound OC Outcome Measures Report:

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

19 14.5 Wraparound OC SSA and HCA Programmatic Report:

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

27 14.6 Miscellaneous Wraparound OC Reports:

28 CONTRACTOR shall comply with ADMINISTRATOR's request for

1 additional reports regarding the a Participant's progress in Wraparound OC.
 2 Reports shall be prepared in a format approved by ADMINISTRATOR.
 3 ADMINISTRATOR will provide details as to the nature of the information
 4 requested in additional reports, and will allow CONTRACTOR thirty (30)
 5 calendar days to respond.

6 14.7 ADMINISTRATOR and CONTRACTOR may mutually agree in writing to
 7 modify the frequency that the reports are submitted to ADMINISTRATOR.

8 14.8 Special Incident Report (SIR):

9 CONTRACTOR shall complete a Special Incident Report (~~SIR~~), in the
 10 event there are is any incidents of unusual, aggressive, or high-risk behavior
 11 by a Participant and/or a Participant's Family member(s); there are any
 12 serious injuries or death suffered by any party during delivery of services;
 13 any time a Participant's and/or Participant's Family member's confidentiality
 14 is compromised; and/or if Participant's and/or a Participant's Family member
 15 exhibit inappropriate behavior. In such event(s), CONTRACTOR shall:

16 14.8.1 Use the ~~SIR~~ Special Incident Report form provided by
 17 ADMINISTRATOR and follow all applicable instructions-;

18 14.8.2 Immediately notify ADMINISTRATOR, or designee, by
 19 telephone in the event of a death or serious injury, and/or in the event there
 20 may be media coverage, and/or if the ~~SIR~~ Special Incident Report will be
 21 delayed beyond the required twenty-four (24)-hour notification requirement;

22 14.8.3 Submit—~~SIR~~ Special Incident Report to ADMINISTRATOR, or
 23 designee, within twenty-four (24) hours of the special incident;

24 14.8.4 Immediately report any and all threats of violence by
 25 Participant and/or Participant's family member(s) to the ADMINISTRATOR,
 26 assigned Probation Officer and/or SSA SSW and/or the referring HCA clinician;

27 14.8.5 State Report all details of the incident clearly and
 28 completely, including any action(s) taken.

15. COMPLIANCE AUDIT

15.1 CONTRACTOR shall make available, within ten (10) days from the date of request by ADMINISTRATOR, a selection of CONTRACTOR's case records for those Participants referred by ADMINISTRATOR. The review shall include, but will not be limited to, an evaluation of the necessity and appropriateness of services provided, length of services, timeliness of required reports, and completeness of Participant records. Cases to be reviewed shall be selected by ADMINISTRATOR.

15.2 In addition to audit requirements outlined in Paragraph 25 of the Agreement, CONTRACTOR shall be required to allow SSA CFS Program Liaisons and SSA Contract Administrators access to Participant files for Wraparound OC Direct Service Providers Compliance Audits to review and evaluate CONTRACTOR's documents, records, and performance. COUNTY shall determine frequency of audits. CONTRACTOR will receive advance notice of when regarding the dates(s) the Compliance Audit will take place, and will receive both verbal and written feedback.

16. BUDGET

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

YEAR 1 BUDGET (July 1, 2013 through June 30, 2014)

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>				
Wraparound Supervisor	1.0	29.00-30.50	30.50	63,440
Wraparound Supervisor (bi-lingual)	2.0	29.00-30.50	30.50	120,640
Care Coordinator	3.0	18.00-19.75	19.75	120,016
Care Coordinator (bi-lingual)	6.0	18.50-20.25	20.25	244,192
Parent Partner	3.0	15.00-15.75	15.75	95,576
Parent Partner (bi-lingual)	6.0	15.50-16.75	16.75	199,992

1	Youth Partner	3.0	15.00-15.75	15.75	97,656
2	Youth Partner (bi-lingual)	6.0	15.50-17.75	17.75	<u>204,880</u>
3	SUBTOTAL DIRECT SERVICE SALARIES				\$1,146,392
4	DIRECT SERVICE BENEFITS (19.31% TOTAL)				<u>221,407</u>
5	TOTAL DIRECT SALARIES AND BENEFITS				\$1,367,799
6	<u>ADMINISTRATIVE POSITIONS</u>				
7	Program Director	1.0	32.00-36.00	36.00	74,880
8	Quality Assurance/Billing	1.0	18.00-21.00	21.00	<u>43,472</u>
9	SUBTOTAL ADMINISTRATIVE SALARIES				\$118,352
10	ADMINISTRATIVE SERVICE BENEFITS (15.67% TOTAL)				<u>18,545</u>
11	SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS				<u>\$136,897</u>
12	TOTAL ALL SALARIES AND BENEFITS				\$1,504,696
13	<u>SERVICES AND SUPPLIES</u>				
14	Office Expense				4,800
15	Program Expense				5,400
16	Telephone				19,200
17	Mileage ⁽⁴⁾				57,000
18	Advertising				2,200
19	Training				<u>3,000</u>
20	SUBTOTAL SERVICES AND SUPPLIES				\$91,600
21	<u>OPERATING EXPENSES</u>				
22	Facility Lease/Rental				78,490
23	Equipment Lease/Rental				6,000
24	Insurance				<u>6,714</u>
25	SUBTOTAL OPERATING EXPENSES				\$91,204
26	SUBTOTAL SALARIES, BENEFITS,				\$1,687,500
27	SUPPLIES AND OPERATING EXPENSES				
28	INDIRECT COSTS (12%)				<u>\$202,500</u>
29	SUBTOTAL SALARIES, BENEFITS,				\$1,890,000
30	SUPPLIES, OPERATING EXPENSES, AND				
31	INDIRECT COSTS				
32	WRAPAROUND FLEX FUNDS ⁽⁵⁾				<u>\$210,000</u>
33	TOTAL LINE ITEM BUDGET FOR YEAR 1				\$2,100,000

YEAR 2 BUDGET (July 1, 2014 through June 30, 2015)

	<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
34	<u>DIRECT SERVICE POSITIONS</u>				
35	Wraparound Supervisor	1.0	29.00-30.50	30.50	63,440

1	Wraparound Supervisor (bi-lingual)	2.0	29.00-30.50	30.50	120,640
2	Care Coordinator	3.0	18.00-19.75	19.75	120,016
3	Care Coordinator (bi-lingual)	6.0	18.50-20.25	20.25	244,192
4	Parent Partner	3.0	15.00-15.75	15.75	95,576
5	Parent Partner (bi-lingual)	6.0	15.50-16.75	16.75	199,992
6	Youth Partner	3.0	15.00-15.75	15.75	97,656
7	Youth Partner (bi-lingual)	6.0	15.50-17.75	17.75	<u>204,880</u>
8	<u>SUBTOTAL DIRECT SERVICE SALARIES</u>				\$1,146,392
9	<u>DIRECT SERVICE BENEFITS (19.31% TOTAL)</u>				<u>221,407</u>
10	<u>TOTAL DIRECT SALARIES AND BENEFITS</u>				\$1,367,799
11	<u>ADMINISTRATIVE POSITIONS</u>				
12	Program Director	-1.0	32.00-36.00	36.00	74,880
13	Quality Assurance/Billing	-1.0	18.00-21.00	21.00	<u>43,472</u>
14	<u>SUBTOTAL ADMINISTRATIVE SALARIES</u>				\$118,352
15	<u>ADMINISTRATIVE SERVICE BENEFITS (15.67% TOTAL)</u>				<u>18,545</u>
16	<u>SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS</u>				\$136,897
17	<u>TOTAL ALL SALARIES AND BENEFITS</u>				\$1,504,696
18	<u>SERVICES AND SUPPLIES</u>				
19	Office Expense				4,800
20	Program Expense				5,400
21	Telephone				19,200
22	Mileage ⁽⁴⁾				57,000
23	Advertising				2,200
24	Training				<u>3,000</u>
25	<u>SUBTOTAL SERVICES AND SUPPLIES</u>				\$91,600
26	<u>OPERATING EXPENSES</u>				
27	Facility Lease/Rental				78,490
28	Equipment Lease/Rental				6,000
29	Insurance				<u>6,714</u>
30	<u>SUBTOTAL OPERATING EXPENSES</u>				\$91,204
31	<u>SUBTOTAL SALARIES, BENEFITS,</u>				\$1,687,500
32	<u>SUPPLIES AND OPERATING EXPENSES</u>				
33	<u>INDIRECT COSTS (12%)</u>				<u>202,500</u>
34	<u>SUBTOTAL SALARIES, BENEFITS,</u>				\$1,890,000
35	<u>SUPPLIES, OPERATING EXPENSES, AND</u>				
36	<u>INDIRECT COSTS</u>				
37	<u>WRAPAROUND FLEX FUNDS⁽⁵⁾</u>				<u>\$210,000</u>

~~TOTAL LINE ITEM BUDGET FOR YEAR 2~~ \$2,100,000

YEAR 3 Budget for the Period of July 1, 2015 2016 through June

30, 2016 2017

	<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>					
6	Wraparound Supervisor	1.0	29.00-30.50	30.50	63,440
7	Wraparound Supervisor (bi-lingual)	2.0	29.00-30.50	30.50	120,640
8	Care Coordinator	3.0	18.00-19.75	19.75	120,016
9	Care Coordinator (bi-lingual)	6.0	18.50-20.25	20.25	244,192
10	Parent Partner	3.0	15.00-15.75	15.75	95,576
11	Parent Partner (bi-lingual)	6.0	15.50-16.75	16.75	199,992
12	Youth Partner	3.0	15.00-15.75	15.75	97,656
	Youth Partner (bi-lingual)	6.0	15.50-17.75	17.75	<u>204,880</u>
13	SUBTOTAL DIRECT SERVICE SALARIES				\$1,146,392
14	DIRECT SERVICE BENEFITS (19.31% TOTAL)				<u>221,407</u>
15					<u>221,402</u>
16	TOTAL DIRECT SALARIES AND BENEFITS				<u>1,367,799</u>
					<u>\$1,367,794</u>
<u>ADMINISTRATIVE POSITIONS</u>					
18	Program Director	1.0	32.00-36.00	36.00	74,880
19	Quality Assurance/Billing	1.0	18.00-21.00	21.00	<u>43,472</u>
20	SUBTOTAL ADMINISTRATIVE SALARIES				\$118,352
	ADMINISTRATIVE SERVICE BENEFITS (15.67% TOTAL)				<u>18,545</u>
21	SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS				<u>\$136,897</u>
22					<u>\$136,902</u>
23	TOTAL ALL SALARIES AND BENEFITS				\$1,504,696
<u>SERVICES AND SUPPLIES</u>					
24	Office Expense				4,800
25	Program Expense				5,400
26	Telephone				19,200
27	Mileage ⁽⁴⁾				57,000
28	Advertising				2,200
	Training				<u>3,000</u>
	SUBTOTAL SERVICES AND SUPPLIES				\$91,600
<u>OPERATING EXPENSES</u>					

1	Facility Lease/Rental	78,490
	Equipment Lease/Rental	6,000
2	Insurance	<u>6,714</u>
	SUBTOTAL OPERATING EXPENSES	\$91,204
3	SUBTOTAL SALARIES, BENEFITS,	
4	SUPPLIES AND OPERATING EXPENSES	\$1,687,500
5	INDIRECT COSTS (12%)	<u>\$202,500</u>
	SUBTOTAL SALARIES, BENEFITS,	
6	SUPPLIES, OPERATING EXPENSES, AND	\$1,890,000
7	INDIRECT COSTS	
8	WRAPAROUND FLEX FUNDS ⁽⁵⁾	<u>\$210,000</u>
	TOTAL LINE ITEM BUDGET FOR YEAR 3	\$2,100,000
9	MAXIMUM COUNTY OBLIGATION (7/1/16 - 6/30/17)	
10	TOTAL MAXIMUM COUNTY OBLIGATION (7/1/13-6/30/16)	\$6,300,000

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked. CONTRACTOR shall ensure a minimum of at least thirty percent (30%) of direct service staff is proficient in Spanish.

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

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

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

(5) Wraparound Flexible Fund line item may be changed, deleted, or otherwise modified only by ADMINISTRATOR. Wraparound Flexible Funds are not available for use by CONTRACTOR in providing Program Services without prior approval of ADMINISTRATOR.

16.1 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 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.

1 17. STAFFING

2 17.1 CONTRACTOR shall provide the following described staff positions
3 and shall submit, in a format provided and/or approved by ADMINISTRATOR,
4 monthly staffing reports to ADMINISTRATOR. Staffing Reports shall report
5 actual staff hours worked by position, and shall include the position title
6 and monthly salary and benefits. CONTRACTOR shall recruit, train, and
7 supervise Care Coordinator(s), Wraparound Supervisor(s), Parent Partner(s),
8 and Youth Partner(s) in accordance with standards developed by Wraparound OC
9 for provision of Wraparound.

10 17.2 CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24)
11 standard business hours when a Care Coordinator, Wraparound Supervisor, Parent
12 Partner or Youth Partner is hired, providing the name and date hired for each
13 employee, as well as qualifications and copy(ies) of diploma(s).

14 17.3 CONTRACTOR shall, for each employee, maintain an employee file
15 that contains the Care Coordinator's, Wraparound Supervisor's, Parent
16 Partner's, or Youth Partner's resume and proof of qualifications. Upon
17 reasonable notice, CONTRACTOR shall provide ADMINISTRATOR access to employee
18 files to audit for compliance with this requirement.

19 17.4 CONTRACTOR shall comply with all CDSS Community Care Licensing
20 Division regulations for Group Home Service Providers regarding background
21 checks on all potential employees.

22 18. MINIMUM STAFFING EDUCATION, EXPERIENCE AND DUTIES REQUIREMENTS

23 The following indicates the minimum education and experience
24 requirements and duties for direct services staff. Proof of education,
25 experiences, and licensure shall be required. COUNTY reserves the right to
26 make modifications to Minimum Staffing Education and Experience Requirements
27 as it deems to be in the best interests of COUNTY:

28 18.1 Program Director:

1 Duties:

2 18.1.1 Provide oversight and supervision for Wraparound OC
3 Program, including individual supervision of Wraparound Supervisors one (1)
4 time each week and group supervision one (1) time each week.

5 18.1.2 Ensure CONTRACTOR agency is compliant with staffing
6 requirements, staff coverage is maintained, including all on-call assignments.

7 18.1.3 Maintain cooperative and effective working relationships
8 with her/his Wraparound OC staff in or order to provide maximum support to
9 Participants and Participant's Families.

10 18.1.4 Provide clarification, direction, support and emergency
11 crisis management to Wraparound OC direct service staff, twenty-four (24)
12 hours a day, seven(7) days a week, including holidays, utilizing an on-call
13 system after normal business hours.

14 18.1.5 Participate in mandatory training and ensure her/his
15 Wraparound OC staff participate in mandatory trainings as determined by
16 COUNTY.

17 18.1.6 Provide a periodic, as determined by ADMINISTRATOR,
18 reviews of the POC using the audit tool as provided by ADMINISTRATOR.

19 18.1.7 Attend quarterly QA meetings with County's Wraparound OC
20 Program Administrator.

21 18.1.8 Attend monthly WRIT and POC presentations.

22 18.1.9 Review Individual Service Reports (ISR) for accuracy.

23 18.1.10 Review Wraparound OC expenditure forms and invoices for
24 accuracy and submit to ADMINISTRATOR by County deadlines.

25 18.1.11 Monitor and review Medi-Cal billing and IRIS input to
26 ensure agreement between units of service reported to HCA and SSA
27 ADMINISTRATOR.

28 18.1.12 Monitor and review Medi-Cal HCA monthly

1 expenditure/revenue report to ensure agreement between units of service and
2 cost of services reported to HCA and SSA ADMINISTRATOR.

3 18.1.13 Review and verify Flex Fund usage procedures are in
4 compliance with COUNTY requirements.

5 18.1.14 Responsible for timely and accurate collection and
6 submission of monthly reports, including evaluation data as requested by
7 ADMINISTRATOR.

8 18.1.15 .Monitor and maintain ongoing and/or annual required
9 background checks and clearances of all agency Wraparound OC staff as required
10 by COUNTY.

11 18.1.16 Ensure boundaries are established and maintained between
12 staff and Participants and/or Participant's families.

13 18.1.17 Adhere to the COUNTY Code of Conduct ~~as required by~~
14 ~~CONTRACTOR and COUNTY~~ provided during the Wraparound OC Core Four Day
15 Training, described in Paragraph 5.2.

16 Minimum Qualifications:

17 18.1.18 Master's Degree in psychology, sociology, social work or a
18 related field from an accredited college or university.

19 18.1.19 License or License eligible Marriage and Family Therapist
20 or Licensed Clinical Social Worker (LCSW).

21 18.1.20 Three (3) years related counseling experience in addition
22 to supervisory and administrative experience.

23 18.1.21 Knowledge of theory and techniques of individual, family,
24 and group dynamics, as well as substance abuse issues.

25 18.1.22 One (1) year experience working with target population as
26 defined in Paragraph 1 of this Exhibit A.

27 18.1.23 Possess a valid California Driver's License and proof of
28 automobile insurance.

1 18.2 Wraparound Supervisor:

2 Duties:

3 18.2.1 Maintain a staffing schedule ensuring that no more than
4 ten (10) FTE Wraparound OC staff, Care Coordinators, Parent Partners, and/or
5 Youth Partners, are under his/her direct supervision at any time.

6 18.2.2 Maintain cooperative and effective working relationships
7 with her/his staff in order to provide maximum support to Participants and
8 Participant's Families.

9 18.2.3 Attend a minimum of one (1) Wraparound OC meeting per
10 month held by SSA ADMINISTRATOR or designee.

11 18.2.4 Attend monthly WRIT and POC presentations.

12 18.2.5 Inform immediately of any emergencies and/or critical
13 incidents involving Participants and/or Participants' Families and submit
14 necessary paperwork within established timeframe (twenty-four hours).

15 18.2.6 Ensure that all documents and procedural forms are signed
16 and submitted to WRIT within designated time frames timeframes.

17 18.2.7 Ensure accuracy and timeliness of POC and all other
18 documents requiring Wraparound Supervisor's signature and/or approval.

19 18.2.8 Notify ADMINISTRATOR of changes in Family Team
20 composition, through the update of the Phase and Progress Report.

21 18.2.9 Maintain accountability for all Wraparound Policies and
22 Procedures as provided by WOG and/or WRIT.

23 18.2.10 Provide orientation and training in Wraparound OC to all
24 new Care Coordinators, Parent Partners, and Youth Partners.

25 18.2.11 Monitor service utilization, review monthly reports, and
26 POCs, and Prevention and Safety Plans, and provide feedback to Care
27 Coordinators.

28 18.2.12 Monitor Flex Fund expenditures, MIDS entries and reports

1 for accuracy.

2 18.2.13 Monitor situation(s) in which Participant(s) may be at-
3 risk of placement disruption and ensure timely submission of COR.

4 18.2.14 ~~Notify~~ Monitor and report to ADMINISTRATOR ~~all~~ if any
5 Wraparound staff, including the Wraparound Director, Supervisor, Care
6 Coordinator, Parent Partner and/or Youth Partner, ~~activities if~~ are called to
7 testify in Juvenile Court and/or if Wraparound OC records are subpoenaed.

8 18.2.15 Conduct regular meetings with Care Coordinators, Parent
9 Partners and Youth Partners to share information regarding Wraparound issues
10 and the status of involvement with individual Participants and Families,
11 including a minimum of one (1) hour per week of individual supervision, and
12 regular team group supervision. Individual supervision shall include ongoing
13 feedback and support regarding each Care Coordinator's, Parent Partner's, and
14 Youth Partner's strengths as well as areas requiring improvement.

15 18.2.16 Provide Care Coordinators, Parent Partners, and Youth
16 Partners with tools to maximize safety (such as i.e., cell phones/pagers,
17 training on community safety, etc.) and remain receptive to and address Care
18 Coordinators, Parent Partners, and Youth Partners' ~~needs concerning community~~
19 safety concerns.

20 18.2.17 Be available to provide clarification, direction, support
21 and emergency crisis management to Contractor's direct service staff twenty-
22 four (24) hours a day, seven (7) seven days a week, including holidays,
23 utilizing an on-call system after normal direct service hours.

24 18.2.18 Participate in mandatory trainings and ensure that Care
25 Coordinators, Parent Partners, and Youth Partners also participate in
26 mandatory trainings as determined by ADMINISTRATOR.

27 18.2.19 Provide coverage for Care Coordinators, Parent Partners,
28 and Youth Partners, as needed.

1 18.2.20 Attend one (1) Participant and FTM per Care Coordinator
2 per month and utilize Team Observation Form, or similar tool, to ensure
3 fidelity to the Wraparound OC process and to provide staff with behavioral
4 feedback.

5 18.2.21 Assist Care Coordinators, Parent Partners, and Youth
6 Partners in empowering Family Teams; i.e., building on strengths, meeting
7 needs, and utilizing community resources.

8 18.2.22 Conduct meetings, to include ETMs, with Family Team
9 members to solve challenging issues, as needed.

10 18.2.23 Provide Care Coordinators, Parent Partners, and Youth
11 Partners with ongoing assistance to work through crisis situations as well as
12 day-to-day trouble shooting.

13 18.2.24 Review all Participant cases pending conclusion with the
14 Care Coordinator assigned to the case, and ensure adequate transition
15 planning.

16 18.2.25 Conduct regular performance evaluations for staff assigned
17 for supervision.

18 18.2.26 Ensure boundaries are established and maintained between
19 staff and Participants and/or Participants' families.

20 18.2.27 Review and approve requests for Flex Fund expenditures, as
21 indicated on the POC and Family Budget.

22 18.2.28 Review and verify Flex Fund usage procedures are in
23 compliance with Contractor's **CONTRACTOR's** established fiscal strategies.

24 18.2.29 Review Wraparound and Medi-Cal case notes for **Participants**
25 **and Participants' Families** served by Care Coordinators under **his/her direct**
26 supervision.

27 18.2.30 Review all documentation prepared by Care Coordinators,
28 Parent Partners, and Youth Partners under **his/her direct** supervision, for

1 services provided by Wraparound and Medi-Cal.

2 18.2.31 Review program documentation to ensure accuracy and
3 fidelity to the Wraparound OC process.

4 18.2.32 Participate in a minimum of six (6) "Professional Growth
5 for Wraparound Supervisors" trainings each year, as offered by ADMINISTRATOR.

6 18.2.33 Adhere to the COUNTY Code of Conduct ~~as required by~~
7 ~~CONTRACTOR and COUNTY~~ provided during the Wraparound OC Core Four Day
8 Training, described in Paragraph 5.2.

9 Minimum Qualifications:

10 18.2.34 Master's degree in social work, psychology, nursing,
11 occupational therapy, or a related field from an accredited college or
12 university.

13 18.2.35 Licensed or license eligible MFT or LCSW.

14 18.2.36 One (1) year of experience in human services, preferably
15 case management.

16 18.2.37 One (1) year of experience in care coordination or similar
17 experience.

18 18.2.38 One (1) year of experience working with target population
19 as defined in Paragraph 1 of this Exhibit A.

20 18.2.39 Possess a valid California Driver's License and proof of
21 automobile insurance.

22 18.3 Care Coordinator:

23 Duties:

24 18.3.1 Maintain a caseload of eight to ten (8-10) slots with an
25 average of fifteen to sixteen (15-16) hours of service contacts per month per
26 Participant or Participant's Family Team. The fifteen to sixteen (15-16) hours
27 includes telephone contacts, face-to-face contacts with the Participant or the
28 Participant's Family, consultation time as necessary, case management and

1 documentation, and identified crisis time.

2 18.3.2 Assemble the Participant's Family Team within three (3)
3 weeks of case assignment, by interviewing the Participant's #Family and
4 identifying #Family members, natural supports, agency representatives and
5 other persons who are significant persons to the Participant and/or the
6 Participant's Family.

7 18.3.3 Coordinate the meeting with the Participant and the
8 Participant's Family Team and develop the individualized POC based on the
9 Participant and the Participant's Family Team's strengths and needs. The POC
10 shall include a comprehensive twenty-four (24) hour Safety Plan. The POC shall
11 reflect the best possible fit with the culture, values, and beliefs of the
12 Participant and Participant's #Family and shall be submitted to ADMINISTRATOR
13 within thirty (30) calendar days of assignment.

14 18.3.4 Assist the Participant and the Participant's Family Team
15 to access strength based mental health, social services, education services,
16 and other supports and services as identified by the Participant and the
17 Participant's Family Team including services available through the PNP.

18 18.3.5 Provide or secure support and crisis/emergency services
19 for the Participant and/or the Participant's Family Team including services
20 available through the PNP. This may be done through face-to-face contact,
21 telephone contact, or availability by beeper, pager, or an on-call system.

22 18.3.6 Ensure that the Participant and the Participant's Family
23 Team are involved in all phases of determining the goals and needs to be
24 identified—included in the POC.

25 18.3.7 Discuss the provision and quality of activities actually
26 provided with the Participant and the Participant's Family Team, and ensure
27 that activities—being provided are responsive to the goals and needs
28 identified in the POC.

1 18.3.8 Meet with Participant and/or the Participant's Family as
2 when scheduled and immediately notify, via telephone, the Participant and the
3 Participant's Family Team, including the Participant's parent/caregiver and
4 the Referring Party if the Referring Party has been invited to or is expected
5 to attend the scheduled meeting, via telephone when a change in scheduling or
6 cancellation is unavoidable.

7 18.3.9 Modify the POC whenever services or resources need to be
8 added, modified, and/or deleted.

9 18.3.10 Act as a liaison for the Participant and the Participant's
10 Family Team when new services and/or resources need to be sought or developed.

11 18.3.11 Provide transportation for Participant(s) to appointments
12 or to access services as required. When transporting a minor Participant, the
13 Participant's parent(s), caregiver(s) or other responsible adult identified by
14 the Participant's Family Team must accompany the Participant unless approved
15 in advance by Wraparound Supervisor or Director.

16 18.3.12 Maintain cooperative and effective working relationships
17 with Wraparound Team's Parent Partner and Youth Partner in order to provide maximum
18 support to Participants and Participant's Families.

19 18.3.13 Ensure boundaries are established and maintained between
20 her/himself and Participants and/or Participants' families.

21 18.3.14 Provide clarification, direction, support and emergency
22 crisis management to Parent Partners and Youth Partners, twenty-four (24)
23 hours a day, seven (7) days a week, including holidays, utilizing an on-call
24 system after normal business hours.

25 18.3.15 Complete all necessary documentation required by
26 ADMINISTRATOR including inputting of data into MIDS, and participation in the
27 WFI process.

28 18.3.16 Maintain accurate information, ensuring that each

1 Participant and Participant's Family's demographic information is updated at
2 all times.

3 18.3.17 Participate in all meetings and training sessions as
4 required by WOG or WRIT.

5 18.3.18 Participate in Quality Assurance/Quality Improvement
6 studies as required by WOG or WRIT.

7 18.3.19 Participate in a minimum of six (6) Professional Growth
8 for Care Coordinators trainings each year, as offered by ADMINISTRATOR.

9 18.3.20 Adhere to the COUNTY Code of Conduct as required by
10 CONTRACTOR and COUNTY provided during the Wraparound OC Core Four Day
11 Training, described in Paragraph 5.2.

12 Minimum Qualifications:

13 18.3.21 Bachelor's degree in social work, psychology, nursing,
14 occupational therapy, or a related field from an accredited college or
15 university.

16 18.3.22 One (1) year of experience in human services, preferably
17 case management.

18 18.3.23 One (1) year of experience working with target population
19 as defined in Paragraph 1 of this Exhibit A.

20 18.3.24 Possess a valid California Driver's License and proof of
21 automobile insurance.

22 18.4 Parent Partner:

23 Duties:

24 18.4.1 Provide "one-on-one" interaction with Parents/Caregivers
25 of Participant(s) in the Wraparound OC or with NMD. The level of "hands on"
26 interaction will depend upon the individual needs of the Participant's Family
27 or the NMD.

28 18.4.2 Attend all scheduled FTMs and assist the

1 Parents/Caregivers or NMD in experiencing voice, choice, and ownership of
2 their goals as agreed upon by the Participant and Family Team and documented
3 in their POC and Safety Plan.

4 18.4.3 Perform other duties in support of the Wraparound OC
5 Program as assigned, including participation in the WFI process.

6 18.4.4 Be available to provide telephone support and crisis de-
7 escalation to Participant's Parents/Caregivers or NMD twenty-four (24) hours a
8 day, seven (7) seven days a week, including holidays, through an on-call
9 system after normal direct service hours.

10 18.4.5 Meet with Parents/Caregivers or NMD outside of FTMs to
11 support, empower, and assist/coach the Parent/Caregiver or NMD in completing
12 interventions and/or activities.

13 18.4.6 As determined by the Family Team, assist the NMD in
14 becoming involved in academic, social and recreational activities; ~~assist with~~
15 ~~preparing for and obtaining~~ employment, ~~including conducting a~~ job search,
16 ~~obtaining~~ housing, ~~establishing and working toward~~ educational goals, and ~~to~~
17 ~~facilitating the~~ development of other skills needed to achieve self-
18 sufficiency skills. Coach the Participant to ~~become~~ facilitate increased self-
19 confidence confident and proficiency in said activities and ongoing
20 improvement in other skills needed for successful independent living skills.

21 18.4.7 Provide transportation ~~to~~ for adults/caregivers/parents
22 and NMD only. Parent Partner may not transport minor youth ~~without the~~
23 ~~written permission from the ADMINISTRATOR~~ unless approved in advance by
24 Wraparound Supervisor or Director.

25 18.4.8 Understand the Wraparound OC Phases, the strength-based
26 approach, and the team decision making process.

27 18.4.9 Parent Partner will not create the illusion of
28 establishing a permanent relationship between her/himself and Participant or

1 Participant's Family, and will not be allowed to provide nor be reimbursed for
2 providing tutoring or academic support.

3 18.4.10 Maintain a cooperative and effective working relationship
4 with the Care Coordinators and Youth Partners to provide maximum support to
5 families.

6 18.4.11 Provide resource development and distribution to families,
7 as needed.

8 18.4.12 Participate in a minimum of six (6) "Professional Growth
9 for Parent Partners" training sessions each fiscal year, as offered by the
10 Wraparound Support Services Contractor, Family Support Network, and any
11 additional required training.

12 18.4.13 Maintain required paperwork and documentation.

13 18.4.14 Adhere to the COUNTY Code of Conduct ~~as required by~~
14 ~~CONTRACTOR and COUNTY~~ provided during the Wraparound OC Core Four Day
15 Training, described in Paragraph 5.2.

16 Minimum Qualifications:

17 18.4.15 Experience in managing the care of an immediate family
18 member, or experience as the caregiver for a child or NMD Youth who ~~have~~ ~~has~~
19 been involved with the COUNTY's Child Welfare Services, Probation Department,
20 or Mental Health System because of serious emotional ~~and/or~~ behavioral
21 problems; experience working with and/or mentoring youth/young adults.

22 18.4.16 Two (2) years Full-Time Equivalent (FTE) experience (paid
23 or unpaid) in accessing services to address serious emotional ~~and/or~~
24 behavioral problems, and familiarity with community resources.

25 18.4.17 Possess a valid California Driver's License and proof of
26 automobile insurance.

27 18.5 Youth Partner:

28 Duties:

1 18.5.1 Develop a one-onto-one relationship with Participant by
2 providing support, guidance and concrete assistance, and focusing on the needs
3 of the Participant. Youth Partner shall function as both a positive role
4 model and advocate for the Participant in his/her family system and community.

5 18.5.2 Adapt to and be flexible with changes in the Wraparound OC
6 process and its progression.

7 18.5.3 Extend assistance as stated in this Subparagraph 18.5 to
8 Participant's minor sibling(s) and other child(ren) in the home, as determined
9 by Family Team.

10 18.5.4 Provide services in the Participant's residence, in the
11 local school, community setting and/or alternate site(s) as authorized by
12 ADMINISTRATOR.

13 18.5.5 Conduct initial meeting with Participant and Participant's
14 parent(s)/caregiver(s) within ten (10) calendar days of receipt of referral.

15 18.5.6 Prepare a brief written plan after initial meeting with
16 Participant and parent(s)/caregiver(s), in a form approved by ADMINISTRATOR.

17 18.5.7 Provide plan to Participant's parent/caregiver(s) within
18 five (5) business days of initial meeting.

19 18.5.8 Meet with Participant as scheduled and immediately notify
20 the Participant's parent/caregiver via telephone, when a change in scheduling
21 or cancellation is unavoidable, and provide written justification, in a format
22 approved by ADMINISTRATOR, within two (2) business days of change or
23 cancellation. CONTRACTOR shall comply with ADMINISTRATOR's request for copies
24 of said written justification.

25 18.5.9 Provide services for one ~~(1)~~ to five (1-5) hours per week,
26 ~~for four (4) to six (6) months~~, as determined by ADMINISTRATOR to best meet
27 the needs of Participant and Participant's parent(s)/caregiver(s).

28 18.5.10 Be available to provide telephone support and crisis de-

1 escalation to Participant or NMD twenty-four (24) hours a day, seven (7) seven
2 days a week, including holidays, through an on-call system after normal direct
3 service hours.

4 18.5.11 Work with Participant and Participant's
5 parent(s)/caregiver(s) to identify educational, social and recreational
6 opportunities that meet Participant's needs in the local community which meet
7 Participant's needs and help the Participant take part in said opportunities.
8 These opportunities must be positive pro-social activities and interventions
9 that build self-esteem, and facilitate the development of social skills, and
10 peer relationships.

11 18.5.12 Provide one-on-one interactions with the Participant
12 within the community.

13 18.5.13 Identify natural supports that which can link the
14 Participant to the community in order to support transition and which will
15 sustain the Participant once the Youth Partner's involvement ends.

16 18.5.14 Assist the Participant with job search activities and
17 obtaining employment or job search and/or other skills needed to foster self-
18 sufficiency and develop the skills needed for successful independent living
19 skills as applicable; and coach the Participant to facilitate increased self-
20 confidence become confident and proficiency in said activities and/or ongoing
21 improvement in other skills needed for successful independent living skills.

22 18.5.15 Teach, model and reinforce reinforce pro-social skills
23 required for the development developing and sustaining of ongoing
24 relationships within the Participant's family and community, i.e. peers,
25 friends, and other natural supports.

26 18.5.16 Provide a consistent, supportive environment in which the
27 Participant can learn and practice pro-social behaviors, problem solving, and
28 the use of more appropriate coping skills, and/or other independent and

1 transitional living skills as appropriate.

2 18.5.17 Create varied, fun and strengthening environments which
3 designed to reinforce positive behaviors, activities, and skills.

4 18.5.18 Provide transportation for Participant and/or sibling(s)
5 to academic, social, recreational and/or employment activities, appointments
6 and/or to access services, as determined by the Family Team. Participant's
7 parent(s), caregiver(s) or other responsible adult identified by the Family
8 Team must accompany Participant and/or sibling(s) unless the Participant's
9 Parent/Caregiver has provided prior, written consent.

10 18.5.18.1 Written consent from the Participant's
11 parent(s)/caregiver(s) is required prior to transporting Participant and/or the
12 Participant's sibling(s).

13 18.5.18.2 The Youth Partner shall not be authorized to
14 pick-up and/or drop-off the Participant and/or the Participant's sibling(s) when
15 unless the Participant's parent/caregiver or previously authorized adult
16 designee is not at home or at the otherwise agreed upon pick-up/drop-off
17 location. In the event the Participant's parent/caregiver or previously
18 authorized adult designee is not present, the Youth Partner shall immediately
19 contact the Wraparound Supervisor and/or Contractor's CONTRACTOR's designee for
20 assistance.

21 18.5.19 The Youth Partner shall establish and maintain boundaries
22 with the Participant and encourage effective communication with the
23 Participant.

24 18.5.19.1 The Youth Partner will not create the illusion of
25 establishing a permanent relationship between her/himself and the Participant or
26 the Participant's Family and will not be allowed to provide nor be reimbursed
27 for providing tutoring or academic support.

28 18.5.20 Youth partner shall maintain a cooperative and effective

1 working relationship with the Care Coordinators and Parent Partners to provide
2 maximum support to Participants and Participant #Families.

3 18.5.21 Participate Youth Partner shall #participate in a minimum
4 of six (6) "Professional Growth for Youth Partners" training sessions each
5 fiscal year, as offered by by ADMINISTRATION the Wraparound Support Services
6 Contractor, Family Support Network, and any additional required training.

7 18.5.22 Attend all FTMs and provide monthly case notes, in a
8 format approved by ADMINISTRATOR, prior to following each FTM.

9 18.5.23 Maintain required paperwork and documentation.

10 18.5.24 Perform other duties in support of the Wraparound OC
11 Program as assigned, including participation in the WFI process.

12 18.5.25 Adhere to the COUNTY Code of Conduct as required by
13 CONTRACTOR and COUNTY provided during the Wraparound OC Core Four Day
14 Training, described in Paragraph 5.2.

15 Minimum Qualifications:

16 18.5.26 Bachelor's degree in human services or a related field
17 from an accredited college or university or a minimum of one (1) year of
18 experience (preferably more) working with target population as defined in
19 Paragraph 1 of this Exhibit A.

20 18.5.27 One (1) year of experience working with target population
21 as defined in Paragraph 1 of this Exhibit A.

22 18.5.28 Experience working with MTEG TFCO-OC model is desirable.

23 18.5.29 Experience working with youth and/or NMD in an employment
24 or volunteer capacity is desirable.

25 18.5.30 Experience supporting youth in his/her personal
26 development through regular interactions, leading to a supportive, trusting
27 relationship in which the youth relies on the Youth Partner's guidance to gain
28 skills, perspective and experience.

1 18.5.31 Possess a valid California Driver's License and proof of
2 automobile insurance.

3 ~~18.6 Program Director:~~ (MOVED TO ABOVE SUPERVISOR)

4 Duties:

5 18.6.1 ~~Provide oversight and supervision for Wraparound OC~~
6 ~~Program, including individual supervision of Wraparound Supervisors one (1)~~
7 ~~time each week and group supervision one (1) time each week.~~

8 18.6.2 ~~Ensure CONTRACTOR is compliant with staffing requirements,~~
9 ~~staff coverage is maintained, including all on call assignments.~~

10 18.6.3 ~~Maintain cooperative and effective working relationships~~
11 ~~with her/his Wraparound OC staff in or order to provide maximum support to~~
12 ~~Participants and Participant's Families.~~

13 18.6.4 ~~Provide clarification, direction, support and emergency~~
14 ~~crisis management to Wraparound OC direct service staff, twenty four (24)~~
15 ~~hours a day, seven(7) days a week, including holidays, utilizing an on call~~
16 ~~system after normal business hours.~~

17 18.6.5 ~~Participate in mandatory training and ensure her/his~~
18 ~~Wraparound OC staff participate in mandatory trainings as determined by~~
19 ~~COUNTY.~~

20 18.6.6 ~~Provide periodic reviews of the POC using the audit tool~~
21 ~~as provided by ADMINISTRATOR.~~

22 18.6.7 ~~Attend quarterly QA meetings with County's Wraparound OC~~
23 ~~Program Administrator.~~

24 18.6.8 ~~Attend monthly WRIT and POC presentations.~~

25 18.6.9 ~~Review Individual Service Reports (ISR) for accuracy.~~

26 18.6.10 ~~Review Wraparound OC expenditure forms and invoices for~~
27 ~~accuracy and submit to ADMINISTRATOR by County deadlines.~~

28 18.6.11 ~~Monitor and review Medi-Cal billing and IRIS input to~~

1 ~~ensure agreement between units of service reported to HCA and SSA.~~

2 ~~18.6.12 Monitor and review Medi Cal HCA monthly~~
3 ~~expenditure/revenue report to ensure agreement between units of service and~~
4 ~~cost of services reported to HCA and SSA.~~

5 ~~18.6.13 Review and verify Flex Fund usage procedures are in~~
6 ~~compliance with COUNTY requirements.~~

7 ~~18.6.14 Responsible for timely and accurate collection and~~
8 ~~submission of monthly reports, including evaluation data as requested by~~
9 ~~ADMINISTRATOR.~~

10 ~~18.6.15 Monitor and maintain ongoing and/or annual required~~
11 ~~background checks and clearances of all agency Wraparound OC staff as required~~
12 ~~by COUNTY.~~

13 ~~18.6.16 Ensure boundaries are established and maintained between~~
14 ~~staff and Participants and/or Participant's families.~~

15 ~~18.6.17 Adhere to Code of Conduct as required by CONTRACTOR and~~
16 ~~COUNTY.~~

17 Minimum Qualifications:

18 ~~18.6.18 Master's Degree in psychology, sociology, social work or a~~
19 ~~related field from an accredited college or university.~~

20 ~~18.6.19 License or License eligible Marriage and Family Therapist~~
21 ~~or Licensed Clinical Social Worker (LCSW).~~

22 ~~18.6.20 Three (3) years related counseling experience in addition~~
23 ~~to supervisory and administrative experience.~~

24 ~~18.6.21 Knowledge of theory and techniques of individual, family,~~
25 ~~and group dynamics, as well as substance abuse issues.~~

26 ~~18.6.22 One (1) year experience working with target population as~~
27 ~~defined in Paragraph 1 of this Exhibit A.~~

28 ~~18.6.23 Possess a valid California Driver's License and proof of~~

1 ~~automobile insurance.~~

2 18.7 Quality Assurance & Billing:

3 Duties:

4 18.7.1 Assist the Program Director with CONTRACTOR continuous
5 quality assurance and compliance for Wraparound OC program.

6 18.7.2 Review documentation for accuracy and fidelity to
7 Wraparound OC program.

8 18.7.3 Monitor service utilization and referrals.

9 18.7.4 Assist Program Director to develop, utilize and track
10 reliable outcome measures and data.

11 18.7.5 Establish and implement monitors to ensure the accuracy
12 and timeliness of POC and all other documents requiring Wraparound OC
13 Supervisor approval.

14 18.7.6 Compile monthly service reports.

15 18.7.7 Attend scheduled meetings and trainings as determined by
16 Program Director.

17 18.7.8 Assure compliance with all contract regulations regarding
18 documentation and billing services.

19 Minimum Qualifications:

20 18.7.9 High School Diploma.

21 18.7.10 Good interpersonal, written and verbal communication
22 skills.

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 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 SERVICES

DEFINITIONS

1. DEFINITIONS

The parties agree to the following terms and definitions:

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

1.2 Assembly Bill (AB) 3632: The special education program under the rules and regulations of Chapter 26.5 of Division 7 of Title 1 of the Government Code, commencing with Section 7570. Also known as “Chapter 26.5.” This bill establishes procedures governing referrals of pupils to community mental health services and the responsibilities of those entities.

1.3 Adoption Assistance Program (AAP) Funds: The Federal subsidized program that provides funds to encourage adoption of special needs children and removes the financial disincentives for families to adopt. Recognizing that adoptive parents often experience financial difficulty in meeting the special needs of children who formerly were placed in the foster care system, funds are intended to benefit children in foster care by providing the security and stability of a permanent home through adoption.

1 1.4 Assignment: Term to signify that a child is eligible for
2 Wraparound Orange County (Wraparound OC) and has assigned the child and
3 child's family to a Wraparound Provider Agency.

4 1.5 CalWORKs: The acronym for the California Work Opportunity and
5 Responsibility to Kids Act of 1997 as described in Section 11200 et seq., of
6 the California Welfare and Institutions Code (WIC).

7 1.6 Care Coordinator: CONTRACTOR staff that develops and leads the
8 Family Team, and guides the evolution of a POC that is family centered and
9 effective in safely transitioning Participant to the least restrictive family
10 setting with minimal reliance on formal support systems.

11 1.7 Case Number: A unique identifier established by the County of
12 Orange Social Services Agency (SSA) for each Participant in Wraparound OC.

13 1.8 Challenge Grants: Federal funding source providing Youth and
14 Family Resource Centers for children under the jurisdiction of the Orange
15 County Juvenile Court and supervision of Orange County's Probation Department
16 (Probation).

17 1.9 Child Out of Home Report (COR): Information reported to the
18 Wraparound liaisons when Participants are out-of-home for reasons of absent
19 without leave (AWOL) overnight or more than twenty-four (24) hours,
20 hospitalization, placement in a residential facility for educational needs,
21 protective custody for dependents, or custody violations for wards.

22 1.10 Child Welfare Services Redesign Supportive Services (CWSRSS):
23 Group of agencies contracting with SSA to provide diverse and tailored
24 services through a fee-for-service and outcome based approach for children and
25 families served by SSA. The program is also referred to as the Wraparound
26 Provider Network.

27 1.11 Children and Family Services (CFS): A Division of SSA.
28 Participants' Assigned Senior Social Workers (SSW) are CFS employees.

1 1.12 Community-Based Services: Services available in the community
2 provided primarily by non-governmental agencies.

3 1.13 Concluded: Term to signify Participant is no longer enrolled in
4 Wraparound OC.

5 1.14 Contiguous County: A California county that shares a border with
6 Orange County, i.e., Los Angeles County, Riverside County, San Bernardino
7 County and San Diego County.

8 1.15 Cost Effective: Achieving the desired goal with minimum
9 expenditures.

10 1.16 Cost of Doing Business (CODB): Expense incurred as a routine part
11 of providing Wraparound OC, common to all providers, and not linked to an
12 individual family need.

13 1.17 Cultural Competency: A sensitivity, awareness and acceptance of
14 cultural differences, an awareness of one's own cultural values, and
15 understanding of the "dynamics of difference" in the helping process, basic
16 knowledge about youth/family's culture and the ability to adapt practice
17 skills to fit the cultural needs of the youth/family.

18 1.18 Culturally Responsive: Demonstrate a general knowledge of cultural
19 values and mores of individuals from diverse ethnic groups; the ability to
20 recognize, respect, affirm, and value the worth of individuals from different
21 ethnic groups; and the ability to interact responsively, respectfully, and
22 effectively with people from diverse cultures, classes, races, ethnic groups,
23 and religious backgrounds in a manner that recognizes, affirms, and values the
24 worth of individuals, families, and communities as well as protecting the
25 dignity of each person.

26 1.19 Dependency Drug Court (DDC): The Juvenile Court has implemented
27 DDC for SSA families. A number of these families have been offered the option
28 to participate in Wraparound to support reunification efforts and their

1 success with DDC.

2 1.20 Dependent: A child who is under the jurisdiction of the Orange
3 County Juvenile Court as a result of abuse and/or neglect and is under the
4 supervision of SSA.

5 1.21 Diagnosis: Definition of the nature of the Participant's disorder
6 per the most current edition of the Diagnostic and Statistical Manual of
7 Mental Disorders (DSM) published by the American Psychiatric Association.

8 1.22 Early and Periodic Screening, Diagnosis and Treatment Program
9 (EPSDT): Program permitting a state to cover, under Medicaid law, known in
10 the State of California as "Medi-Cal," services necessary to correct or
11 ameliorate a mental illness even if the service is not otherwise included in
12 the state's Medi-Cal Plan. EPSDT covers eligible persons age twenty-one (21)
13 years and younger.

14 1.23 Eligible Child/NMD: Child who meets any of the following
15 criteria:

16 1.23.1 Ages birth (0) to eighteen (18) years, who have been
17 adjudicated as either a dependent or ward of the juvenile court pursuant to
18 WIC Sections 300 or 602 and at risk or placed in a group home licensed by
19 California Department of Social Services (CDSS) at a Rate Classification Level
20 (RCL) of ten (10) to fourteen (14) and/or;

21 1.23.2 NMD pursuant to WIC Section 11400(v): a foster child who
22 has attained the age of eighteen (18) years while in foster care and is
23 younger than ~~nineteen (19) years as of January 1, 2012; younger than twenty~~
24 ~~(20) years as of January 1, 2013; or younger than twenty-one (21) years as of~~
25 ~~January 1, 2014~~ and/or;

26 1.23.3 Have an approved or potential place to reside in the
27 community with a parent/guardian, relative caregiver, or foster parent who has
28 agreed to participate in Wraparound OC services and/or;

1 1.23.4 Is in placement or is at risk of placement in a group home
2 licensed by CDSS at RCL ten (10) to fourteen (14). These group homes focus on
3 care for children/NMD youth and adolescents with significant
4 emotional/behavioral disturbance who require the most structure and/or
5 specialized treatment and/or exhibit one or more of the following behaviors,
6 but not limited to:

7 1.23.4.1 Have an approved or potential place to reside in
8 the community with a parent/guardian, relative caregiver, or foster parent who
9 has agreed to participate in Wraparound services and/or

10 1.23.4.2 Is in placement or is at risk of placement in a
11 group home licensed by CDSS at RCL ten (10) to fourteen (14). These group homes
12 focus on care for Participants with significant emotional/behavioral disturbance
13 that require the most structure and/or specialized treatment and/or exhibit one
14 or more of the following behaviors, but not limited to:

15 1.23.4.3 Frequent running away, gang involvement, tagging,
16 property destruction, self-harming, possession of deadly weapons, adjudicated
17 sex offenders, possession of alcohol and drugs for use or sales, juvenile
18 perpetrator, substance abuse disorder, fire starter, sexualized behavior, sexual
19 exploitation, multiple placements, minor criminal behavior, opposition/defiant
20 behavior, aggression, assaultive toward others, educational deficiencies,
21 habitual school truancy and/or other school related behavior problems, post-
22 traumatic stress, behaviors beyond control of parent(s) or primary caregiver(s),
23 recognized mild developmental disorder, significant mental health disorders, one
24 or more hospitalizations in a mental health facility, child/NMD youth has
25 previously received other intensified services. In addition, child/NMD youth may
26 have been raised in families with multi-generational criminal justice
27 involvement, social services, involvement, and mental health disorders.

28 1.24 Emergency Fund: Funds reserved to deal with any unanticipated

1 emergencies experienced by individual families.

2 1.25 Emergency Response (ER): A Children and Family Services program;
3 ER social workers respond to Child Abuse Registry (CAR) referrals determined
4 to meet the legal definition for suspected child abuse or neglect. ER social
5 workers investigate allegations, assess risk and child safety, and determine
6 whether preventative services or protective custody interventions are needed.

7 1.26 Emergency Team Meeting: An emergency meeting, modeled after Team
8 Decision Making (TDM) Meetings, held to address Participant's safety issues
9 and placement concerns. ETMs must occur within twenty-four (24) hours of
10 event or change of circumstances.

11 1.27 Enrollment Date: Date a child is enrolled in a Senate Bill (SB)
12 163 slot.

13 1.28 Extended Foster Care (EFC): Under the provision of AB12, the EFC
14 Program allows foster youth to remain in foster care and continue to receive
15 foster care payment benefits (AFDC-FC payments) and services beyond age
16 eighteen (18), as long as the foster youth is meeting one of five (5)
17 participation requirements, living in an approved or licensed facility, and
18 meeting other eligibility requirements.

19 1.29 Family(ies): Participant's parent and siblings and other
20 relatives related to the Participant by blood, marriage or non-relative
21 extended family connection. Families are the adults committed to a Participant
22 and able to meet the Participant's needs. In most cases, the family will be a
23 Participant's birth family or kin. In some cases, it may be a step-parent or
24 blended family that has a significant healthy attachment. In other cases, it
25 will be an adoptive family or a foster family with the potential to become a
26 permanent family for the Participant. And, in rare circumstances, a family
27 must be developed. In most cases, the Participant will be able to identify the
28 family that has a commitment to him/her or has the potential to develop a

1 commitment. Family members may include extended family or others who are seen
2 by the Participant as significant and supportive.

3 1.30 Family Centered: The needs of children addressed in the context
4 of their families. Parent(s) or primary caregiver(s) will participate in all
5 aspects of the development and implementation of the plan of support and
6 services to the degree they are able and to the extent permitted by any
7 outstanding orders of the court.

8 1.31 Family Maintenance Collaborative Services (FMCS): A voluntary
9 program designed to stabilize and maintain non-dependent children in their
10 homes and who have been determined to be at high risk of child abuse or
11 neglect. FMCS is time limited preventative services designed to promote child
12 safety and link families to resources and reduce the need for protective
13 custody.

14 1.32 Family Representative: Anyone that has a meaningful connection
15 with Participant and who is seen by the Participant as significant and
16 supportive such as a family member, relative, neighbor, or football coach.

17 1.33 Family Review Process: The method of ensuring a system of care
18 support, quality assurance and continuous system improvement that provides
19 periodic reviews and monitoring of individual Plans of Care and outcomes to
20 provide systemic support at both the Participant and Participant's Family and
21 system practice levels. This method includes consultation between the
22 Wraparound Provider Agency and the Wraparound Review and Intake Team, or its
23 designee.

24 1.34 Family Setting: Any family setting where there is a relative or
25 caregiver interested in strength based services and willing to work toward
26 permanency; this could include parents, relative placements, guardianships,
27 and foster homes.

28 1.35 Family Team: A group that forms to meet the needs of an eligible

1 child through whatever means possible. In order to ensure family voice and
2 ownership in the POC, every effort shall be made to ensure family members and
3 family representative(s) constitute a minimum of fifty ~~(50)~~ percent (50%) of
4 the Family Team. This team includes the Participant and:

5 1.35.1 Participant's parent(s) and/or selected family members,
6 family representative, foster parent, or guardian;

7 1.35.2 The appropriate representative of the primary
8 jurisdictional agency (SSW, Deputy Probation Officer [DPO], Mental Health Case
9 Manager [MH Case Manager], etc.);

10 1.35.3 Relevant counseling or mental health representatives; and

11 1.35.4 Any other person(s) influential in the Participant's
12 and/or Participant's Family's lives who may be instrumental in developing
13 effective services and/or whomever the Participant's Family wants to
14 participate.

15 1.36 Family Team Member: Participant, Participant's Family, Care
16 Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional
17 or non-traditional support system, significant other, professional, or natural
18 support designated by the Participant and/or Participant's Family. Family Team
19 members are the critical decision-makers; attend Family Team meetings; have
20 regular contact with the Participant and Participant's Family, and are able to
21 access needed resources.

22 1.37 Flex Funds: Term used to identify the flexible use of State and
23 County foster care funds and AAP funds to pay for the Service Slots that
24 provide individualized, intensive Wraparound services.

25 1.38 Formal Supports: System based services and supports provided by
26 professionals (or other individuals who are ~~paid~~ compensated to provide
27 services and who are concerned and care about the child/youth) under a
28 structure of requirements for which there is oversight by state or federal

1 agencies, national professional associations or the general public arena.

2 1.39 Health Care Agency (HCA): The County of Orange Agency authorized
3 by the State of California Medi-Cal Program to submit billing(s) and receive
4 payment for Medi-Cal reimbursable activities.

5 1.40 Hours of Service: The number of hours of service a Care
6 Coordinator, Parent Partner and/or Youth Partner spends in contact with the
7 Participant and Participant's Family Team providing Wraparound OC.

8 1.41 Individual Service Report (ISR): Case specific report generated by
9 Wraparound Provider Agency that identifies Youth Partner, Parent Partner, Care
10 Coordinator and Wraparound costs.

11 1.42 Individualized Services: Services tailored to the specific,
12 unique needs of the Participant and/or Participant's Family; a flexible,
13 creative approach to treatment planning based on an assessment of needs,
14 resources and family strengths, including the use of formal and informal
15 supports and services.

16 1.43 Informal Supports: Community-based services and supports provided
17 by individuals or organizations that already exist or can be available in the
18 family's own community, kinship, social or spiritual networks. Interventions
19 and activities that utilize friends, extended family members, clergy or other
20 faith-based mentors, neighbors, local business persons, and so forth.

21 1.44 Intake Referral: A request for services by a child's assigned
22 SSW, DPO, or MH Case Manager.

23 1.45 Life Area: Areas of basic human needs including: Family
24 Relationships; Living Environment; Educational; Vocational/Work;
25 Social/Recreational; Financial; Cultural; Emotional/Psychological;
26 Medical/Health; Spiritual; Safety; and Legal. At its sole discretion,
27 ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or
28 modify life areas.

1 1.46 Multidimensional Treatment Foster Care (MTFC) Treatment Foster Care
2 Oregon - Orange County (TFCO-OC): An evidence ~~community~~-based treatment model
3 that is an alternative to group home care for youth who are Wraparound-
4 eligible and who have an identified family to ~~reunify~~ live with following
5 their ~~stay~~ participation in treatment foster care. ~~MTFC~~ TFCO-OC uses ~~the~~
6 treatment foster homes in the community and clinical teams to stabilize the
7 each participating youth's behavior, while at the same time preparing the
8 ~~child's~~ youth's after-care family to receive the ~~child~~ youth ~~back into their~~
9 ~~home~~ within six (6) to twelve (12) months.

10 1.47 MTFC TFCO-OC Youth Partner: CONTRACTOR staff that provides
11 consistent, reinforcing support to Participants, primarily those in the ~~MTFC~~
12 TFCO-OC program, thereby allowing Participants to learn and practice pro-
13 social behavior, problem solving, and coping skills.

14 1.48 Multi-Agency Intervention Data System (MIDS): Database system
15 used to track data and create reports through the collaborative efforts of
16 SSA, HCA, and Probation and contracted Wraparound Providers. The database
17 system is utilized to collect data and generate reports regarding Wraparound
18 OC services.

19 1.49 Multi-Disciplinary Consultation Team (MDCT): A team collaboration
20 with representatives from primarily SSA, HCA and may also include Probation
21 and OC Department of Education to work with non-dependent children to reduce
22 the need for protective custody and out of home placement by stabilizing and
23 strengthening the family through a coordination of available services.

24 1.50 Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a
25 foster child who has attained the age of eighteen (18) years while in foster
26 care and is younger than ~~nineteen (19) years as of January 1, 2012;~~ ~~younger~~
27 ~~than twenty (20) years as of January 1, 2013;~~ ~~or younger than~~ twenty-one (21)
28 years ~~as of January 1, 2014.~~ The NMD must meet at least one (1) of the AB 12

1 participation requirements and must participate in a Transitional Independent
2 Living Plan (TILP) under the responsibility of COUNTY.

3 1.51 Out-of-County: Any California county other than Orange County.
4 May also be extended to include out of state as deemed necessary.

5 1.52 Parent Partner: CONTRACTOR staff that provides support to the
6 Family Team, and the parent in particular. The Parent Partner will have
7 personal experience with the services for an emotionally/behaviorally
8 disturbed person through the COUNTY's Welfare Services, Probation, or Mental
9 Health System, based on their relationship to a consumer.

10 1.53 Participant: A child who meets the criteria for an Eligible Child
11 as defined in this Exhibit B and has been accepted into a Pre-Enrollment,
12 Enrollment, or Post-Enrollment capacity.

13 1.54 Plan Of Care (POC): Written plan, including by reference any
14 Juvenile Court order(s), developed and signed by the Family Team which
15 includes the following elements:

16 1.54.1 A statement of an overall goal or vision for the
17 Participant and Participant's Family;

18 1.54.2 The strengths of the Participant and Participant's Family;

19 1.54.3 Needs, as defined by specific life areas that must be met
20 to achieve the goal of the Participant and Participant's Family;

21 1.54.4 Proactive and reactive Safety Plans;

22 1.54.5 The type, frequency, and duration of intervention
23 strategies and activities;

24 1.54.6 Financial responsibility for the components of the POC;
25 and

26 1.54.7 Desired outcomes of Wraparound OC.

27 1.55 Pre-Enrollment Date: Date the Participant is assigned to a
28 Wraparound Provider Agency to begin the Wraparound OC, but prior to enrollment

1 date.

2 1.56 Provider Network Program (PNP): A network to provide specific
3 services to children and families served by SSA and in partnership with HCA
4 and Probation Department for children and families served through Wraparound
5 OC. Network Providers deliver diverse and tailored services through a fee-
6 for-service and outcome-based approach. The Wraparound Provider Network
7 Program is also known as Child Welfare Services Redesign Supportive Services
8 (CWSRSS).

9 1.57 Post-Enrollment Date: Date the Participant is removed from an
10 Enrolled SB 163 Slot. Participant and Participant's Family may continue to be
11 involved in Wraparound OC with the Wraparound OC Provider Agency for the
12 duration of the POC in effect, up to three (3) months, then the Participant
13 will conclude from Wraparound OC. The length of the Post-Enrollment period is
14 set in the Participant's POC.

15 1.58 Quality Assurance (QA): Methods, including the use of
16 interdisciplinary teams, established by ADMINISTRATOR to review process,
17 performance, and outcome measures, and identify opportunities for improvement.

18 1.59 Rate Classification Level (RCL): The level established by CDSS
19 for a residential treatment or group home. The RCL process uses a point system
20 to measure the level or intensity of care and supervision provided. Points are
21 based on the number of hours per child per month of services provided in Child
22 Care and Supervision, Social Work Activities, and Mental Health Treatment
23 Services.

24 1.60 Senate Bill (SB) 163: Wraparound Services Project allows counties
25 the flexible use of State foster care dollars to provide eligible children
26 with family-based service alternatives to group home care using Wraparound as
27 the service process for creating individualized services and supports for
28 children and their families. Wraparound serves children who are currently

1 residing, or at risk of being placed, in a group home licensed at an RCL of
2 ten (10) to fourteen (14).

3 1.61 Safety Plan: Plan developed in conjunction with POC that provides
4 the Participant and Participant's Family with actions, contacts, responses,
5 and responsibilities to crises a child or family can reasonably predict while
6 in Wraparound OC. Plans for Participants with histories of violence, sexual
7 acting out, or delinquency, and plans involving Participant's Family members
8 with histories of substance abuse and other problems shall address those
9 specific behavioral issues and triggers to ensure that these behaviors are
10 mitigated and/or controlled. In addition to the Participant's Family, all
11 Family Team members and service providers, as appropriate, must be informed of
12 these plans so they can be knowledgeable of the crisis management strategy,
13 and how to contact Contractor.

14 1.62 Satisfaction Surveys: Surveys to measure Participant's,
15 Participant's Family's, and the referring Agency's overall satisfaction with
16 Wraparound OC, and its specific aspects in order to identify problems and
17 opportunities for improvement.

18 1.63 Self-Sufficiency: Term to signify the Participant's Family is
19 able to secure the services and supports to meet its needs in the future
20 without the continued assistance of Wraparound OC.

21 1.64 Slot: An alpha-numeric identifier assigned to each Participant
22 that identifies referring agency and funding status.

23 1.65 Special Incident: Term to signify a significant event in
24 Participant's life. Events may include, but are not limited to, Participant's
25 or Participant's Family member's serious injury or death, occurrence of open
26 case maltreatment, hospitalization, delinquent acts, violence, property
27 damage, and/or runaway episodes.

28 1.66 Success: Several measures to determine the overall impact of

1 Wraparound OC involvement with the Participant and the Participant's Family,
2 at closure. Measures will include, but not be limited to, increased school
3 attendance and academics, residing in a family setting, decreased problematic
4 behaviors, increased family coping skills, and Family Team's perception of met
5 needs.

6 1.67 Supervised Independent Living Placement (SILP): Type of foster
7 care; placement for young adults developmentally ready to live in a less
8 restrictive environment and intended to provide an opportunity for dependent
9 living experiences while receiving a safety net of support and services.

10 1.68 Technical Assistance Meeting: A structured meeting held when the
11 Wraparound OC Provider Agency or referring party feels they have reached a
12 challenge in the Wraparound process with a particular family. The Wraparound
13 OC Provider Agency or referring party can request assistance from the
14 Wraparound Review and Intake Team (WRIT) to provide support and assistance in
15 moving the team forward. WRIT facilitates the meeting attended by the
16 referring party and their supervisor, the Wraparound OC Provider Agency's Care
17 Coordinator and Parent Partner, and members of WRIT.

18 1.69 Ward(s): Any person who is under the age of eighteen (18) years
19 when he or she violates any law of the State of California defined as a crime,
20 is within the jurisdiction of the Juvenile Court, which may adjudge such
21 person to be a ward of the court and place the person under supervision by
22 Probation pursuant to WIC Section 602.

23 1.70 Wraparound OC Provider Agency: Organization under contract with
24 SSA to implement Wraparound OC to a specific number of Participants and other
25 eligible children.

26 1.71 Wraparound Fidelity Index (WFI): A survey process that measures
27 eleven (11) elements of the Wraparound process for Wraparound OC
28 Participant(s), Participant's primary caregiver, Parent Partner, and Care

1 Coordinator. The survey instrument is completed through brief, confidential
2 telephone interviews with families who agree to participate in the project.

3 1.72 Wraparound Orange County (Wraparound OC): A collaboration
4 administered by SSA in partnership with HCA and Probation. Through this
5 collaboration, a highly individualized approach is developed for a child in,
6 or at risk of, group home placement. The goal is to maximize the capacity of a
7 family to meet the child's needs, and prevent or reduce residential placement.

8 1.73 Wraparound OC Plan: Plan approved by County of Orange Board of
9 Supervisors and the CDSS detailing COUNTY's plan to use Wraparound funding to
10 provide eligible children with family based service alternatives to group home
11 care, with Wraparound OC as the service delivery method.

12 1.74 Wraparound Oversight Group (WOG): Group that includes Executive
13 Director or Deputy Director level representatives from SSA/CFS; HCA/Behavioral
14 Health Services; and Probation. This group receives reports from ADMINISTRATOR
15 regarding program, fiscal, contract, evaluation, and training; ensures
16 collaboration between agencies; and develops policy recommendations in keeping
17 with Wraparound OC Plan as approved by the County of Orange Board of
18 Supervisors. WOG directs the reinvestment of any cost savings that may accrue
19 as a result of Wraparound OC implementation.

20 1.75 Wraparound Review and Intake Team (WRIT): Group that includes
21 parent representatives as well as representatives from SSA, HCA/Behavioral
22 Health Services, Probation, Wraparound OC Support Services provider, and
23 Orange County Department of Education. This team reviews eligibility for
24 Wraparound OC, establishes the rate per CDSS directives, and provides
25 consultation to Wraparound OC Provider Agencies in the Family Review Process.

26 Youth Partner: CONTRACTOR staff that provides consistent, reinforcing support
27 to Participants thereby allowing Participants to learn and practice pro-social
28 behavior, problem solving, and coping skills.