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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SERVICES

THIS AGREEMENT, entered into this 1st day of July 2016, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and NEW ALTERNATIVES, INC., 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 Understanding between the Social Services Agency and the California Department

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

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

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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2016, and terminate
3 on June 30, 2017, unless earlier terminated pursuant to the provisions of
4 Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to, obligations with respect to indemnification, audits, reporting
7 and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
8 extend the term of this Agreement, for up to twelve (12) additional months
9 upon the same terms and conditions, provided that COUNTY's maximum obligation
10 as stated in Subparagraph 19.1 of this Agreement does not increase as a
11 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 New Alternatives, Inc., for the Provision of Wraparound Orange
8 County Services, in Exhibit "A" and to terms and definitions described in
9 Exhibit "B" to the Agreement Between County of Orange and New Alternatives,
10 Inc., for the Provision of Wraparound Orange County Services, both attached
11 hereto and incorporated herein by reference: Exhibit "A" relating to the Scope
12 of Work, and Exhibit "B" relating to the Definitions. CONTRACTOR shall
13 operate continuously throughout the term of this Agreement with the number and
14 type of staff described and as required for provision of services hereunder.

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

19 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
20 appropriate staff to attend an orientation session and subsequent training
21 sessions given by COUNTY.

22 5. LICENSES AND STANDARDS

23 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
24 required by the laws of the United States, State of California, County of
25 Orange and all other appropriate governmental agencies to perform the services
26 described in this Agreement, and agrees to maintain these licenses and permits
27 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
28 that its employees shall conduct themselves in compliance with such laws and

1 licensure requirements including, without limitation, compliance with laws
2 applicable to sexual harassment and ethical behavior.

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

13 5.2.1 For Federally funded Agreements in the amount of \$25,000
14 or more, CONTRACTOR certifies that its officers and/or principals are not
15 debarred or suspended from Federal financial assistance programs and/or
16 activities.

17 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

18 6.1 Delegation and Assignment:

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

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1 6.2 Subcontracts:

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

9 6.2.1 Subcontracts of \$25,000 or less:

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

18 6.2.2 Subcontracts in excess of \$25,000:

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

1 subcontractor's performance until completion of services.

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

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

16 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

17 7.1 Form of Business Organization:

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

22 7.1.1 The form of CONTRACTOR's business organization, i.e.,
23 proprietorship, partnership, corporation, etc.

24 7.1.2 A detailed statement indicating the relationship of
25 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
26 individual.

27 7.1.3 A detailed statement indicating the relationship of
28 CONTRACTOR to any subsidiary business organization or to any individual who

1 may be providing services, supplies, material or equipment to CONTRACTOR or in
2 any manner does business with CONTRACTOR under this Agreement.

3 7.2 Change in Form of Business Organization:

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

11 7.3 Real Property Disclosure:

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

17 7.3.1 The location by street address and city of any such real
18 property.

19 7.3.2 The fair market value of any such real property as such
20 value is reflected on the most recently issued County Tax Collector's tax
21 bill.

22 7.3.3 A detailed description of all existing and pending
23 agreements, with respect to the use or occupation of any such real property.
24 Such description shall include, but not be limited to:

25 7.3.3.1 The term duration of any rental, lease or
26 license agreement;

27 7.3.3.2 The amount of monetary consideration to be paid
28 to the lessor or licensor over the term of the rental, lease or license

1 agreement;

2 7.3.3.3 The type and dollar value of any other
3 consideration to be paid to the lessor or licensor; and

4 7.3.3.4 The full names and addresses of all parties to
5 any agreement concerning the real property and a listing of liens (if any)
6 thereof, together with a listing by full names and addresses of all officers,
7 directors and stockholders of any private corporation, and a similar listing
8 of all general and limited partners of any partnership which is a party.

9 7.3.4 A listing by full names of all of CONTRACTOR's officers,
10 directors and/or partners, members of its administrative and advisory boards,
11 staff and consultants, who have any family relationship by marriage or blood
12 with a party to any agreement concerning real property referred to in
13 Subparagraph 7.3.3, immediately above, or who have any present or future
14 financial interest in such person's business, whether the entity concerned is
15 a corporation or partnership. Such listing shall also include the full names
16 of all of CONTRACTOR's officers, directors, partners and those holding a
17 financial interest. Included are members of its advisory boards, members of
18 its staff and consultants, who have any family relationship by marriage or
19 blood to an officer, director, or stockholder of the corporation or to any
20 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
21 also indicate the names of the officers, directors, stockholders, or
22 partner(s), as appropriate, and the family relationship which exists between
23 such person(s) and CONTRACTOR's representatives listed.

24 7.3.5 True and correct copies of all agreements with respect to
25 any such real property shall be appended to the documentation described above
26 and made a part thereof. If, during the term of this Agreement, there is a
27 change in the agreement(s) with respect to real property where persons receive
28 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,

1 describing such changes.

2 8. NON-DISCRIMINATION

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

13 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
14 meets the lawful and applicable requirements of the U.S. Department of Health
15 and Human Services.

16 8.3 CONTRACTOR shall furnish any and all information requested by
17 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
18 books, records and accounts in order to ascertain CONTRACTOR's compliance with
19 Paragraph 8 et seq.

20 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
21 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
22 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

23 8.5 Non-Discrimination in Employment:

24 8.5.1 All solicitations or advertisements for employees placed
25 by or on behalf of CONTRACTOR shall state that all qualified applicants will
26 receive consideration for employment without regard to race, religious creed,
27 color, national origin, ancestry, physical disability, mental disability,
28 medical condition, genetic information, marital status, sex, gender, gender

1 identity, gender expression, age, sexual orientation, military and veteran
2 status or any other protected group in accordance with the requirements of all
3 applicable Federal or State laws. Notices describing the provisions of the
4 equal opportunity clause shall be posted in a conspicuous place for employees
5 and job applicants.

6 8.5.2 CONTRACTOR shall refer any and all employees desirous of
7 filing a formal discrimination complaint to:

8 California Department of Social Services

9 Public Inquiry and Response Bureau

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

11 Sacramento, CA 95814-2430

12 Telephone: (800) 952-5253

13 (800) 952-8349 (For the hard of hearing)

14 8.6 Non-Discrimination in Service Delivery:

15 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
16 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
17 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
18 Stamp Act of 1977, as amended, and in particular 7 CFS Section 272.6; Title II
19 of the Americans with Disabilities Act of 1990, as amended; California Civil
20 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
21 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
22 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
23 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
24 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
25 and other applicable Federal and State laws, as well as their implementing
26 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
27 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
28 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or

1 be hereafter amended. CONTRACTOR shall not implement any administrative
2 methods or procedures which would have a discriminatory effect or which would
3 violate the California Department of Social Services (CDSS) Manual of Policies
4 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
5 of this paragraph, CDSS shall have the right to invoke fiscal sanctions or
6 other legal remedies in accordance with WIC Section 10605, or CGC Sections
7 11135-11139.5, or any other laws, or the issue may be referred to the
8 appropriate Federal agency for further compliance action and enforcement of
9 Subparagraph 8.6 et seq.

10 8.6.2 CONTRACTOR shall provide any and all clients desirous of
11 filing a formal complaint any and all information as appropriate:

12 8.6.2.1 Pamphlet: "Your Rights Under California Welfare
13 Programs" (PUB 13)

14 8.6.2.2 Discrimination Complaint Form

15 8.6.2.3 Civil Rights Contacts:

16 County Civil Rights Contact:

17 Orange County Social Services Agency

18 Program Integrity

19 Attn: Civil Rights Coordinator

20 P.O. Box 22001

21 Santa Ana, CA 92702-2001

22 Telephone: (714) 438-8877

23 State Civil Rights Contact:

24 California Department of Social Services

25 Civil Rights Bureau

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

27 Sacramento, CA 94244-2430

28 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
500 N. State College Blvd., Suite 100
Orange, CA 92868

CONTRACTOR: New Alternatives, Inc.
P.O. Box 34219
San Diego, CA 92163-4219

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.

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees,

1 agents and those special districts and agencies which COUNTY's Board of
2 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
3 any claims, demands or liability of any kind or nature, including but not
4 limited to personal injury or property damage, arising from or related to the
5 services, products or other performance provided by CONTRACTOR pursuant to
6 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
7 court of competent jurisdiction because of the concurrent active negligence of
8 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
9 be apportioned as determined by the court. Neither party shall request a jury
10 apportionment.

11 12. INSURANCE

12 12.1 Prior to the provision of services under this Agreement,
13 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
14 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
15 endorsements required herein, necessary to satisfy COUNTY that the insurance
16 provisions of this Agreement have been complied with, and to keep such
17 insurance coverage and the certificates therefore on deposit with
18 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall
19 ensure that all subcontractors performing work on behalf of CONTRACTOR
20 pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
21 Additional Insured or maintain insurance subject to the same terms and
22 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
23 subcontractors to work if subcontractors have less than the level of coverage
24 required by COUNTY from CONTRACTOR under this agreement. It is the obligation
25 of CONTRACTOR to provide notice of the insurance requirements to every
26 subcontractor and to receive proof of insurance prior to allowing any
27 subcontractor to begin work. Such proof of insurance must be maintained by
28 CONTRACTOR through the entirety of this agreement for inspection by COUNTY

1 representative(s) at any reasonable time.

2 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
3 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
4 to the same terms and conditions as set forth herein for CONTRACTOR.

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

12 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
13 the full term of this Agreement, COUNTY may terminate this Agreement.

14 12.5 Qualified Insurer:

15 12.5.1 The policy or policies of insurance required herein must
16 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
17 Rating) and VIII (Financial Size Category) as determined by the most current
18 edition of the Best's Key Guide/Property-Casualty/United States or
19 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
20 to do business in the state of California (California Admitted Carrier).

21 12.5.2 If the insurance carrier does not have an A.M. Best rating
22 of A-/VIII, the CEO/Office of Risk Management retains the right to approve or
23 reject a carrier after a review of the company's performance and financial
24 ratings.

25 12.6 The policy or policies of insurance maintained by CONTRACTOR shall
26 provide the minimum limits and coverage as set forth below:

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	<u>Coverage</u>	<u>Minimum Limits</u>
1		
2		
3	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
4		
5	Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
6	Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
7		
8	Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
9	Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
10		
11	Workers' Compensation	Statutory
12		
13	Employer's Liability Insurance	\$1,000,000 per occurrence
14	Network Security & Privacy Liability	\$1,000,000 per claims made
15	Professional Liability	\$1,000,000 per claims made or per occurrence
16		
17	Sexual Misconduct Liability	\$1,000,000 per occurrence
18		

19 12.7 Required Coverage Forms:

20 12.7.1 Commercial General Liability coverage shall be written on
21 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
22 liability coverage at least as broad.

23 12.7.2 Business Auto Liability coverage shall be written on ISO
24 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
25 coverage at least as broad.

26 12.8 Required Endorsements:

27 12.8.1 Commercial General Liability policy shall contain the
28 following endorsements, which shall accompany the Certificate of Insurance:

1 12.8.1.1 An Additional Insured endorsement using ISO form
2 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
3 its elected and appointed officials, officers, employees, agents as Additional
4 Insureds.

5 12.8.1.2 A primary non-contributing endorsement
6 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
7 insurance maintained by the County of Orange shall be excess and non-
8 contributing.

9 12.8.2 The Network Security and Privacy Liability policy shall
10 contain the following endorsements which shall accompany the Certificate of
11 Insurance.

12 12.8.2.1 An Additional Insured Endorsement naming the
13 County of Orange, its elected and appointed officials, agents and employees as
14 Additional Insureds for its vicarious liability.

15 12.8.2.2 A primary and non-contributing endorsement
16 evidencing that the CONTRACTOR's insurance is primary and any insurance or
17 self-insurance maintained by the County of Orange shall be excess and non-
18 contributing.

19 12.9 All insurance policies required by this Agreement shall waive all
20 rights of subrogation against the County of Orange, its elected and appointed
21 officials, officers, agents and employees when acting within the scope of
22 their appointment or employment.

23 12.10 The Workers' Compensation policy shall contain a waiver of
24 subrogation endorsement waiving all rights of subrogation against the County
25 of Orange, its elected and appointed officials, officers, agents and
26 employees.

27 12.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
28 of any policy cancellation and ten (10) days for non-payment of premium and

1 provide a copy of the cancellation notice to COUNTY. Failure to provide
2 written notice of cancellation may constitute a material breach of the
3 contract, upon which the COUNTY may suspend or terminate this Agreement.

4 12.12 If CONTRACTOR's Professional Liability policy is a "claims made"
5 policy, CONTRACTOR shall agree to maintain professional liability coverage for
6 two (2) years following completion of this Agreement.

7 12.13 The Commercial General Liability policy shall contain a
8 severability of interests clause also known as a "separation of insureds"
9 clause (standard in the ISO CG 0001 policy).

10 12.14 Insurance certificates should be mailed to COUNTY at the address
11 indicated in Paragraph 9 of this Agreement.

12 12.15 If CONTRACTOR fails to provide the insurance certificates and
13 endorsements within seven (7) days of notification by CEO/County Procurement
14 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

15 12.16 COUNTY expressly retains the right to require CONTRACTOR to
16 increase or decrease insurance of any of the above insurance types throughout
17 the term of this Agreement. Any increase or decrease in insurance will be as
18 deemed by County of Orange Risk Manager as appropriate to adequately protect
19 COUNTY.

20 12.17 COUNTY shall notify CONTRACTOR in writing of changes in the
21 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
22 certificates of insurance and endorsements with COUNTY incorporating such
23 changes within thirty (30) days of receipt of such notice, this Agreement may
24 be in breach without further notice to CONTRACTOR, and COUNTY shall be
25 entitled to all legal remedies.

26 12.18 The procuring of such required policy or policies of insurance
27 shall not be construed to limit CONTRACTOR's liability hereunder nor to
28 fulfill the indemnification provisions and requirements of this Agreement, nor

1 act in any way to reduce the policy coverage and limits available from the
2 insurer.

3 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

4 CONTRACTOR shall report to COUNTY:

5 13.1 Any accident or incident relating to services performed under this
6 Agreement which involves injury or property damage which may result in the
7 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
8 shall be made in writing within twenty-four (24) hours of occurrence.

9 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
10 from or related to services performed by CONTRACTOR under this Agreement. Such
11 report shall be submitted to COUNTY within twenty-four (24) hours of
12 occurrence.

13 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
14 property. Such report shall be submitted to COUNTY within twenty-four (24)
15 hours of occurrence.

16 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
17 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
18 under the term of this Agreement. Such report shall be submitted to COUNTY
19 within twenty-four (24) hours of occurrence.

20 14. CONFLICT OF INTEREST

21 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
22 any actions or conditions that could result in a conflict with the best
23 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
24 agents, relatives, subcontractors, and third parties associated with
25 accomplishing the work hereunder.

26 14.2 CONTRACTOR's efforts shall include, but not be limited to,
27 establishing precautions to prevent its employees or agents from making,
28 receiving, providing, or offering gifts, entertainment, payments, loans, or

1 other considerations which could be deemed to appear to influence individuals
2 to act contrary to the best interests of COUNTY.

3 15. ANTI-PROSELYTISM PROVISION

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

8 16. SUPPLANTING GOVERNMENT FUNDS

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

18 17. EQUIPMENT

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

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1 CONTRACTOR further agrees to the following:

2 17.1.1 To maintain all items of Capital Equipment in good working
3 order and condition, normal wear and tear excepted.

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

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

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

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

26 17.3 Personal Computer Equipment:

27 No personal computers and/or personal electronic devices, such as
28 tablets and laptop computers, or any component thereof may be purchased with

1 funds provided under this Agreement regardless of purchase price, without
2 prior written approval of ADMINISTRATOR. Any such purchase shall be in
3 accordance with specifications provided by ADMINISTRATOR, be subject to the
4 same inventory control conditions specified in Subparagraphs 17.1.1 to 17.1.4
5 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
6 upon termination of this Agreement.

7 18. BREACH SANCTIONS

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

13 18.1 Afford CONTRACTOR a time period within which to cure the breach,
14 which period shall be established by ADMINISTRATOR; and/or

15 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
16 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
17 later recovery; and/or

18 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
19 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

23 19. PAYMENTS

24 19.1 Maximum Contractual Obligation:

25 The maximum obligation of COUNTY under this Agreement shall be
26 \$2,100,000, or actual allowable costs, whichever is less.

27 19.2 Allowable Costs:

28 During the term of this Agreement, COUNTY shall pay CONTRACTOR

1 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
2 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by
3 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
4 for anticipated allowable costs that will be incurred by CONTRACTOR for June
5 2017, during the month of such anticipated expenditure.

6 19.3 Claims:

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

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

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

27 19.3.4 Year End and Final Claims:

28 19.3.4.1 CONTRACTOR shall submit a final claim by no

1 later than August 30, 2017. Claims received after August 30th may, at
2 ADMINISTRATOR'S sole discretion, not be reimbursed. ADMINISTRATOR may modify
3 the date upon which the final claim must be received, upon written notice to
4 CONTRACTOR.

5 19.3.4.2 The basis for final settlement shall be the
6 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
7 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
8 to the maximum obligation of COUNTY. In the event that any overpayment has
9 been made, COUNTY may offset the amount of the overpayment against the final
10 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
11 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
12 Nothing herein shall be construed as limiting the remedies of COUNTY in the
13 event an overpayment has been made.

14 19.3.5 Seventy-Five Percent Expenditure Notification:

15 19.3.5.1 CONTRACTOR shall maintain a system of record
16 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
17 five percent (75%) of the total contract authorizations under this Agreement.
18 Upon occurrence of this event, CONTRACTOR shall send written notification to
19 ADMINISTRATOR.

20 20. OVERPAYMENTS

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

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

6 21. OUTSTANDING DEBT

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

10 22. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

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

20 23. FINAL REPORT

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

26 24. INDEPENDENT AUDIT

27 24.1 CONTRACTOR shall employ a licensed certified public accountant who
28 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of

1 related expenditures during the term of this Agreement in compliance with the
2 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
3 Organizations. The audit must be performed in accordance with generally
4 accepted government auditing standards and 2 CFR Part 230. The audit must be
5 performed in accordance with generally accepted government auditing standards.
6 CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to
7 ensure that corrective action is taken within six (6) months after issuance of
8 all audit reports with regard to audit exceptions.

9 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
10 covers January 1 through December 31. CONTRACTOR shall provide ADMINISTRATOR
11 its organization-wide audit within fourteen (14) calendar days of Contractor's
12 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be
13 sufficient cause for ADMINISTRATOR to deny payment under this or any
14 subsequent Agreement with CONTRACTOR until such time as the required audit is
15 provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit
16 submission deadline upon notice to CONTRACTOR.

17 25. RECORDS, INSPECTIONS AND AUDITS

18 25.1 Financial Records:

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

24 25.1.2 CONTRACTOR shall establish and maintain reasonable
25 accounting, internal control and financial reporting standards in conformity
26 with generally accepted accounting principles established by the American
27 Institute of Certified Public Accountants and to the satisfaction of
28 ADMINISTRATOR.

1 25.2 Client Records:

2 25.2.1 CONTRACTOR shall prepare and maintain accurate and
3 complete records of clients served and dates and type of services provided
4 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

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

12 25.2.3 COUNTY may refuse payment for a claim if client records
13 are determined by COUNTY to be incomplete or inaccurate. In the event client
14 records are determined to be incomplete or inaccurate after payment has been
15 made, COUNTY may treat such payment as an overpayment within the provisions of
16 this Agreement.

17 25.3 Public Records:

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

23 25.4 Inspections and Audits:

24 25.4.1 The U.S. Department of Health and Human Services,
25 Comptroller General of the United States, Director of CDSS, State Auditor-
26 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
27 Department, or any of their authorized representatives, shall have access to
28 any books, documents, papers and records, including medical records, of

1 CONTRACTOR which any of them may determine to be pertinent to this Agreement
2 for the purpose of financial monitoring. Further, all the above mentioned
3 persons have the right at all reasonable times to inspect or otherwise
4 evaluate the work performed or being performed under this Agreement and the
5 premises in which it is being performed.

6 25.4.2 CONTRACTOR shall make its books and financial records
7 available within the borders of Orange County within ten (10) days of receipt
8 of written demand by ADMINISTRATOR.

9 25.4.3 In the event CONTRACTOR does not make available its books
10 and financial records within the borders of Orange County, CONTRACTOR agrees
11 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
12 designee, necessary to obtain CONTRACTOR's books and financial records.

13 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
14 liability to the State or Federal government or any agency thereof resulting
15 from any disallowances or other audit exceptions to the extent that such
16 liability is attributable to CONTRACTOR's failure to perform under this
17 Agreement.

18 26. PERSONNEL DISCLOSURE

19 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
20 all personnel providing services hereunder, including résumés and job
21 applications. Changes to the list will be immediately provided to
22 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
23 application. The list shall include:

24 26.1.1 Names and dates of birth of all full or part-time
25 personnel by title, including volunteer personnel, whose direct services are
26 required to provide the programs described herein;

27 26.1.2 A brief description of the functions of each position and
28 the hours each person works each week; or for part-time personnel, each day or

1 month, as appropriate;

2 26.1.3 The professional degree, if applicable, and experience
3 required for each position; and

4 26.1.4 The language skill, if applicable, for all personnel.

5 26.2 Where authorized by law, CONTRACTOR's employment applications
6 shall require applicants to provide detailed information regarding the
7 conviction of a crime by any court, for offenses other than minor traffic
8 offenses. Information not disclosed in the employment application discovered
9 subsequent to the hiring or promotion of any applicant shall be cause for
10 termination of that employee from the performance of services under this
11 Agreement.

12 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
13 COUNTY a clearance on the following public websites the names and dates of
14 birth for all employees and/or volunteers who will have direct, interactive
15 contact with clients served through this Agreement: U.S. Department of
16 Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex
17 Offenders Registry (www.meganslaw.ca.gov).

18 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
19 COUNTY, a criminal record background check on all employees (direct service
20 and administrative) funded through this Agreement and also all non-funded
21 staff (e.g. volunteers, in-kind staff, etc.) who will have direct, interactive
22 contact with clients served through this Agreement. Background checks
23 conducted through the California Department of Justice shall include a check
24 of the Child Abuse Center Index, when applicable. Candidates will satisfy
25 background checks consistent with this Paragraph and their performance of
26 services under this Agreement.

27 26.5 In the event a record is revealed through the processes described
28 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with

1 CONTRACTOR on appropriateness of personnel providing services through this
2 Agreement.

3 26.6 CONTRACTOR warrants that all persons employed or otherwise
4 assigned by CONTRACTOR to provide services under this Agreement have
5 satisfactory past work records and/or reference checks indicating their
6 ability to perform the required duties and accept the kind of responsibility
7 anticipated under this Agreement. CONTRACTOR shall maintain records of
8 background investigations and reference checks undertaken and coordinated by
9 CONTRACTOR for each employee and/or volunteer assigned to provide services
10 under this Agreement for a minimum of five (5) years from the date of final
11 payment under this Agreement or until all pending COUNTY, State and Federal
12 audits are completed, whichever is later, in compliance with all applicable
13 laws.

14 26.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
15 arrest and/or subsequent conviction, for offenses other than minor traffic
16 offenses, of any paid employee and/or volunteer staff performing services
17 under this Agreement, when such information becomes known to CONTRACTOR.
18 ADMINISTRATOR may determine whether such employee and/or volunteer may
19 continue to provide services under this Agreement and shall provide notice of
20 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
21 with ADMINISTRATOR's decision shall be deemed a material breach of this
22 Agreement, pursuant to Paragraph 18 above.

23 26.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
24 staff performing work hereunder and any proposed changes in CONTRACTOR's
25 staff.

26 26.9 COUNTY shall have the right to require CONTRACTOR to remove any
27 employee from the performance of services under this Agreement. At the
28 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

1 26.10 CONTRACTOR shall notify COUNTY immediately when staff is
2 terminated for cause from working on this Agreement.

3 26.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
4 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
5 work in accordance with the terms and conditions of this Agreement.

6 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

24 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

25 28.1 In order to comply with child support enforcement requirements of
26 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
27 of the award of this Agreement:

28 (a) in the case of an individual contractor, his/her name, date of

1 birth, Social Security number, and residence address;

2 (b) in the case of a contractor doing business in a form other than as
3 an individual, the name, date of birth, Social Security number,
4 and residence address of each individual who owns an interest of
5 ten percent (10%) or more in the contracting entity;

6 (c) a certification that CONTRACTOR has fully complied with all
7 applicable Federal and State reporting requirements regarding its
8 employees; and

9 (d) a certification that CONTRACTOR has fully complied with all
10 lawfully served Wage and Earnings Assignment Orders and Notices of
11 Assignment, and will continue to so comply.

12 28.2 The failure of CONTRACTOR to timely submit the data or
13 certifications required by subsections (a), (b), (c), or (d), or to comply
14 with all Federal and State employee reporting requirements for child support
15 enforcement or to comply with all lawfully served Wage and Earnings Assignment
16 Orders and Notices of Assignment shall constitute a material breach of this
17 Agreement, and failure to cure such breach within sixty (60) calendar days of
18 notice from COUNTY shall constitute grounds for termination of this Agreement.

19 28.3 It is expressly understood that this data will be transmitted to
20 governmental agencies charged with the establishment and enforcement of child
21 support orders, and for no other purpose.

22 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

23 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
24 ensure that all employees, volunteers, consultants, or agents performing
25 services under this Agreement report child abuse or neglect to one of the
26 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
27 abuse as defined in Section 15610.07 of the WIC to one of the agencies
28 specified in WIC Section 15630. CONTRACTOR shall require such employee,

1 volunteer, consultant or agent to sign a statement acknowledging the child
2 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
3 Penal Code and the dependent adult and elder abuse reporting requirements as
4 set forth in Section 15630 of the WIC and will comply with the provisions of
5 these code sections as they now exist or as they may hereafter be amended.

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

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

12 31. CONFIDENTIALITY

13 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
14 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
15 and all other provisions of law, and regulations promulgated thereunder
16 relating to privacy and confidentiality, as each may now exist or be hereafter
17 amended.

18 31.2 All records and information concerning any and all persons
19 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
20 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
21 volunteers. CONTRACTOR shall require all of its employees, agents,
22 subcontractors and volunteer staff who may provide services for CONTRACTOR
23 under this Agreement to sign an agreement with CONTRACTOR before commencing
24 the provision of any such services, to maintain the confidentiality of any and
25 all materials and information with which they may come into contact, or the
26 identities or any identifying characteristics or information with respect to
27 any and all participants referred to CONTRACTOR by COUNTY, except as may be
28 required to provide services under this Agreement or to those specified in

1 this Agreement as having the capacity to audit CONTRACTOR, and as to the
2 latter, only during such audit. CONTRACTOR shall comply with any audits
3 specified in Paragraph 25, provide reports and any other information required
4 by COUNTY in the administration of this Agreement, and as otherwise permitted
5 by law.

6 31.3 CONTRACTOR shall inform all of its employees, agents,
7 subcontractors, volunteers and partners of this provision and that any person
8 violating the provisions of said State law may be guilty of a crime.

9 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
10 be subject to the confidentiality requirements of this Agreement.

11 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
12 with respect to Juvenile Court matters, in accordance with WIC Section 827,
13 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
14 regarding Confidentiality, as it now exists or may hereafter be amended.

15 31.5.1 No access, disclosure or release of information regarding
16 a child who is the subject of Juvenile Court proceedings shall be permitted
17 except as authorized. If authorization is in doubt, no such information shall
18 be released without the written approval of a Judge of the Juvenile Court.

19 31.5.2 CONTRACTOR must receive prior written approval of the
20 Juvenile Court before allowing any child to be interviewed, photographed or
21 recorded by any publication or organization or to appear on any radio,
22 television or internet broadcast or make any other public appearance. Such
23 approval shall be requested through child's Social Worker.

24 32. COPYRIGHT ACCESS

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

1 33. WAIVER

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

10 34. PUBLICITY

11 34.1 Information and solicitations, prepared and released by
12 CONTRACTOR, concerning the services provided under this Agreement shall state
13 that the program, wholly or in part, is funded through COUNTY, State and
14 Federal government funds.

15 34.2 CONTRACTOR shall not disclose any details in connection with this
16 Agreement to any person or entity except as may be otherwise provided
17 hereunder or required by law. However, in recognizing CONTRACTOR's need to
18 identify its services and related clients to sustain itself, COUNTY shall not
19 inhibit CONTRACTOR from publishing its role under this Agreement within the
20 following conditions:

21 34.2.1 CONTRACTOR shall develop all publicity material in a
22 professional manner; and

23 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
24 and shall not authorize another to, publish or disseminate any commercial
25 advertisements, press releases, feature articles, or other materials using the
26 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
27 unreasonably withhold written consent.

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1 35. COUNTY RESPONSIBILITIES

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

4 36. REFERRALS

5 36.1 CONTRACTOR shall provide services to individuals referred by
6 ADMINISTRATOR.

7 37. REPORTS

8 37.1 CONTRACTOR shall provide information deemed necessary by
9 ADMINISTRATOR to complete any State-required reports related to the services
10 provided under this Agreement.

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

16 38. ENERGY EFFICIENCY STANDARDS

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

20 39. ENVIRONMENTAL PROTECTION STANDARDS

21 39.1 CONTRACTOR shall be in compliance with the Clean Air Act [Title
22 42 USC Section 7401 et seq.], Section 508 of the Clean Water Act (Title 33
23 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
24 hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now
25 exist or be hereafter amended. Under these laws and regulations, CONTRACTOR
26 assures that:

27 39.2 No facility to be utilized in the performance of the proposed
28 grant has been listed on the EPA List of Violating Facilities;

1 39.3 It will notify COUNTY prior to award of the receipt of any
2 communication from the Director, Office of Federal Activities, U.S. EPA,
3 indicating that a facility to be utilized for the grant is under consideration
4 to be listed on the EPA List of Violating Facilities; and

5 39.4 It will notify COUNTY and the EPA about any known violation of the
6 above laws and regulations.

7 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
8 CERTAIN FEDERAL TRANSACTIONS

9 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
10 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
11 provisions set down by the OMB and published in the Federal Register dated
12 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
13 regulations, it is mutually understood that any contract which utilizes
14 Federal monies in excess of \$100,000 must contain and CONTRACTOR must certify
15 compliance utilizing a form provided by ADMINISTRATOR that cites the
16 following:

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

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

23 1) No Federal appropriated funds have been paid or will
24 be paid to any person for influencing or attempting to influence an officer or
25 employee of any agency, a Member of Congress, an officer or employee of
26 Congress, or an employee of a Member of Congress on his or her behalf in
27 connection with the awarding of any Federal contract, the making of any
28 Federal grant, the making of any Federal loan, the entering into of any

1 cooperative agreement, and the extension, continuation, renewal, amendment or
2 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

15 C. Submission of this certification and disclosure is a
16 prerequisite for making or entering into this Agreement imposed by Section
17 1352, Title 31, USC. Any person who makes an expenditure prohibited under
18 this provision or who fails to file or amend the disclosure form to be filed
19 or amended by this provision, shall be subject to a civil penalty of not less
20 than \$10,000, and not more than \$100,000, for each such failure.

21 41. POLITICAL ACTIVITY

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

25 42. TERMINATION PROVISIONS

26 42.1 ADMINISTRATOR may terminate this Agreement without penalty
27 immediately with cause or after thirty (30) days written notice without cause,
28 unless otherwise specified. Notice shall be deemed served on the date of

1 mailing. Cause shall be defined as any breach of contract, any
2 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
3 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
4 all further obligations under this Agreement.

5 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to
6 cooperate with ADMINISTRATOR in the orderly transfer of service
7 responsibilities, active case records, and pertinent documents.

8 42.3 The obligations of COUNTY under this Agreement are contingent upon
9 the availability of Federal and/or State funds, as applicable, for the
10 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
11 for the services hereunder in the budget approved by the Orange County Board
12 of Supervisors each fiscal year this Agreement remains in effect or operation.
13 In the event that such funding is terminated or reduced, ADMINISTRATOR may
14 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
15 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
16 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
17 notification of such determination. CONTRACTOR shall immediately comply with
18 ADMINISTRATOR's decision.

19 42.4 If any provision of this Agreement or the application thereof is
20 held invalid, the remainder of this Agreement shall not be affected thereby.

21 43. GOVERNING LAW AND VENUE

22 This Agreement has been negotiated in the State of California and shall
23 be governed by and construed under the laws of the State of California. In
24 the event of any legal action to enforce or interpret this Agreement, the sole
25 and exclusive venue shall be a court of competent jurisdiction located in
26 Orange County, California, and the parties hereto agree to and do hereby
27 submit to the jurisdiction of such court, notwithstanding Code of Civil
28 Procedure Section 394. Furthermore, the parties specifically agree to waive

1 any and all rights to request that an action be transferred for trial to
2 another county.

3 44. SIGNATURE IN COUNTERPARTS

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

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

3
4 By: 
5 TIMOTHY H. FARLEY
6 ASSISTANT EXECUTIVE DIRECTOR
7 NEW ALTERNATIVES, INC.

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

8 Dated: 3/8/16

Dated: _____

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

13 _____
14 ROBIN STIELER
15 Clerk of the Board
16 Orange County, California

17 APPROVED AS TO FORM
18 COUNTY COUNSEL
19 COUNTY OF ORANGE, CALIFORNIA

20 By: 
21 DEPUTY

22 Dated: 3/3/16

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.

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 homes or home-like settings as an alternative to group home care. CONTRACTOR acknowledges Eligible Children and NMDs and those individuals identified in Paragraph 1.4 will 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 Diego, Riverside and San Bernardino Counties). Approximately ten to fifteen percent (10-15%) of the referred population may be residing outside of Orange

1 County.

2 1.4 CONTRACTOR shall also extend services, as directed by
3 ADMINISTRATOR, to families of children participating in the Adoption
4 Assistance Program (AAP), Dependency Drug Court (DDC), Treatment Foster Care
5 Oregon - Orange County (TFCO-OC), Multidimensional Treatment Individualized
6 Plan (MTIP), Emergency Response/Family Maintenance Collaborative Services
7 (ER/FMCS), and the Multi-Disciplinary Consultation Team (MDCT), or other
8 programs as deemed appropriate by COUNTY.

9 2. SERVICE STANDARDS

10 2.1 CONTRACTOR shall adhere to Wraparound OC standards as outlined in
11 the Wraparound OC Plan as well as State laws and regulations pertaining to
12 Wraparound as now exist or are amended, hereinafter.

13 2.2 CONTRACTOR shall provide intensive, strength and needs based
14 services and supports, using a community-based and family-centered process.
15 Services and supports must be individualized and comprehensive.

16 2.3 CONTRACTOR shall establish, model and maintain professional
17 boundaries among staff and in all interactions with Participants and families.

18 2.4 CONTRACTOR shall assist NMD Participants in fostering self-
19 sufficiency by providing linkages to help youth achieve their educational
20 goals, develop their skills for employment, obtain housing and facilitate the
21 development of any other traditional independent living skills needed by
22 emancipating youth, CONTRACTOR may assign a NMD a Parent Partner or Youth
23 Partner to assist, depending on the youth's preference, skill levels and/or
24 needs.

25 2.5 CONTRACTOR shall arrange for twenty-four (24) hour on-call
26 crisis/emergency availability for Wraparound OC Participants and their
27 families as stated in Subparagraph 7.3 of this Exhibit A.

28 2.6 CONTRACTOR shall adhere to a model of service delivery that

1 recognizes phases of progression from dependence to self-sufficiency.
2 Interventions, including the intensity of support provided by the CONTRACTOR's
3 Care Coordinator, Parent Partner and TFCO-OC Youth Partner or Youth Partner,
4 shall be adjusted to reflect the Participant's and the Participant's Family's
5 progression through the phases. Family involvement, family decision-making,
6 reliance on formal supports and development of informal supports are other
7 factors that are expected to lead to self-sufficiency as the family
8 successfully moves through the different phases. The phases of Wraparound OC
9 are:

10 2.6.1 Engagement:

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

20 2.6.2 Plan Development:

21 This is the Plan Development phase of Wraparound and
22 requires regular Family Team Meetings (FTM) which shall include, at a minimum,
23 the Participant, the Participant's Family members, CONTRACTOR staff and the
24 referring party (Senior Social Worker [SSW], Deputy Probation Officer [DPO],
25 or Clinical Therapist). The Plan Development phase should commence at least
26 by the end of the third (3rd) week after the referral is made. This phase
27 requires the Participant and Family Team to come together to review family
28 strengths; develop a collaborative Family Team Vision Statement, upon which

1 all team members can agree and accept; list needs statements across life
2 areas; prioritize, as a team, the most important needs; and craft
3 interventions and actions to meet the prioritized needs. These needs and
4 interventions shall be clearly addressed in the initial Plan of Care (POC) and
5 Safety Plan.

6 2.6.3 Implementation:

7 The Implementation phase follows directly after the
8 initial POC and Safety Plan have been completed. During this phase, the
9 Participant and Family Team meets regularly to discuss and assess the
10 effectiveness of the interventions within the POC and Safety Plan and to
11 modify or adjust the POC and Safety Plan as may be needed to meet the needs of
12 the Participant and the Family. The initial POC provides the framework for
13 moving into the Implementation Phase.

14 2.6.4 Transition:

15 The Transition phase occurs when the initial POC has been
16 implemented and modified over time and a comprehensive set of interventions
17 have been successfully implemented to produce the desired outcomes. Effective
18 transition planning shall: occur in a thoughtful fashion; engage the entire
19 Family Team in decision-making; support rather than abandon the family; and
20 help the Participant and the Participant's Family become self-sufficient and
21 able to function successfully without system involvement. The formal
22 transition phase can range from two (2) weeks up to three (3) months.

23 2.7 CONTRACTOR shall require its employees to adhere to the COUNTY
24 Code of Conduct provided during the Wraparound OC Core Four-Day Training,
25 described in Paragraph 5.2.

26 2.8 CONTRACTOR shall monitor each Participant's and Participant's
27 Family's progress, identify barriers to progress and develop effective methods
28 to overcome barriers. CONTRACTOR or ADMINISTRATOR may request case

1 consultation through Wraparound Review and Intake Team (WRIT) Technical
2 Assistance and/or the Family Review Process as needed.

3 2.9 CONTRACTOR shall use the POC as the structural tool and road map
4 to ensure that all Family Team members focus on a common goal; maximize the
5 family strengths to reach their goal; agree upon the family needs, as
6 prioritized by the Family Team; and respect the goals of the community and the
7 referring agency, as reflected in any existing court orders, laws and
8 regulations, and policies and procedures. Family involvement in developing,
9 implementing, and accepting ownership of the POC is critical to success and is
10 expected to increase with the Participant and Family's progression toward
11 self-sufficiency. The POC elements for each Participant shall include, but not
12 be limited to:

13 2.9.1 Dates the case is assigned, completed, and approved;

14 2.9.2 Family Team Vision Statement;

15 2.9.3 Identification of specific needs in applicable life areas;

16 2.9.4 Identification of the types of actions or interventions
17 and responsible party or parties;

18 2.9.5 Identification of service provider(s);

19 2.9.6 Identification of the strengths of the Family and of each
20 Team Member;

21 2.9.7 Funding source for actions and/or interventions;

22 2.9.8 Estimated date(s) of completion for actions and/or
23 interventions;

24 2.9.9 Identification of progress and outcomes in prior month(s);

25 2.9.10 Identification of continuing service(s);

26 2.9.11 Identification of discontinued service(s) and reason(s)
27 for discontinuation;

28 2.9.11.1 Outcome identified as effective, therefore

1 services no longer needed;

2 2.9.11.2 Outcome identified as ineffective, therefore
3 services no longer needed;

4 2.9.11.3 Identification of other reason(s) service(s) no
5 longer needed; and

6 2.9.11.4 Identification of any services that have been
7 added and reasons for those added services.

8 2.9.12 Service cost by unit and by total.

9 2.10 CONTRACTOR shall ensure that each POC and Safety Plan is developed
10 and supported by the Family Team, as evidenced by signatures of the Family
11 Team members. The POC signature sheet shall identify each member by his or
12 her status as a formal or informal support.

13 2.11 An addendum to the active POC shall be completed anytime a
14 substantial change occurs in the Participant and/or Family's circumstances,
15 which warrants a revision to the needs, interventions and/or vision stated in
16 the most current POC.

17 2.12 CONTRACTOR shall access and maximize the use of informal family
18 and community resources to meet Participant and Participant's Family needs.

19 2.13 CONTRACTOR shall make referrals to utilize the COUNTY's Wraparound
20 Provider Network Program (PNP) to meet Participant's needs, when warranted and
21 dependent upon availability. CONTRACTOR shall obtain written authorization for
22 PNP services from ADMINISTRATOR.

23 2.14 CONTRACTOR shall provide services pursuant to this Agreement in a
24 manner that is culturally and linguistically competent and responsive for the
25 population(s) served.

26 2.15 CONTRACTOR shall continue to develop and implement policies and
27 procedures that are culturally and linguistically appropriate as established
28 and provided by COUNTY. CONTRACTOR shall maintain documentation of such

1 efforts which may include, but is not limited to:

2 2.15.1 Participation in COUNTY sponsored and other applicable
3 training;

4 2.15.2 Availability of literature in multiple languages and
5 formats as appropriate; and

6 2.15.3 Identification of measures taken to enhance accessibility
7 for, and sensitivity to, persons with physical challenges and/or disabilities.

8 2.16 CONTRACTOR shall ensure language translation needed for Wraparound
9 services is provided by a qualified adult and not by the Participant and/or
10 the Participant's parent/caregiver/family member or any minor youth or
11 children.

12 2.17 Upon prior written approval from ADMINISTRATOR, CONTRACTOR shall
13 utilize appropriate and qualified language translation and interpretation
14 staff as needed for services provided to Participants. In addition to
15 language skills, a qualified interpreter must have the ability to accurately
16 translate terms associated with mental illness, psychotropic medications, and
17 cultural beliefs and practices, but the qualified interpreter is not required
18 to be trained in mental health services. In addition to necessary language
19 translation and interpretation services, CONTRACTOR shall have Participant
20 materials translated into Spanish, Vietnamese and any other languages
21 identified and approved for translation by ADMINISTRATOR.

22 2.18 CONTRACTOR shall comply with all civil rights requirements, as
23 described in Paragraph 8.6 of this Agreement, including but not limited to,
24 posting current civil rights posters in the reception area of every office
25 where Participants are served, and making pamphlets and complaint forms
26 available to Participants in English, Spanish and Vietnamese. The materials
27 are available from the SSA Program Integrity/Civil Rights Coordinator, (714)
28 438-8877.

1 2.19 In an effort to maintain public awareness of the “Safe Arms for
2 Newborns” law (California Health and Safety Code Section 1255.7), CONTRACTOR
3 must post Safely Surrendered Baby posters in the reception area of every
4 office where Participants are served. Posters are available through CDSS, at
5 www.dss.cahwnet.gov/cdssweb/FormsandPU_271.htm (English version), or
6 www.dss.cahwnet.gov/cdssweb/SpanishTra_275.htm (Spanish version).

7 2.20 Additional Responsibilities:

8 2.20.1 CONTRACTOR shall have and maintain a current California
9 business license and if applicable, a valid California Group Home License.

10 2.20.2 CONTRACTOR shall conduct initial or pre-hire background
11 checks on all Wraparound OC staff, in accordance with Paragraph 26 entitled
12 “Personnel Disclosure” of this Agreement, CONTRACTOR shall conduct all of the
13 following:

14 2.20.2.1 Annual clearance using the public websites for
15 the U.S. Department of Justice National Sex Offender and Megan’s Law Sex
16 Offenders Registry;

17 2.20.2.2 Annual criminal records check including
18 Department of Justice, Federal Bureau of Investigation and Child Abuse Central
19 Index (CACI);

20 2.20.2.3 Fingerprinting (Live Scan) for new hires;

21 2.20.2.4 Health, including tuberculosis and drug
22 screening for new hires;

23 2.20.2.5 HCA sanctions, twice a year;

24 2.20.2.6 Annual Department of Motor Vehicle (DMV)
25 clearance;

26 2.20.2.7 Professional License and insurance status (as
27 applicable) for new hires and at license renewal; and

28 2.20.2.8 Sanction screenings (Office of Inspector

1 General, EPLS)

2 2.21 CONTRACTOR shall obtain annual updated clearances and maintain a
3 method of obtaining timely and subsequent updated records notifications,
4 including monitoring of driver's license suspensions, tickets, accidents,
5 and/or other vehicular violations. If any subsequent negative criminal,
6 professional, DMV or CACI record information is obtained, CONTRACTOR shall
7 immediately notify COUNTY.

8 2.22 CONTRACTOR shall clearly identify the roles of licensed and
9 unlicensed staff, registered interns, interns, volunteers, and/or student
10 interns. The use of the aforementioned shall require prior, written approval
11 from ADMINISTRATOR.

12 2.23 Registered interns, interns, volunteers, and/or student interns
13 shall not be authorized to provide direct services to Participants and/or
14 Participant's parent/caregiver/family members.

15 2.24 Only staff employed by CONTRACTOR shall be allowed to transport
16 Participants and their Families. Registered interns, interns, volunteers,
17 and/or student interns shall not be authorized to transport Participants
18 and/or their Families.

19 2.25 All CONTRACTOR staff that transports Participants and their
20 families must have a valid Class C California Driver's License with no serious
21 traffic violations and proof of automobile insurance, which shall be verified
22 by CONTRACTOR through a clearance from the California DMV.

23 2.26 CONTRACTOR shall utilize a secure method of email communication as
24 directed and approved by the COUNTY.

25 2.27 CONTRACTOR shall utilize a procedure to ensure all client
26 Personally Identifiable Information (PII) and records, open or closed client
27 files, case related notes, field documents, including personal computers,
28 phones, or other electronic devices containing such information are secured at

1 all times.

2 2.28 CONTRACTOR shall ensure the confidentiality of all information
3 related to Participants and Participant Families. Confidentiality shall
4 extend to both the data collected by CONTRACTOR, as well as any printed
5 reports, email communication, or other related documents. No PII or data
6 collected shall be disclosed to anyone without prior written approval of the
7 Participant and ADMINISTRATOR. Confidentiality procedures shall meet all
8 local, State, and Federal requirements as detailed in Paragraph 31 of this
9 Agreement.

10 2.29 Services must be outcome-driven and identified indicators must
11 accurately reflect progress towards the program's goal of providing supportive
12 services to enable children to live safely in family settings and achieve
13 positive outcomes for the child and family members as an alternative to
14 placement in group home care. Participant and Participant's Family's gains
15 (or lack thereof) after interventions must be measured by CONTRACTOR.
16 CONTRACTOR must be able to clearly state what changes took place in the
17 Participants and their families.

18 2.30 CONTRACTOR must be able to meet Participant's and Participant's
19 Family's needs twenty-four (24) hours a day, seven (7) days a week.

20 2.31 CONTRACTOR shall clearly identify the Participant's and the
21 Participant's Family's challenges concerning basic needs for food, shelter,
22 housing, and clothing and shall address said challenges utilizing formal and
23 informal supports, and clearly address challenges on Participant's POC.

24 2.32 CONTRACTOR must capitalize on opportunities to provide
25 Participants and Participant's Family with linkages to integrated,
26 coordinated, and easily-accessible community resources. CONTRACTOR must
27 follow-up to verify and document that the Participant/Participant's family was
28 able to access the needed services/resources within ninety (90) calendar

1 days of identifying and providing linkages to said resources on the
2 Participant/Participant's Family's POC.

3 2.33 CONTRACTOR shall be required to appear and testify at Juvenile
4 Court hearings, when subpoenaed, and comply with all confidentiality
5 requirements related to both testimony and case records production.

6 2.33.1 CONTRACTOR shall notify COUNTY immediately of any
7 subpoenas received by CONTRACTOR, CONTRACTOR's staff, Participant and/or
8 Participant's Family in connection with Wraparound OC services.

9 2.34 CONTRACTOR shall invite Participant's assigned SSW, DPO, and/or
10 Mental Health (MH) Case Manager responsible for on-going services to
11 participate in all FTMs.

12 2.35 CONTRACTOR's direct service staff members are required to
13 participate in Wraparound OC FTMs, Emergency Team Meetings (ETM), Team
14 Decision Making (TDM) meetings, Multi-disciplinary Team (MDT) meetings and
15 Child Family Team (CFT) meetings at the request of ADMINISTRATOR. FTM, ETM,
16 TDM, MDT and CFT meetings may occur at a location other than CONTRACTOR's
17 facility.

18 2.35.1 FTMs are scheduled to make certain the needs of the
19 Wraparound OC Participant and family are met through the written POC. Every
20 effort is made to ensure the family voice is heard and that the family accepts
21 ownership of the process. This process is highly individualized for each
22 Participant and seeks to maximize the capacity of each family to meet the
23 Participant's needs, and to prevent or reduce the need for residential
24 placement.

25 2.35.2 An ETM is an Emergency Family Team Meeting, modeled after
26 TDM meetings and held to address Participant's safety issues and placement
27 concerns. ETMs must occur within twenty-four (24) hours of the event or
28 change of circumstances necessitating the meeting.

1 2.35.3 TDM meetings incorporate a strength-based, consensus-
2 driven, respectful process that models directness and honesty in discussing
3 the risks and concerns involved in placement decisions. Through the
4 involvement of families and communities, TDM promotes the value that families
5 are experts about themselves and communities are experts about their community
6 resources. TDM meetings may require up to ninety (90) minutes per session.

7 2.35.4 An MDT consists of a team of three (3) or more persons who
8 are trained in the prevention, identification, and treatment of child abuse
9 and neglect and qualified to provide a broad range of services related to
10 child maltreatment. MDT meetings may require up to two (2) hours per session.

11 3. CASELOAD STANDARDS

12 3.1 CONTRACTOR shall provide Wraparound Teams that are each composed
13 of a Care Coordinator, a Parent Partner and a Youth Partner. ADMINISTRATOR
14 shall determine if a Participant will be assigned either a Youth Partner or a
15 TFCO-OC Youth Partner. Unless otherwise specified, Youth Partner and TFCO-OC
16 Youth Partner are used interchangeably herein. CONTRACTOR shall be required
17 to obtain prior, written approval from ADMINISTRATOR before implementing any
18 change in Wraparound team composition.

19 3.2 CONTRACTOR shall ensure that each Wraparound team member maintains
20 a caseload of eight to ten (8-10) slots with an average of fifteen to sixteen
21 (15-16) hours of services contacts per month, per Participant or Participant's
22 Family Team. The fifteen to sixteen hours (15-16) hours of service contacts
23 per month includes telephone contact, face-to-face contact with the
24 Participant and/or Participant's Family, consultation time, case management
25 and documentation, and identified crisis time.

26 3.3 ADMINISTRATOR reserves the right to modify the number and type of
27 staff. CONTRACTOR shall maintain nine (9) Wraparound Teams composed of the
28 following Full Time Equivalent (FTE) staff.

1 3.3.1 Three (3) Wraparound Supervisors, each supervising three
2 (3) teams (see Subparagraph 3.8 through 3.10 below).

3 3.3.2 Nine (9) Care Coordinators, one (1) per team.

4 3.3.3 Nine (9) Parent Partners, one (1) per team.

5 3.3.4 Nine (9) Youth Partners, one (1) per team.

6 3.4 Although English may be the predominant language spoken by the
7 Participants to be served, there are many Participants and/or their
8 families/caregivers whose primary language is a language other than English
9 (e.g., Spanish or Vietnamese). Therefore, CONTRACTOR shall be required to
10 maintain the following bilingual staff levels:

11 3.4.1 At minimum, one (1) of the three (3) Wraparound
12 Supervisors shall be bilingual Spanish.

13 3.4.2 At minimum, five (5) of the nine (9) Care Coordinators
14 shall be bilingual, with at least three (3) specifically bilingual Spanish.

15 3.4.3 At minimum, five (5) of the nine (9) Parent Partners shall
16 be bilingual, with at least three (3) specifically bilingual Spanish.

17 3.4.4 At minimum, five (5) of the nine (9) Youth Partners shall
18 be bilingual, with at least three (3) specifically bilingual Spanish.

19 3.4.5 ADMINISTRATOR, at its sole discretion, may modify the
20 above listed ratios and languages as it deems necessary to address population
21 and service needs.

22 3.5 Care Coordinators, Parent Partners and Youth Partners shall each
23 maintain a caseload of eight to ten (8-10) slots. Face-to-face contact with
24 Participant and Participant's Family will vary depending on the Wraparound OC
25 phase. However, face-to-face contact shall be a minimum of two (2) hours per
26 participant per month during the Engagement Phase and a minimum of one (1)
27 hour per participant per month during the other Wraparound phases.

28 3.6 TFCO-OC Youth Partners shall maintain a caseload of eight to ten

1 (8-10) slots. Face-to-face contact will vary depending on the Wraparound OC
2 phase and the Participant's level within the TFCO-OC program. However, face-
3 to-face contact shall be a minimum of one (1) hour per TFCO-OC Participant
4 weekly, or a minimum as determined by ADMINISTRATOR, during the Participant's
5 placement within the TFCO-OC foster home, and as needed after the
6 Participant's return to his/her aftercare family.

7 3.7 To the extent allowable under the law, CONTRACTOR shall use best
8 efforts to maintain a male-to-female staff ratio of Youth Partners reflective
9 of the gender ratio of the Participant population served, particularly with
10 Participants who are on Probation or at-risk of Probation. ADMINISTRATOR, in
11 its sole discretion, shall determine and approve ratio fluctuations.

12 3.8 Wraparound Supervisors shall supervise a maximum of eight to ten
13 (8-10) FTE Wraparound OC staff. At ADMINISTRATOR's discretion, CONTRACTOR'S
14 staff may increase FTE supervision capacity to account for vacancies and
15 emergencies. Supervised staff shall consist of Care Coordinators, Parent
16 Partners and Youth Partners.

17 3.9 CONTRACTOR shall not allow Wraparound Supervisor(s) to carry or
18 maintain a regular Participant caseload. CONTRACTOR shall notify
19 ADMINISTRATOR within twenty-four (24) hours in the event that Wraparound
20 Supervisor(s) is/are in the position of covering a Participant caseload due to
21 staffing issues. CONTRACTOR shall adhere to ADMINISTRATOR approved procedure
22 for notification after standard business hours.

23 3.10 CONTRACTOR shall not assign Wraparound Director or Wraparound
24 Supervisor(s) to supervise other programs within CONTRACTOR's organization
25 without prior, written approval of ADMINISTRATOR.

26 3.11 CONTRACTOR shall recruit, hire and maintain qualified staff
27 members who can provide services to the diverse population served by
28 Wraparound OC. Wraparound OC staff shall have the language skills and

1 cultural awareness necessary to communicate fully and effectively with
2 Participants and Participants' Families, and to provide services in the
3 appropriate languages, in a culturally sensitive manner and in a setting
4 accessible to diverse communities.

5 3.12 CONTRACTOR bilingual-staff members shall be required to be
6 proficient in understanding, speaking and writing in the English language and
7 in preparing clear, concise and complete case notes, reports, etc., in both
8 English and the specified language(s) (i.e., English, Spanish, or Vietnamese)
9 required.

10 3.13 CONTRACTOR shall provide qualified bilingual staff as specified in
11 Subparagraph 3.4 of this Exhibit A. CONTRACTOR shall clearly identify
12 bilingual staff positions in the budget and ensure the staff filling said
13 positions are proficient in English as well as Spanish or other language(s).
14 Bi-lingual staffing ratios shall be maintained in accordance with the language
15 needs of the target population as determined by COUNTY.

16 3.14 ADMINISTRATOR may, at its sole discretion, modify the caseload and
17 supervision standards as referenced in this Paragraph 3 of this Exhibit A
18 without reducing the level of service to be provided by CONTRACTOR and/or
19 exceeding maximum contract obligation.

20 4. FAMILY TEAM AND PARTICIPANT SERVICES

21 4.1 CONTRACTOR shall assign a Care Coordinator, Parent Partner and
22 Youth Partner to initiate contact with the Participant and his/her
23 parent/caregiver within two (2) business days of referral assignment by WRIT.
24 Assignment of TFCO-OC Youth Partner shall be at the direction of the COUNTY's
25 TFCO-OC Clinical Team.

26 4.2 Care Coordinator shall contact Referring Party (SSW, DPO, or MH
27 Case Manager) within three (3) business days of assignment by CONTRACTOR, to
28 schedule a meeting to discuss the referral and initial safety planning. The

1 face-to-face meeting with the Referring Party is to occur within seven (7)
2 calendar days of assignment by WRIT.

3 4.3 Care Coordinator and/or Parent Partner shall contact Participant's
4 parent or caregiver within one (1) business day from the face-to-face meeting
5 with Referring Party. Care Coordinator and Parent Partner shall conduct an
6 initial face-to-face meeting with the Participant's Family within fourteen
7 (14) calendar days of assignment by WRIT. Areas of interest to be discussed
8 during the initial meeting shall include, but are not limited to:

9 4.3.1 Wraparound OC Goals;

10 4.3.2 Wraparound Process;

11 4.3.3 Expectations/role of the Referring Party as outlined in
12 the Wraparound Parties Agreement form;

13 4.3.4 Expectation(s) of Parent(s) or Caregiver(s);

14 4.3.5 Expectation(s) of Participant;

15 4.3.6 Development of the Family Team;

16 4.3.7 Safety issues regarding the Participant and the
17 Participant's parent(s)/caregiver(s); and

18 4.3.8 Stability of housing, childcare, and respite needs.

19 4.4 Youth Partner shall conduct an initial face-to-face meeting with
20 the Participant within seven (7) calendar days of assignment by CONTRACTOR.

21 4.5 The Care Coordinator shall notify the Referring Party of the date,
22 time and place set for the initial FTM, as well as all subsequent Family Team
23 Meetings, court-related, and/or school related meetings involving the
24 Participant. Taking into consideration family's obligations such as work and
25 school, the Care Coordinator shall schedule FTMs to maximize opportunities for
26 the SSW, DPO, or MH Case Manager to attend regularly.

27 4.6 CONTRACTOR staff shall ensure the Participant's parent/caregiver
28 or previously authorized adult designee, as determined by the Family Team, is

1 present in the home or at the predetermined meeting location whenever any
2 other team member(s) and/or Contractor staff is present. CONTRACTOR staff
3 shall not enter a Participant or Participant's Family home or commence a
4 meeting unless Participant's parent/caregiver or adult designee is present.

5 4.7 The Care Coordinator shall notify the Referring Party as soon as
6 possible, but no later than three (3) business days, of any changes and/or
7 cancellations in any meetings to which the Referring Party has been invited or
8 is expected to attend.

9 4.8 The Care Coordinator shall facilitate the development of an
10 initial POC by the Family Team and submit the POC to ADMINISTRATOR within one
11 (1) month of assignment; e.g., if assignment date is May 15, POC shall be due
12 on June 15. The Care Coordinator shall be responsible for ensuring the POC,
13 and all ensuing POCs, promote family self-sufficiency while addressing the
14 family's unique challenges and the Referring Party's safety concerns in a
15 culturally-sensitive manner that incorporates the Participant and
16 Participant's Family's values and beliefs.

17 4.8.1 The Family Team shall ensure that the POC is written in
18 English and the family's primary language, if other than English. The POC
19 shall be:

20 4.8.2 Created in written format and signed by all applicable
21 members of the Family Team;

22 4.8.3 Developed and completed in a timely manner:

23 4.8.4 Viable, with identified attainable goals and supports who
24 are capable of providing the outlined services designed to enable the
25 Participant to transition to or remain in a family environment and to minimize
26 the risk of the Participant remaining in or being placed in group home care.

27 4.8.5 Designed to address the issues that brought the
28 Participant and/or the Participant's Family to the attention of Wraparound OC.

1 4.8.6 Re-evaluated by CONTRACTOR on each occasion a change
2 occurs in the Participant's POC's support system and at a minimum of once
3 every three (3) months.

4 4.8.7 Update via an addendum to the POC when a substantial
5 change, which would warrant a revision to the needs, interventions, and/or
6 vision reflected in the most recent POC is made and/or a new or significant
7 change in circumstances or issue(s) arise that were not anticipated or
8 included in the initial POC.

9 4.9 The Care Coordinator shall update, modify, or extend each POC at
10 three (3) month intervals, or as deemed necessary by the Family Team and
11 approved by ADMINISTRATOR. The Care Coordinator shall submit the updated,
12 modified, or extended POC to ADMINISTRATOR within seven (7) calendar days of
13 completion.

14 4.10 The Care Coordinator shall indicate the full name and obtain the
15 signature on the signature sheet of each Family Team member present at each
16 FTM. The signature shall signify that each member understands the POC, its
17 goals and its action plans. The signature sheet shall designate the
18 formal/informal status of each Family Team member and date of the FTM.

19 4.11 The Family Team shall develop a viable Prevention and Safety Plan
20 prior to the Participant's return home, if applicable, or within one (1) month
21 of assignment if the Participant is in the home before Wraparound OC becomes
22 involved. CONTRACTOR will ensure the Safety Plan meets, but is not limited
23 to, the following criteria:

24 4.11.1 The Family Team shall ensure that the Safety Plan is
25 written and available in English and the family's primary language, if other
26 than English;

27 4.11.2 Created in written format and signed by all applicable
28 members of the Family Team;

1 4.11.3 Developed and completed in a timely manner;

2 4.11.4 Viable, with identified attainable goals and supports who
3 are capable of providing the outlined services designed to enable the
4 Participant to remain in a family environment and to reduce the risk of the
5 Participant being placed in congregate care;

6 4.11.5 Designed to address the issues that brought the
7 Participant and the Participant's Family to the attention of Wraparound OC;
8 and

9 4.11.6 Be re-evaluated by CONTRACTOR on each occasion a change
10 occurs in the Participant's Safety Plan support system(s), and at a minimum of
11 once every three (3) months.

12 4.11.7 An addendum to the Safety Plan must be developed anytime a
13 new or significant change in safety issues arises that were not anticipated or
14 included in the initial safety plan.

15 4.12 The Care Coordinator, Parent Partner and Youth Partner shall
16 provide or secure support and crisis/emergency services for the Participant
17 and/or the Participant's Family by engaging in proactive crisis prevention
18 planning with the Family Team and continually review the Family Team's Safety
19 Plan through face-to-face contact, telephone contact, and/or other designated
20 communication system(s) with the Participant and/or the Participant's Family.

21 4.13 The Care Coordinator, Wraparound Supervisor, Parent Partner and
22 Youth Partner shall not make any promises to the Participant, the
23 Participant's Family or any member of the Participant's Family Team regarding
24 interventions or activities to be provided, financial aid that might be
25 available, legal/court issues to be resolved, and/or any Wraparound OC
26 programmatic results.

27 4.14 The Care Coordinator, Parent Partner and Youth Partner shall teach
28 the Family Team how to find and access resources by directly assisting the

1 family in accessing resources by providing referrals, information and guides
2 such as telephone numbers, addresses and community resource guides for
3 services and/or supplies, based on the Participant/Participant's Family's
4 needs as described in the POC. The Care Coordinator, Parent Partner and
5 Youth Partner shall follow up with the Participant/Participant's Family to
6 ensure they accessed said resources and services within the applicable POC
7 timeframe.

8 4.15 The Care Coordinator shall be responsible for submitting services
9 requests and service extension requests to the PNP Coordinator for services
10 the Family Team determines to be appropriate for the Participant and the
11 Participant's Family, based on the POC and the Safety Plan.

12 4.16 At the end of every FTM, the Care Coordinator shall restate and
13 confirm all assignments Team Members have agreed to complete and shall
14 distribute written instructions including timeline, deadlines and expectations
15 for tasks to be completed by the next FTM.

16 4.17 At the beginning of each FTM, the Care Coordinator shall:

17 4.17.1 Prepare a collaborative meeting agenda and ensure each
18 Family Team member clearly prints his/her first and last name on, and signs
19 the signature sheet;

20 4.17.2 Facilitate the FTM and encourage participant
21 accountability by requesting that all Team Members update the Team with
22 respect to their progress and/or the results of the assignments they received
23 at previous meetings;

24 4.17.3 Review the Team's accomplishments toward meeting the
25 Participant/Participant's Family's needs as identified in the POC and by the
26 Referring Party and reassign incomplete tasks, as necessary;

27 4.17.4 Post the Family Team's Strengths list and the Family's
28 Needs list at each FTM. The Care Coordinator and Parent Partner shall use the

1 Strengths list as the framework for Family Team discussions to successfully
2 address challenges and to achieve goals;

3 4.17.5 Guide the Family Team in modifying and/or updating the POC
4 and Safety Plan to reflect a logical progression in achieving the Family
5 Team's vision;

6 4.17.6 Ensure that the POC sets benchmarks for transitioning each
7 Participant and Participant Family to less restrictive, less intrusive, less-
8 formal support and services, taking into consideration the ability of families
9 to move through the Wraparound process at their own pace; and

10 4.17.7 Ensure that the Family Teams of Participants who are more
11 likely to require services as adults include adult services and support
12 representatives on the Family Team.

13 4.18 The Care Coordinator shall maintain a Mental Health case file and
14 a Wraparound OC case file for each Participant, as appropriate.

15 5. TRAINING

16 ADMINISTRATOR will provide initial and ongoing training for Contractor,
17 Care Coordinators, Wraparound Supervisors, Parent Partners, and Youth Partners
18 in the delivery of Wraparound OC. ADMINISTRATOR's designee and/or CDSS may
19 provide additional training. At ADMINISTRATOR's discretion, training may be
20 extended to other Contractor Wraparound OC staff. CONTRACTOR shall ensure
21 that CONTRACTOR's Wraparound OC staff members attend regularly scheduled
22 meetings with County and other Wraparound OC Contractor staff and receive the
23 required education, training and support as deemed necessary by ADMINISTRATOR,
24 including, but not limited to the following:

25 5.1 Wraparound OC Overview Training:

26 5.1.1 ADMINISTRATOR's Wraparound OC Overview training session
27 provides a general overview of the Wraparound OC model and principles,
28 implementation history, target populations and the ADMINISTRATOR/CONTRACTOR

1 collaborative efforts.

2 5.1.2 CONTRACTOR shall ensure that each Wraparound Director,
3 Wraparound Supervisor, Care Coordinator, Parent Partner, Youth Partner and
4 Quality Assurance Coordinator completes this mandatory training within thirty
5 (30) days of hire date, or as soon as possible, thereafter depending on
6 scheduled training by ADMINISTRATOR.

7 5.2 Wraparound OC Core Four (4) Day Training:

8 5.2.1 ADMINISTRATORS's mandatory four (4) day Wraparound OC Core
9 training includes but is not limited to the following: "Introduction and
10 Engagement, Skills Building," a comprehensive overview of OC Wraparound, the
11 ten (10) principles and four (4) phases of Wraparound and overall Wraparound
12 Team expectations and structure.

13 5.2.2 CONTRACTOR staff must attend ADMINISTRATOR's mandatory
14 four (4)-day Wraparound OC Core Training at initial hiring and when changing
15 assignments within Wraparound (i.e. moving from a Youth partner to a Care
16 Coordinator or Care Coordinator to a Supervisor). CONTRACTOR shall ensure that
17 each Wraparound Director, Supervisor, Care Coordinator, Parent Partner, Youth
18 Partner, and Quality Assurance Coordinator completes this training within
19 thirty (30) days of hire date or new assignment starting date, or as soon as
20 possible thereafter depending on scheduled training by Administrator.

21 5.2.3 ADMINISTRATOR intends to conduct this training at least
22 two (2) times per calendar year. At ADMINISTRATOR's discretion, CONTRACTOR
23 shall provide staff to assist in conducting said training.

24 5.3 TFCO-OC Training:

25 5.3.1 CONTRACTOR shall ensure that each Wraparound Supervisor,
26 Care Coordinator, Parent Partner and TFCO-OC Youth Partner assigned to TFCO-OC
27 Participants completes TFCO-OC training as soon as possible after date of
28 hire, or as soon as possible thereafter depending on scheduled training by

1 ADMINISTRATOR.

2 5.4 Facilitation Training:

3 5.4.1 This is a mandatory one (1) day training designed to
4 follow Wraparound OC Core Four (4)-Day Training. Facilitation Training is
5 designed to build Wrap Team facilitation skills, enhance community-based
6 service coordination and model Wraparound Team principles, including the
7 Wraparound strength-based, family-centered, team driven approach.

8 5.4.2 CONTRACTOR shall ensure that each Wraparound Director,
9 Supervisor and Care Coordinator complete this training as soon as possible
10 after date of hire, depending on scheduling of training by ADMINISTRATOR
11 and/or as ADMINISTRATOR deems appropriate.

12 5.5 Multi-Agency Intervention Data System (MIDS) Training:

13 5.5.1 This is a mandatory training designed to follow Wraparound
14 OC Core Four (4)-Day Training to train CONTRACTOR Wraparound staff members,
15 including the Wraparound Director, Supervisor, Care Coordinator, Parent
16 Partner and Youth Partner how to use the MIDS data base.

17 5.5.2 CONTRACTOR shall train Wraparound OC staff in the usage of
18 MIDS as instructed by ADMINISTRATOR.

19 5.5.3 CONTRACTOR shall ensure that each Wraparound Director,
20 Supervisor, Care Coordinator, Parent Partner and Youth Partner completes
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 5.5.4 MIDS Training may be modified and/or expanded as the new
24 MIDS data base is completed and additional training is required.

25 5.6 Wraparound Orange County Institute:

26 5.6.1 Monthly Mandatory training designed to provide a forum for
27 training all WRIT and Wraparound CONTRACTOR providers on a wide range of
28 Wraparound related topics. The purpose of the training is to increase

1 CONTRACTOR's staff member's knowledge and skills related to Wraparound
2 delivery and resource linkage, enhance collaboration among providers and
3 community partners, and strengthen positive outcomes for youths, young adults
4 and families participating in the Wraparound process.

5 5.6.2 CONTRACTOR shall ensure that each Wraparound Director,
6 Supervisor, Care Coordinator, Parent Partner and Youth Partner completes
7 monthly mandatory training as scheduled by the ADMINISTRATOR.

8 5.7 Wraparound OC Professional Growth Trainings:

9 5.7.1 Mandatory trainings designed to provide opportunities for
10 Wraparound staff to be exposed to assignment or position specific training and
11 to encourage collaboration and support among Wraparound Care Coordinating
12 Agencies. The goal of the training is to increase skills and knowledge while
13 concurrently enhancing Wraparound practice and services to Wraparound
14 families. Professional Growth Trainings provide staff with opportunities to
15 share Team member's individual strengths, skills, experiences and
16 contributions, which are valuable experiences and vital to the team model and
17 continued success of Wraparound.

18 5.7.2 CONTRACTOR shall ensure that each Wraparound Director,
19 Supervisor, Care Coordinator, Parent Partner and Youth Partner completes bi-
20 monthly mandatory training or as scheduled by the ADMINISTRATOR.

21 5.8 New Parent Partner Training:

22 5.8.1 This training is designed to provide specific training on
23 the roles and expectations for Parent Partners.

24 5.8.2 CONTRACTOR shall ensure that each Parent Partner completes
25 the mandatory training as soon as possible after date of hire depending on
26 scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR deems
27 appropriate.

28 5.8.3 CONTRACTOR shall ensure that each Director and Supervisor

1 attend the New Parent Partner Training at least one (1) time.

2 5.9 New Youth Partner Training:

3 5.9.1 This training is designed to provide specific training on
4 the roles and expectations for Youth Partners.

5 5.9.2 CONTRACTOR shall ensure that each Youth Partner completes
6 the mandatory training following the Wraparound OC Core series depending on
7 scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR deems
8 appropriate.

9 5.9.3 CONTRACTOR shall ensure that each Director and Supervisor
10 attend the New Youth Partner Training at least one (1) time.

11 5.10 Medi-Cal Training:

12 5.10.1 Two (2)-day training to follow Wraparound OC Core Four
13 (4)-Day Core series. This training is designed to provide an overview of
14 Medi-Cal eligibility and reimbursement guidelines, Health Insurance
15 Portability and Accountability Act of 1996 (HIPAA) requirements/Office of
16 Compliance, collaboration with treating therapists, assessments/CSP/medical
17 necessity determinations, documentation/signatures/authorizations, data entry
18 and access to Integrated Records Information System (IRIS), case management
19 and rehab activities, how to write Medi-Cal notes, chart review and audits,
20 etc.

21 5.10.2 CONTRACTOR shall ensure that appropriate Wraparound OC
22 staff completes the mandatory training following the Wraparound OC Core series
23 depending on scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR
24 deems appropriate.

25 5.11 CONTRACTOR Training:

26 5.11.1 CONTRACTOR shall provide ongoing training for Care
27 Coordinators, Wraparound Supervisors, Parent Partners, TFCO-OC Youth Partners
28 and Youth Partners. Training may be delivered through individual or group

1 supervision. Training shall include but is not limited to, developing and
2 enhancing the skill levels of Wraparound Supervisors, Care Coordinators,
3 Parent Partners, TFCO-OC Youth Partners and Youth Partners to help them more
4 effectively:

5 5.11.1.1 Identify, address and resolve conflict during
6 the facilitation of FTMs and thereafter, as may be necessary to develop and
7 accomplish the family mission;

8 5.11.1.2 Guide the development of individualized,
9 culturally relevant, effective POCs and the timely progression of the Family
10 Team through each of the Wraparound phases;

11 5.11.1.3 Recognize safety and procedural concerns, and
12 anticipate and prevent crises;

13 5.11.1.4 Establish and maintain professional boundaries
14 and identify and effectively resolve instances of poor judgment regarding
15 inappropriate boundaries;

16 5.11.1.5 Be proactive in identifying barriers to progress
17 and seek Supervisor assistance and WRIT Technical assistance as may be needed;

18 5.11.1.6 Input data into the Multi-Agency Intervention
19 Data System (MIDS) accurately and on time (within the required timeframes);
20 and

21 5.11.1.7 Participate in the Wraparound Fidelity Index
22 (WFI) interviewing process as needed.

23 5.12 CONTRACTOR shall have a training and staff development plan that
24 includes topics in accordance with SB 163. Said plan shall adhere to and may
25 supplement COUNTY's Wraparound Training Plan.

26 5.13 CONTRACTOR shall provide in-house, new employee orientation
27 training for Wraparound OC staff and provide description and list of completed
28 trainings for each new Wraparound OC staff.

1 5.14 CONTRACTOR shall provide supervision that emphasizes the values
2 and principles of Wraparound and the implications of the values for practice,
3 programs and systems.

4 5.15 CONTRACTOR staff shall be mentored and coached on an ongoing basis
5 by experienced peers to ensure high quality implementation of the values and
6 processes of Wraparound OC.

7 5.16 CONTRACTOR's Wraparound operational plan shall include a parent
8 support program focusing on, but not limited to helping each parent/caregiver
9 to:

10 5.16.1 Understand the Participant's unique needs;

11 5.16.2 Become an informed advocate for the Participant;

12 5.16.3 Negotiate formal systems such as Juvenile Court, schools
13 and other agencies;

14 5.16.4 Participate on cross-disciplinary teams such as the Family
15 Team and/or an Individualized Education Planning (IEP) Group;

16 5.16.5 Assume leadership positions in parent groups and related
17 forums; and

18 5.16.6 Strengthen his/her parenting skills.

19 5.17 CONTRACTOR shall provide Participants' families with training and
20 information that will support them in their roles as active, informed
21 decision-makers for and with the Participant.

22 5.18 CONTRACTOR shall, at COUNTY's direction, utilize Participants and
23 their Family Team members to help design and deliver education, training and
24 staff development designed to enhance the effectiveness of parent/family-
25 professional partnerships, family-centered services, cultural sensitivity, and
26 family advocacy and support efforts.

27 5.19 CONTRACTOR shall create opportunities for Wraparound OC
28 Participants, Participants' Families, and Family Team members to participate

1 in cross-disciplinary training.

2 5.20 CONTRACTOR shall develop clear priorities for the implementation
3 of coordinated, collaborative training opportunities within the broader system
4 of care to ensure alignment on service direction, implementation, and training
5 content.

6 5.21 CONTRACTOR shall be required to participate in the development of
7 training materials and the provision of training as part of the Wraparound OC
8 Training Committee. CONTRACTOR may also be required to participate in the
9 development of other training materials and the provision of additional
10 training for Wraparound OC CONTRACTOR staff and COUNTY staff, as may be
11 required by the COUNTY.

12 5.22 CONTRACTOR shall ensure that each Wraparound Director, Supervisor,
13 Care Coordinator, Parent Partner and Youth Partner attends service
14 coordination meetings provided by the designated Wraparound OC Support
15 Services provider(s).

16 5.23 CONTRACTOR Wraparound OC shall attend the following regularly
17 scheduled meetings with COUNTY and other Wraparound OC Provider Agency staff:

18 5.23.1 Training Committee Meetings, which are routinely scheduled
19 monthly for one and one-half (1½) hours to review upcoming training(s);

20 5.23.2 Wraparound OC Provider Agencies Meetings, which are
21 routinely scheduled the second (2nd) Monday of each month, as determined by
22 ADMINISTRATOR;

23 5.23.3 WRIT meetings, which are scheduled weekly, currently every
24 Wednesday, or as may be determined by ADMINISTRATOR, to review and discuss
25 POCs and case assignments;

26 5.23.4 Quality Assurance (QA) quarterly and/or monthly meetings;
27 and

28 5.23.5 Technical Assistance Meetings which are available as

1 requested to meet the Provider Agency needs for technical assistance.

2 5.23.6 Meet monthly with SSA Wraparound Oversight Group (WOG)
3 and/or WRIT to discuss trends, and to address and resolve any Wraparound OC
4 Support Service issues.

5 5.24 Conflict Resolution:

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

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

14 Step 2: If the difference of opinion remains after discussion
15 between the supervisors or a supervisor is not available, a Technical
16 Assistance Meeting shall be scheduled as soon as possible.

17 6. FACILITIES

18 6.1 Administrative services under this Agreement shall be provided at:

19 New Alternatives, Inc.
20 1202 W. Civic Center Drive, Suite 205
21 Santa Ana, CA 92703

22 6.2 Wraparound OC services shall be provided in facilities and
23 locations throughout Orange County, and contiguous counties, including, but
24 not limited to, the Participant's residence.

25 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
26 facility(ies) and location(s) where services shall be provided without
27 changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this
28 Agreement.

1 7. HOURS OF OPERATION

2 7.1 CONTRACTOR shall provide services during hours that are responsive
3 to the needs of the target population as determined by ADMINISTRATOR. At a
4 minimum, CONTRACTOR shall provide services between the hours of 8:00 a.m. to
5 9:00 p.m., Monday through Friday and on Saturdays except COUNTY holidays as
6 established by the Orange County Board of Supervisors. However, CONTRACTOR is
7 encouraged to provide the contracted services on holidays, whenever possible.
8 At least forty percent (40%) of direct services shall be provided from 5:00
9 p.m. through 9:00 p.m., Monday through Friday.

10 7.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
11 schedule which is as follows: New Year's Day, Martin Luther King Day,
12 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
13 Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after
14 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written
15 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
16 schedule. Any unauthorized closure shall be deemed in material breach of this
17 Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

18 7.3 CONTRACTOR shall arrange for twenty-four (24) hour, seven (7) days
19 a week, on-call availability for Wraparound OC Participants and their families
20 to address crisis/emergency needs.

21 7.4 CONTRACTOR staff shall meet the availability requirements
22 addressed in Subparagraphs 18.2.17, 18.3.14 and 18.4.4 of this Exhibit A.

23 8. GOALS, STRATEGIES AND OUTCOME OBJECTIVES

24 Wraparound OC provides supportive services to allow Participant to live
25 safely in a family setting or family-like settings, as an alternative to
26 placement in group home care.

27 8.1 CONTRACTOR shall provide individualized services and supports that
28 are family-centered, strength based and needs-driven for Participants and

1 their families.

2 8.2 CONTRACTOR shall ensure access and voice for Participant and
3 parents/caretakers in the design, delivery and evaluation of services.

4 8.3 CONTRACTOR shall provide culturally relevant and competent
5 services, individualized to each family's culture, values, norms, strengths
6 and preferences that build on the use of naturally occurring community and
7 family supports and resources.

8 8.4 CONTRACTOR shall establish measurable accountability and outcomes
9 driven individualized service plans.

10 9. QUALITY ASSURANCE/QUALITY CONTROL

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

17 9.1 Participate in Quality Assurance/Quality Improvement
18 studies/activities as required by WOG or WRIT.

19 9.2 Utilize a method for ensuring the services, deliverables, and
20 requirements defined in the contract are being provided at or above the level
21 of Wraparound OC quality standards;

22 9.3 Utilize a method for assuring that all staff rendering services
23 under this Agreement have the necessary qualifications.

24 9.4 Participate with ADMINISTRATOR in the planning, design and
25 implementation of a Quality Assurance Program.

26 9.5 Meet monthly with ADMINISTRATOR to discuss trends and resolve
27 Wraparound OC practice and process to issues identified through the Quality
28 Assurance Program.

1 9.6 Utilize a method of identifying and preventing deficiencies in the
2 quality of services as defined by ADMINISTRATOR's policy.

3 9.7 Utilize a method for providing ADMINISTRATOR with a copy of
4 CONTRACTOR case reviews, a clear description of, and corrective action taken,
5 to resolve identified problems.

6 10. FLEX FUNDS

7 10.1 Flex Funds are accessible for needed supports and services of
8 Wraparound OC. CONTRACTOR shall use Flex Funds creatively and effectively in
9 the development of services and supports for the Participants and the
10 Participants' Families, to build on Families' strengths, add value to the
11 stated missions for the Families, help meet identified needs of the
12 Participants and Participants' Families, and be relevant to each family's
13 sense of their own identity; which includes but is not limited to ethnicity,
14 age, nationality, spirituality and traditions, among others.

15 10.2 CONTRACTOR's use of Flex Funds shall be purposeful and tied to
16 goals stated in the POC. Flex Funds may be used for emergencies and/or
17 crisis/safety stabilization, implementation strategies and interventions,
18 recognition activities related to milestone achievements and celebrations
19 supporting transition.

20 10.3 All Flex Fund expenditures submitted for reimbursement are subject
21 to approval by ADMINISTRATOR.

22 10.4 ADMINISTRATOR, in its sole discretion, may modify the dollar
23 amount and/or time frame thresholds and/or require prior written authorization
24 for any Flex Fund expenditure.

25 11. FISCAL STRATEGIES

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

28 11.1 CONTRACTOR shall be required to reserve ten percent (10%) of the

1 contract maximum obligation of this Agreement to be used specifically for Flex
2 Fund purposes.

3 11.2 CONTRACTOR shall develop a plan to ensure staff has timely access
4 to Flex Funds in order to promptly address the Participant's and/or
5 Participants' Families' needs. This plan shall be used to project and
6 strategize services to ensure expenses shall be related to interventions to
7 implement the POC or Safety Plan. This plan will be evaluated regularly by
8 ADMINISTRATOR and CONTRACTOR shall be required to make changes accordingly as
9 determined by ADMINISTRATOR.

10 11.3 CONTRACTOR shall have a mechanism or work flow process in place
11 whereby an emergency Flex Fund request is completed within two (2) business
12 days of the request.

13 11.4 Expenses shall be related to interventions, utilized for
14 implementing the POC or Safety Plan.

15 11.5 CONTRACTOR shall put in place procedures for documenting and
16 accounting for the use of all Flex Funds, which shall include retention of
17 comprehensive source documentation in accordance with Paragraph 25 of this
18 Agreement.

19 11.6 CONTRACTOR shall be required to complete and submit the Wraparound
20 Expenditure Form for all purchases made utilizing Flex Funds. The form must be
21 accompanied by valid, legible source documents (i.e., itemized receipts,
22 canceled checks, purchase requests, etc.) for each purchase and shall be
23 signed and dated by the staff person who made the purchase and his/her
24 supervisor.

25 11.7 CONTRACTOR shall maintain detailed records (including itemized
26 store receipts) of items purchased using gift cards. Usage of gift cards
27 shall be subject to ADMINISTRATOR review and prior, written authorization.

28 11.8 CONTRACTOR shall ensure required flex fund expense information is

1 entered into MIDS, correctly and timely.

2 11.9 CONTRACTOR shall reimburse providers of direct services to
3 Participants for payment of direct, basic needs expenditures authorized
4 through a Participant's POC.

5 11.10 CONTRACTOR shall not directly reimburse Participant and/or
6 Participant's Family member(s) for payment of any expenditure.

7 11.11 CONTRACTOR shall obtain prior written authorization from
8 ADMINISTRATOR for individual purchases made on behalf of a Participant and/or
9 Participant's Family in an amount over five hundred dollars (\$500) and/or if
10 expected to continue for three (3) months or more, except as otherwise
11 previously approved and specifically documented in the Family Budget or the
12 Family Emergency Budget.

13 11.11.1 ADMINISTRATOR, in its sole discretion, may modify the
14 dollar amount and/or time frame thresholds and/or require prior written
15 authorization for any Flex Fund expenditure.

16 11.11.2 CONTRACTOR shall, within three (3) business days, upon
17 written request from ADMINISTRATOR, provide ADMINISTRATOR with documentation
18 supporting any and all expenses utilizing Flex Funds.

19 11.11.3 Although by nature Wraparound necessitates flexibility in
20 the use of funds to create individualized services and supports for
21 Participants and Participants' Families, CONTRACTOR shall monitor all funding
22 and justify all expenses as reasonable and prudent, and in compliance with
23 Wraparound OC standards.

24 11.12 Flex Funds shall not be used to purchase nor shall ADMINISTRATOR
25 reimburse CONTRACTOR for the purchase of the following:

26 11.12.1 The purchase or improvement of land, construction or
27 permanent improvement of any building or facility;

28 11.12.2 Alcoholic beverages or tobacco products;

- 1 11.12.3 Lottery tickets;
- 2 11.12.4 Credit card or revolving credit account bills;
- 3 11.12.5 Tips in excess of twenty percent (20%) of a meal bill;
- 4 11.12.6 Legal fees, penalties, damages or fines, including but not
5 limited to bounced check fees, attorney fees, restitution penalties, damages
6 due to landlords, etc.;
- 7 11.12.7 Federal, State, local, property, or business tax
8 assessments;
- 9 11.12.8 Long-term membership contracts or fees (e.g., multi-year
10 gym memberships, annual contract for karate lessons, etc.);
- 11 11.12.9 Inappropriate incentive items including violent or
12 sexually explicit videos, movies, magazines, books, etc.; or
- 13 11.12.10 Controversial therapy methods such as Holding therapy,
14 Rebirthing therapy, or psychophysiological testing (i.e., lie detector tests)
15 and/or controversial treatment programs such as "boot camp" programs utilizing
16 isolation, deprivation, humiliation or shaming interventions and tactics.
- 17 11.13 The aforementioned unauthorized Flex Fund purchase list may be
18 modified by ADMINISTRATOR at its sole discretion.
- 19 11.14 Family Budget:
- 20 11.14.1 CONTRACTOR shall establish procedures that will include a
21 planning document, in which the Wraparound Supervisor, in conjunction with the
22 assigned Care Coordinator and/or the Parent Partner, will develop a strategy
23 and projected budget for expenditures and interventions related to
24 implementation of the POC for the Participant and the Participant's Family
25 based on anticipated needs and safety concerns during the initial three (3)
26 months of Wraparound OC. These needs may include, but are not limited to:
- 27 11.14.1.1 Participant's involvement in informal and/or
28 formal services such as tutoring and/or emotional/behavioral assistance

- 1 programs;
- 2 11.14.1.2 Tutoring and/or emotional/behavioral assistance
- 3 programs;
- 4 11.14.1.3 Child care and/or respite care;
- 5 11.14.1.4 Suitable clothing, shoes and/or other basic
- 6 needs;
- 7 11.14.1.5 Cost of utilities, e.g., electricity, gas,
- 8 sewage or water;
- 9 11.14.1.6 Documented rental assistance, deposits, and/or a
- 10 single month's rent to avoid eviction, rent and/or deposits for NMDs preparing
- 11 to live independently;
- 12 11.14.1.7 Durable goods such as furniture and appliances;
- 13 11.14.1.8 Emergency medical/dental and/or medication
- 14 expenses;
- 15 11.14.1.9 Transportation costs necessary to transport
- 16 Participants to and from medical/counseling appointments, school, work, etc.,
- 17 including costs for car repairs, as may be needed;
- 18 11.14.1.10 Expenses for family recreational activities
- 19 (e.g., movies, zoo) which will include a brief statement outlining the
- 20 therapeutic value of the activities;
- 21 11.14.1.11 Expenses necessary to assist in normalizing the
- 22 Participant's life (e.g., music, dance, and/or swimming lessons, equipment or
- 23 fees to participate in a sport, camp, scouting or other appropriate youth
- 24 programs, uniforms for employment, etc.); and
- 25 11.14.1.12 Other needs designed to promote the
- 26 Participant's success, safety, and/or permanency in the home, school and
- 27 community.
- 28 11.14.2 CONTRACTOR shall not confuse the Family Budget with the

1 family's separate personal financial budget which shall continue to be managed
2 by the Participant's parent(s)/caregiver(s).

3 11.14.3 CONTRACTOR shall develop a Family Budget that is
4 specifically related to items in the Participant's POC and includes input from
5 the entire Family Team. CONTRACTOR shall complete and submit the Family
6 Budget to ADMINISTRATOR within one (1) week of completing the applicable POC.

7 11.14.4 CONTRACTOR shall be responsible for monitoring and
8 administration of the Wraparound Family Budget and for establishing procedures
9 for Contractor's staff to access Flex Funds.

10 11.14.5 CONTRACTOR shall be responsible for providing to
11 ADMINISTRATOR, as part of each POC, justification supporting the Wraparound
12 Family Budget as prudent and necessary to meet the needs of the Participant
13 and Participant's family and implementing the Wraparound OC process.
14 CONTRACTOR shall submit a copy of the Wraparound Family Budget with each POC.

15 11.14.6 CONTRACTOR shall develop and implement procedures for
16 documenting and accounting for the use of any and all Flex Funds related to
17 each Wraparound Family Budget.

18 11.15 Family Emergency:

19 11.15.1 During the delivery of Wraparound OC services, CONTRACTOR
20 may be called upon to utilize Flex Funds to address a Participant's Family
21 Emergency expenditure(s) which were not previously addressed in the Wraparound
22 Family Budget. These expenditures may include, but are not limited to:

23 11.15.1.1 Housing crisis;

24 11.15.1.2 Lack of food or groceries;

25 11.15.1.3 Immediate need for prescription medication(s)
26 and/or medical attention;

27 11.15.1.4 A Participant's Family's inability to meet their
28 obligation for the cost of utilities;

1 11.15.1.5 Inability of parent(s) and/or caregiver(s) to
2 maintain employment;

3 11.15.1.6 Transportation crisis; and

4 11.15.1.7 Other justified crises that jeopardizes the
5 permanency of the Participant and his/her Family.

6 11.15.2 CONTRACTOR shall be responsible for monitoring and
7 administration of the Family Emergency funds and for establishing procedures
8 for CONTRACTOR's staff to access said funds.

9 11.15.3 CONTRACTOR shall be responsible for updating the
10 Wraparound Family Budget to address Family Emergency expense(s) within
11 fourteen (14) calendar days of the occurrence of the emergency.

12 11.16 Cost of Doing Business Budget (CODB):

13 11.16.1 CODB accounts for the cost of expense incurred as a
14 routine part of providing Wraparound OC, and those that are common to all
15 CONTRACTORs, and not linked to an individual family need. These costs may
16 include, but are not limited to:

17 11.16.1.1 Participating in various activities necessary to
18 develop rapport between the Parent Partner and/or Youth Partner and the
19 Participant and the Participant's Family in the implementation of Wraparound
20 OC;

21 11.16.1.2 Celebrations honoring a Participant and/or
22 Participant's Family's success at achieving milestones and/or concluding
23 Wraparound OC; and

24 11.16.1.3 Providing incentives for Participant's and/or
25 their Families that support Wraparound OC practices and the development of the
26 Participant's permanency and/or Participant's Family's self-sufficiency.

27 11.16.2 CONTRACTOR shall be responsible for the monitoring and
28 administration of the CODB funds and for establishing procedures for

1 CONTRACTOR staff to access said funds.

2 11.16.3 CONTRACTOR shall develop and implement procedures for
3 documenting and accounting for the use of any and all CODB funds.

4 12. PERFORMANCE MEASURES

5 12.1 ADMINISTRATOR will evaluate CONTRACTOR based on the following
6 Performance Measures:

7 12.1.1 CONTRACTOR's ability to accurately develop Wraparound
8 Family Budgets that reflect the needs of the Participant and the Participant's
9 Family and keep expenditures within established budgets;

10 12.1.2 CONTRACTOR's ability to sensibly manage Flex Funds while
11 providing Participants and Participants' Families with services and supports
12 that enhance Wraparound OC;

13 12.1.3 The overall use of Flex Funds in providing Wraparound OC;

14 12.1.4 CONTRACTOR's ability to develop methods for Participant
15 Families to develop and maintain self-sufficiency and transition from formal
16 to informal services and support systems as the Wraparound OC process
17 progresses; and

18 12.1.5 The number of Participants that successfully conclude
19 Wraparound OC.

20 12.2 ADMINISTRATOR may add, delete or otherwise modify the Performance
21 Measures identified in Paragraph 12 of this Exhibit A, provided said
22 modifications are specific to addressing Flex Funds usage as it applies to
23 effectively transitioning Participants and Participants' Families from
24 dependency to self-sufficiency.

25 13. INVOICING

26 13.1 In accordance with Subparagraph 19.3 of this Agreement, CONTRACTOR
27 shall submit invoices and supporting documentation to ADMINISTRATOR no later
28 than the twentieth (20th) calendar day of the month following service delivery.

1 Supporting documentation to accompany invoices shall include, but is not
2 limited to:

3 13.1.1 A completed MIDS report listing Flex Fund expenditures for
4 each Participant served during the month;

5 13.1.2 The new or revised POC developed for each Participant
6 served during the month;

7 13.1.3 All applicable Flex Fund Requests and backup
8 documentation;

9 13.1.4 A detailed list of applicable SSA costs in a format
10 approved by ADMINISTRATOR; and

11 13.1.5 A copy of the HCA expenditure/revenue/staffing report for
12 the month services are provided.

13 13.2 It is mutually understood that ADMINISTRATOR may, at its sole
14 discretion, delay processing invoices for payment until all supporting
15 documentation referenced in Subparagraph 13.1 of this Exhibit A is submitted
16 to ADMINISTRATOR.

17 14. WRAPAROUND REPORTING REQUIREMENTS

18 In addition to reporting requirements referenced in Paragraph 37 of this
19 Agreement, CONTRACTOR shall establish procedures, as approved by
20 ADMINISTRATOR, to document fiscal and service delivery data regarding
21 Wraparound OC. CONTRACTOR shall submit to ADMINISTRATOR Wraparound OC data in
22 formats that shall include, but are not limited to, month and year-to-date
23 summaries as well as fiscal and service delivery data. As instructed by
24 ADMINISTRATOR, CONTRACTOR shall enter required data into the MIDS database.

25 14.1 Wraparound Phase and Progress Report:

26 CONTRACTOR shall enter and maintain and/or update MIDS database by
27 no later than the next business day of receiving information, including but
28 not limited to, changes in current data in order to generate accurate reports,

1 which include, but are not limited to, the following:

2 14.1.1 Participant's and/or Participant's Family's address and
3 phone number;

4 14.1.2 Participant's Legal Status (i.e., Ward or Dependent of the
5 Juvenile Court and/or engaged in Family Reunification [FR] Family Maintenance
6 [FM], Voluntary Family Services [VFS], Adoption Assistance Program [AAP],
7 etc.);

8 14.1.3 Referring party's SSW, DPO, or MH Case Manager;

9 14.1.4 The names of the Care Coordinator, Parent Partner and
10 Youth Partner, if applicable, assigned to each Participant's case;

11 14.1.5 The current Wraparound phase, as described in Subparagraph
12 2.6 of this Exhibit A, of the Participant's case;

13 14.1.6 The date(s) of the first face-to-face meeting(s) occurred
14 between the Participant and the Participant's Family and the Care Coordinator,
15 Parent Partner and Youth Partner;

16 14.1.7 The date(s) of the most recent face-to-face meeting(s)
17 between the Participant and the Participant's Family and the Care Coordinator,
18 Parent Partner and Youth Partner occurred during the month;

19 14.1.8 The frequency which face-to-face meetings between the
20 Participant and the Participant's Family and the Parent Partner, Care
21 Coordinator and Youth Partner occurred during the month;

22 14.1.9 The date and version number of the current POC or POC
23 Addendum;

24 14.1.10 A notation as to whether the Participant's case is
25 CalWORKs related;

26 14.1.11 The name of each Care Coordinator and the Wraparound
27 number and name of each Participant and the names of the Participant's Family
28 members who are part of the Wraparound Team;

1 14.1.12 The name of each Parent Partner and the Wraparound number
2 and name of each Participant and the names of the Participant's Family members
3 who are part of the Wraparound Team;

4 14.1.13 The name of each Parent Partner and the number of
5 Wraparound OC Slots assigned to each Parent Partner;

6 14.1.14 The name of each Care Coordinator and the number of
7 Wraparound OC Slots assigned to each Care Coordinator;

8 14.1.15 The name of each Youth Partner and the Wraparound number
9 and name of each Participants assigned to each specific Youth Partner;

10 14.1.16 The name of each TFCO-OC Youth Partner and the Wraparound
11 number and names of each Participant assigned to each specific TFCO-OC Youth
12 Partner;

13 14.1.17 The name of each Wraparound Supervisor and the number of
14 Parent Partners, Care Coordinators and Youth Partners supervised by each
15 specific Wraparound Supervisor;

16 14.1.18 A list of all Wraparound Supervisors, by name, who
17 supervised other programs within the CONTRACTOR's organization; the percentage
18 of time, based on 1.0 FTE, that said Wraparound Supervisor(s) supervised other
19 programs; and the date prior written approval was obtained by CONTRACTORS from
20 ADMINISTRATOR authorizing the supervision;

21 14.1.19 The number of cases in which contact between Care
22 Coordinator/Parent Partner/Youth Partner and Participant's Family was
23 initiated within three (3) business days of case assignment to Contractor;

24 14.1.20 The name of each TFCO-OC Youth Partner and the number and
25 names of each Participant assigned per TFCO-OC Youth Partner;

26 14.1.21 The name of each Youth Partner and the Wraparound number
27 and name of each Participant assigned to each Youth Partner;

28 14.1.22 The number of ETM and/or FTMs held during each month;

1 14.1.23 A description of CONTRACTOR progress in implementing each
2 Participant's specific Wraparound OC Phase, the successes and/or shortfalls in
3 implementation, and strategies for improvement;

4 14.1.24 A list of all informal supports and community resources
5 identified and made available to Participants and Participants' Families, the
6 successes and failures in obtaining and/or implementing resources, and
7 strategies for improvement; and

8 14.1.25 A list of all PNP services identified and made available
9 to Participants and Participants' Families, the successes and failures in
10 obtaining and/or implementing services, and strategies for improvement.

11 14.2 Child Out of Home Report (COR):

12 CONTRACTOR shall enter into MIDS on the day information is
13 received or no later than the next business day, information, which shall
14 include the date the Participant left the home and under what circumstances.
15 Upon the Participant's return, or upon the date information regarding the
16 Participant's whereabouts is received, or no later than the next business day,
17 CONTRACTOR shall immediately update COR information in MIDS. Information
18 shall include, but is not limited to:

19 14.2.1 Participant's name;

20 14.2.2 Participant's date of placement;

21 14.2.3 Participant's date of Legal Status Change (i.e., Ward or
22 Dependent of the Juvenile Court and/or engaged in Family Reunification [FR],
23 Family Maintenance [FM], Voluntary Family Services [VFS], Adoption Assistance
24 Program [AAP], etc.);

25 14.2.4 Name and location of placement facility; and

26 14.2.5 Date the Participant was removed from and/or returned to
27 the placement, as applicable.

28 ///

1 14.3 Wraparound OC Flex Fund Report:

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

5 14.3.1 Payments made utilizing Flex Funds for commodities and/or
6 services identified in each POC;

7 14.3.2 The relevance of the purchase(s) to the POC;

8 14.3.3 How the commodity or commodities and/or services made the
9 anticipated impact on Participant and/or Participant's family within the POC
10 time frame; and

11 14.3.4 The type(s) of expense(s) and funding source.

12 14.4 Wraparound OC Outcome Measures Report:

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

24 14.5 Wraparound OC SSA and HCA Programmatic Report:

25 CONTRACTOR shall develop and submit to ADMINISTRATOR, programmatic
26 reports which shall include a description of CONTRACTOR's progress in
27 implementing the provisions of this Agreement, any pertinent facts or interim
28 findings, staff changes, and reasons for any such changes. CONTRACTOR shall

1 state whether it is or is not progressing satisfactorily in achieving all of
2 the terms of this Agreement and if not, shall specify what steps will be taken
3 to achieve satisfactory progress.

4 14.6 Miscellaneous Wraparound OC Reports:

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

11 14.7 ADMINISTRATOR and CONTRACTOR may mutually agree in writing to
12 modify the frequency that the reports are submitted to ADMINISTRATOR.

13 14.8 Special Incident Report:

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

21 14.8.1 Use the Special Incident Report form provided by
22 ADMINISTRATOR and follow all applicable instructions;

23 14.8.2 Immediately notify ADMINISTRATOR, or designee, by
24 telephone in the event of a death or serious injury, in the event there may be
25 media coverage, and/or if the Special Incident Report will be delayed beyond
26 the required twenty-four (24)-hour notification requirement;

27 14.8.3 Submit Special Incident Report to ADMINISTRATOR, or
28 designee, within twenty-four (24) hours of the special incident;

1 14.8.4 Immediately report any and all threats of violence by
2 Participant and/or Participant's Family member(s) to the ADMINISTRATOR,
3 assigned Probation Officer and/or SSA SSW and/or the referring HCA clinician;
4 and

5 14.8.5 Report all details of the incident clearly and completely,
6 including any action(s) taken.

7 15. COMPLIANCE AUDIT

8 15.1 CONTRACTOR shall make available, within ten (10) days from the
9 date of request by ADMINISTRATOR, a selection of CONTRACTOR's case records for
10 those Participants referred by ADMINISTRATOR. The review shall include, but
11 will not be limited to, an evaluation of the necessity and appropriateness of
12 services provided, length of services, timeliness of required reports and
13 completeness of Participant records. Cases to be reviewed shall be selected
14 by ADMINISTRATOR.

15 15.2 In addition to audit requirements outlined in Paragraph 25 of the
16 Agreement, CONTRACTOR shall be required to allow SSA CFS Program Liaisons and
17 SSA Contract Administrators access to Participant files for Wraparound OC
18 Direct Service Providers Compliance Audits to review and evaluate CONTRACTOR's
19 documents, records and performance. COUNTY shall determine frequency of
20 audits. CONTRACTOR will receive advance notice regarding the date(s) the
21 Compliance Audit will take place, and will receive both verbal and written
22 feedback.

23 16. BUDGET

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

26 Budget for the Period of July 1, 2016 through June 30, 2017

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28 ///

1	<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Hourly Range</u> <u>Min to Max</u>	<u>Maximum</u> <u>Hourly Rate⁽²⁾</u>	<u>Annual</u> <u>Budget</u>
2	<u>DIRECT SERVICE POSITIONS</u>				
3	Program Director	1.0	35.00-40.00	40.00	83,000
4	Wraparound Supervisor	2.0	23.25-28.00	28.00	107,664
5	Wraparound Supervisor (bi-lingual)	1.0	23.25-28.00	28.00	53,832
6	Care Coordinator	2.0	17.00-23.00	23.00	84,864
7	Care Coordinator (bi-lingual)	7.0	17.00-23.00	23.00	297,024
8	Parent Partner	4.0	14.00-17.50	17.50	137,528
9	Parent Partner (bi-lingual)	5.0	14.00-17.50	17.50	171,910
10	Youth Partner	2.0	14.00-17.50	17.50	68,764
11	Youth Partner (bi-lingual)	5.0	14.00-17.50	17.50	171,910
12	TFCO-OC Youth Partner	1.0	14.00-17.50	17.50	34,382
13	TFCO-OC Youth Partner (bi-lingual)	1.0	14.00-17.50	17.50	34,382
14	Quality Assurance	.50	14.00-19.65	19.65	<u>20,436</u>
15	SUBTOTAL DIRECT SERVICE SALARIES:				\$1,265,696
16	DIRECT SERVICE BENEFITS ⁽³⁾ (26.00% TOTAL)				<u>329,081</u>
17	SUBTOTAL DIRECT SALARIES AND BENEFITS:				\$1,594,777
18	<u>ADMINISTRATIVE POSITIONS</u>				
19	Data Entry Clerk	1.63	14.00-24.00	24.00	49,920
20	Bookkeeper	1.15	20.50-32.50	32.50	<u>37,769</u>
21	SUBTOTAL ADMINISTRATIVE SALARIES				\$87,689
22	ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (26.00%) TOTAL)				<u>22,799</u>
23	SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS				\$110,488
24	TOTAL ALL SALARIES AND BENEFITS				\$1,705,265
25	<u>SERVICES AND SUPPLIES</u>				
26	Office Expense				14,000
27	Program Expense				2,500
28	Telephone				27,899
29	Mileage ⁽⁴⁾				59,000
30	Advertising				300
31	Minor Equipment				3,000
32	Training				2,015
33	Independent Audit				3,000
34	Interpreter Services				<u>1,500</u>
35	SUBTOTAL SUPPLIES				\$113,214

OPERATING EXPENSES

1	Facility Lease/Rental	39,000
2	Maintenance	2,621
3	Utilities	12,400
4	Insurance	<u>17,500</u>
5	SUBTOTAL OPERATING EXPENSES	\$71,521
6	SUBTOTAL SALARIES, BENEFITS,	
7	SERVICES, SUPPLIES AND OPERATING	\$1,890,000
8	EXPENSES	
9	WRAPAROUND FLEX FUNDS ⁽⁵⁾	<u>\$210,000</u>
10	TOTAL MAXIMUM COUNTY OBLIGATION (7/1/16 - 6/30/17)	\$2,100,000

(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.

17. STAFFING

17.1 CONTRACTOR shall provide the following described staff positions

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

8 17.2 CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24)
9 standard business hours when a Care Coordinator, Wraparound Supervisor, Parent
10 Partner or Youth Partner is hired, providing the name and date hired for each
11 employee, as well as qualifications and copy(ies) of diploma(s).

12 17.3 CONTRACTOR shall, for each employee, maintain an employee file
13 that contains the Care Coordinator's, Wraparound Supervisor's, Parent
14 Partner's, or Youth Partner's resume and proof of qualifications. Upon
15 reasonable notice, CONTRACTOR shall provide ADMINISTRATOR access to employee
16 files to audit for compliance with this requirement.

17 17.4 CONTRACTOR shall comply with all CDSS Community Care Licensing
18 Division regulations for Group Home Service Providers regarding background
19 checks on all potential employees.

20 18. MINIMUM STAFFING EDUCATION, EXPERIENCE AND DUTIES REQUIREMENTS

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

26 18.1 Program Director:

27 Duties:

28 18.1.1 Provide oversight and supervision for the Wraparound

1 Program, including individual supervision of Wraparound Supervisors one (1)
2 time each week and group supervision one (1) time each week.

3 18.1.2 Ensure agency is compliant with staffing requirements,
4 staff coverage is maintained including all on-call assignments.

5 18.1.3 Maintain cooperative and effective working relationships
6 with her/his Wraparound staff in order to provide maximum support to
7 Participants and Participant's Families.

8 18.1.4 Provide clarification, direction, support and emergency
9 crisis management to direct service staff, twenty-four (24) hours a day, seven
10 (7) days a week, including holidays, utilizing an on-call system after normal
11 business hours.

12 18.1.5 Participate in mandatory training and ensure her/his
13 Wraparound staff participate in mandatory trainings as determined by COUNTY.

14 18.1.6 Provide a periodic, as determined by ADMINISTRATOR, review
15 of the POC using the audit tool provided by ADMINISTRATOR.

16 18.1.7 Attend quarterly QA meetings with COUNTY's Wraparound OC
17 Program Administrator.

18 18.1.8 Attend monthly WRIT and POC presentations.

19 18.1.9 Review Individual Service Reports (ISR) for accuracy.

20 18.1.10 Review Wraparound OC Expenditure forms and invoices for
21 accuracy and submit to ADMINISTRATOR by the contractual deadline.

22 18.1.11 Monitor and review Medi-Cal billing and IRIS input to
23 ensure agreement between units of service reported to HCA and ADMINISTRATOR.

24 18.1.12 Monitor and review HCA monthly expenditure/revenue report
25 to ensure agreement between units of service and cost of services reported to
26 HCA and ADMINISTRATOR.

27 18.1.13 Review and verify Flex Fund usage procedures are in
28 compliance with Contractor's established fiscal strategies, and approve Flex

1 Fund expenditures in excess of five hundred dollars (\$500) per expense.

2 18.1.14 Be responsible for timely and accurate collection and
3 submission of monthly reports and outcome evaluation data, as requested by
4 ADMINISTRATOR.

5 18.1.15 Monitor and maintain ongoing and/or annual required
6 background checks and clearances of all agency Wraparound OC staff.

7 18.1.16 Ensure boundaries are established and maintained between
8 staff and Participants and/or Participants' Families.

9 18.1.17 Adhere to the COUNTY Code of Conduct provided during the
10 Wraparound OC Core Four Day Training, described in Paragraph 5.2.

11 Minimum Qualifications:

12 18.1.18 Master's degree in psychology, sociology, social work, or
13 a related field from an accredited college or university.

14 18.1.19 Licensed or license eligible Marriage and Family Therapist
15 (MFT) or Licensed Clinical Social Worker (LCSW).

16 18.1.20 Three (3) years related counseling experience in addition
17 to supervisory and administrative experience.

18 18.1.21 Knowledge of theory and techniques of individual, family,
19 and group dynamics, as well as substance abuse issues.

20 18.1.22 One (1) year of experience working with target population
21 as defined in Paragraph 1 of this Exhibit A.

22 18.1.23 Possess a valid California Driver's License and proof of
23 automobile insurance.

24 18.2 Wraparound Supervisor:

25 Duties:

26 18.2.1 Maintain a staffing schedule ensuring that no more than
27 ten (10) FTE Wraparound OC staff, Care Coordinators, Parent Partners, and/or
28 Youth Partners, are under his/her direct supervision at any time.

1 18.2.2 Maintain cooperative and effective working relationships
2 with her/his staff in order to provide maximum support to Participants and
3 Participant's Families.

4 18.2.3 Attend a minimum of one (1) Wraparound OC meeting per
5 month held by ADMINISTRATOR or designee.

6 18.2.4 Attend monthly WRIT and POC presentations.

7 18.2.5 Inform ADMINISTRATOR immediately of any emergencies and/or
8 critical incidents involving Participants and/or Participants' Families and
9 submit necessary paperwork within established timeframe (twenty-four hours).

10 18.2.6 Ensure that all documents and procedural forms are signed
11 and submitted to WRIT within designated timeframe.

12 18.2.7 Ensure accuracy and timeliness of POC and all other
13 documents requiring Wraparound Supervisor's signature and/or approval.

14 18.2.8 Notify ADMINISTRATOR of changes in Family Team
15 composition, through the update of the Phase and Progress Report.

16 18.2.9 Maintain accountability for all Wraparound Policies and
17 Procedures as provided by WOG and/or WRIT.

18 18.2.10 Provide orientation and training in Wraparound OC to all
19 new Care Coordinators, Parent Partners and Youth Partners.

20 18.2.11 Monitor service utilization, review monthly reports, POCs,
21 and Prevention and Safety Plans, and provide feedback to Care Coordinators.

22 18.2.12 Monitor Flex Fund expenditures, MIDS entries and reports
23 for accuracy.

24 18.2.13 Monitor situation(s) in which Participant(s) may be at-
25 risk of placement disruption and ensure timely submission of COR.

26 18.2.14 Notify ADMINISTRATOR if any Wraparound staff, including
27 the Wraparound Director, Supervisor, Care Coordinator, Parent Partner and/or
28 Youth Partner, are called to testify in Juvenile Court and/or if Wraparound OC

1 records are subpoenaed.

2 18.2.15 Conduct regular meetings with Care Coordinators, Parent
3 Partners and Youth Partners to share information regarding Wraparound issues
4 and the status of involvement with individual Participants and Families,
5 including a minimum of one (1) hour per week of individual supervision, and
6 regular team group supervision. Individual supervision shall include ongoing
7 feedback and support regarding each Care Coordinator's, Parent Partner's and
8 Youth Partner's strengths as well as areas requiring improvement.

9 18.2.16 Provide Care Coordinators, Parent Partners and Youth
10 Partners with tools to maximize safety (such as cell phones/pagers, training
11 on community safety, etc.) and remain receptive to and address Care
12 Coordinators, Parent Partners and Youth Partners' safety concerns.

13 18.2.17 Be available to provide clarification, direction, support
14 and emergency crisis management to Contractor's direct service staff twenty-
15 four (24) hours a day, seven (7) days a week, including holidays, utilizing an
16 on-call system after normal direct service hours.

17 18.2.18 Participate in mandatory trainings and ensure that Care
18 Coordinators, Parent Partners, and Youth Partners also participate in
19 mandatory trainings as determined by ADMINISTRATOR.

20 18.2.19 Provide coverage for Care Coordinators, Parent Partners
21 and Youth Partners, as needed.

22 18.2.20 Attend one (1) Participant and FTM per Care Coordinator
23 per month and utilize Team Observation Form, or similar tool, to ensure
24 fidelity to the Wraparound OC process and to provide staff with behavioral
25 feedback.

26 18.2.21 Assist Care Coordinators, Parent Partners, and Youth
27 Partners in empowering Family Teams; i.e., building on strengths, meeting
28 needs and utilizing community resources.

1 18.2.22 Conduct meetings, to include ETMs, with Family Team
2 members to solve challenging issues, as needed.

3 18.2.23 Provide Care Coordinators, Parent Partners, and Youth
4 Partners with ongoing assistance to work through crisis situations as well as
5 day-to-day trouble shooting.

6 18.2.24 Review all Participant cases pending conclusion with the
7 Care Coordinator assigned to the case and ensure adequate transition planning.

8 18.2.25 Conduct regular performance evaluations for staff assigned
9 for supervision.

10 18.2.26 Ensure boundaries are established and maintained between
11 staff and Participants and/or Participants' families.

12 18.2.27 Review and approve requests for Flex Fund expenditures, as
13 indicated on the POC and Family Budget.

14 18.2.28 Review and verify Flex Fund usage procedures are in
15 compliance with CONTRACTOR's established fiscal strategies.

16 18.2.29 Review Wraparound and Medi-Cal case notes for Participants
17 and Participants' Families served by Care Coordinators under his/her direct
18 supervision.

19 18.2.30 Review all documentation prepared by Care Coordinators,
20 Parent Partners and Youth Partners under his/her direct supervision, for
21 services provided by Wraparound and Medi-Cal.

22 18.2.31 Review program documentation to ensure accuracy and
23 fidelity to the Wraparound OC process.

24 18.2.32 Participate in a minimum of six (6) "Professional Growth
25 for Wraparound Supervisors" trainings each year, as offered by ADMINISTRATOR.

26 18.2.33 Adhere to the COUNTY Code of Conduct provided during the
27 Wraparound OC Core Four Day Training, described in Paragraph 5.2.

28 ///

1 Minimum Qualifications:

2 18.2.34 Master's degree in social work, psychology, nursing,
3 occupational therapy, or a related field from an accredited college or
4 university.

5 18.2.35 Licensed or license eligible MFT or LCSW.

6 18.2.36 One (1) year of experience in human services, preferably
7 case management.

8 18.2.37 One (1) year of experience in care coordination or similar
9 experience.

10 18.2.38 One (1) year of experience working with target population
11 as defined in Paragraph 1 of this Exhibit A.

12 18.2.39 Possess a valid California Driver's License and proof of
13 automobile insurance.

14 18.3 Care Coordinator:

15 Duties:

16 18.3.1 Maintain a caseload of eight to ten (8-10) slots with an
17 average of fifteen to sixteen (15-16) hours of service contacts per month per
18 Participant or Participant's Family Team. The fifteen to sixteen (15-16)
19 hours includes telephone contacts, face-to-face contacts with the Participant
20 or the Participant's family, consultation time as necessary, case management
21 and documentation, and identified crisis time.

22 18.3.2 Assemble the Participant's Family Team within three (3)
23 weeks of case assignment, by interviewing the Participant's family and
24 identifying family members, natural supports, agency representatives and other
25 persons who are significant to the Participant and/or the Participant's
26 Family.

27 18.3.3 Coordinate the meeting with the Participant and the
28 Participant's Family Team and develop the individualized POC based on the

1 Participant and the Participant's Family Team's strengths and needs. The POC
2 shall include a comprehensive twenty-four (24) hour Safety Plan. The POC
3 shall reflect the best possible fit with the culture, values and beliefs of
4 the Participant and Participant's Family and shall be submitted to
5 ADMINISTRATOR within thirty (30) calendar days of assignment.

6 18.3.4 Assist the Participant and the Participant's Family Team
7 to access strength based mental health, social services, education services
8 and other supports and services as identified by the Participant and the
9 Participant's Family Team including services available through the PNP.

10 18.3.5 Provide or secure support and crisis/emergency services
11 for the Participant and/or the Participant's Family Team including services
12 available through the PNP. This may be done through face-to-face contact,
13 telephone contact, or availability by beeper, pager, or an on-call system.

14 18.3.6 Ensure that the Participant and the Participant's Family
15 Team are involved in all phases of determining the goals and needs to be
16 included in the POC.

17 18.3.7 Discuss the provision and quality of activities actually
18 provided with the Participant and the Participant's Family Team, and ensure
19 that activities being provided are responsive to the goals and needs
20 identified in the POC.

21 18.3.8 Meet with Participant and/or the Participant's Family as
22 scheduled and immediately notify, via telephone, the Participant and the
23 Participant's Family Team, including the Participant's parent/caregiver and
24 the Referring Party if the Referring Party has been invited to or is expected
25 to attend the scheduled meeting, when a change in scheduling or cancellation
26 is unavoidable.

27 18.3.9 Modify the POC whenever services or resources need to be
28 added, modified, and/or deleted.

1 18.3.10 Act as a liaison for the Participant and the Participant's
2 Family Team when new services and/or resources need to be sought or developed.

3 18.3.11 Provide transportation for Participant(s) to appointments
4 or to access services as required. When transporting a minor Participant, the
5 Participant's parent(s), caregiver(s) or other responsible adult identified by
6 the Participant's Family Team must accompany the Participant unless approved
7 in advance by Wraparound Supervisor or Director.

8 18.3.12 Maintain cooperative and effective working relationships
9 with Wrap Team's Parent Partner and Youth Partner in order to provide maximum
10 support to Participants and Participant's Families.

11 18.3.13 Ensure boundaries are established and maintained between
12 her/himself and Participants and/or Participants' Families.

13 18.3.14 Provide clarification, direction, support and emergency
14 crisis management to Parent Partners and Youth Partners, 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 18.3.15 Complete all necessary documentation required by
18 ADMINISTRATOR including inputting of data into MIDS, and participation in the
19 WFI process.

20 18.3.16 Maintain accurate information, ensuring that each
21 Participant and Participant's family's demographic information is updated at
22 all times.

23 18.3.17 Participate in all meetings and training sessions as
24 required by WOG or WRIT.

25 18.3.18 Participate in Quality Assurance/Quality Improvement
26 studies as required by WOG or WRIT.

27 18.3.19 Participate in a minimum of six (6) Professional Growth
28 for Care Coordinators trainings each year, as offered by ADMINISTRATOR.

1 18.3.20 Adhere to the COUNTY Code of Conduct provided during the
2 Wraparound OC Core Four Day Training, described in Paragraph 5.2.

3 Minimum Qualifications:

4 18.3.21 Bachelor's degree in social work, psychology, nursing,
5 occupational therapy, or a related field from an accredited college or
6 university.

7 18.3.22 One (1) year of experience in human services, preferably
8 case management.

9 18.3.23 One (1) year of experience working with target population
10 as defined in Paragraph 1 of this Exhibit A.

11 18.3.24 Possess a valid California Driver's License and proof of
12 automobile insurance.

13 18.4 Parent Partner:

14 Duties:

15 18.4.1 Provide "one-to-one" interaction with Parents/Caregivers
16 of Participant(s) in the Wraparound OC or with NMD. The level of "hands on"
17 interaction will depend upon the individual needs of the Participant's Family
18 or the NMD.

19 18.4.2 Attend all scheduled FTMs and assist the
20 Parents/Caregivers or NMD in experiencing voice, choice, and ownership of
21 their goals as agreed upon by the Participant and Family Team and documented
22 in their POC and Safety Plan.

23 18.4.3 Perform other duties in support of the Wraparound OC
24 Program as assigned, including participation in the WFI process.

25 18.4.4 Be available to provide telephone support and crisis de-
26 escalation to Participant's Parents/Caregivers or NMD twenty-four (24) hours a
27 day, seven (7) days a week, including holidays, through an on-call system
28 after normal direct service hours.

1 18.4.5 Meet with Parents/Caregivers or NMD outside of FTMs to
2 support, empower, and assist/coach the Parent/Caregiver or NMD in completing
3 interventions and/or activities.

4 18.4.6 As determined by the Family Team, assist the NMD in
5 becoming involved in academic, social and recreational activities; preparing
6 for and obtaining employment, including conducting a job search; obtaining
7 housing; establishing and working toward educational goals; and facilitating
8 the development of other skills needed to achieve self-sufficiency. Coach the
9 Participant to facilitate increased self-confidence and proficiency in said
10 activities and ongoing improvement in other skills needed for successful
11 independent living.

12 18.4.7 Provide transportation to for adults/caregivers/parents
13 and NMD only. Parent Partner may not transport minor youth unless approved in
14 advance by Wraparound Supervisor or Director.

15 18.4.8 Understand the Wraparound OC Phases, the strength-based
16 approach and the team decision making process.

17 18.4.9 Parent Partner will not create the illusion of
18 establishing a permanent relationship between her/himself and Participant or
19 Participant's Family, and will not be allowed to provide nor be reimbursed for
20 providing tutoring or academic support.

21 18.4.10 Maintain a cooperative and effective working relationship
22 with the Care Coordinators and Youth Partners to provide maximum support to
23 families.

24 18.4.11 Provide resource development and distribution to families,
25 as needed.

26 18.4.12 Participate in a minimum of six (6) "Professional Growth
27 for Parent Partners" training sessions each fiscal year, as offered by the
28 Wraparound Support Services Contractor, Family Support Network and any

1 additional required training.

2 18.4.13 Maintain required paperwork and documentation.

3 18.4.14 Adhere to the COUNTY Code of Conduct provided during the
4 Wraparound OC Core Four Day Training, described in Paragraph 5.2.

5 Minimum Qualifications:

6 18.4.15 Experience in managing the care of an immediate family
7 member, or experience as the caregiver for a child or NMD Youth who has been
8 involved with the COUNTY's Child Welfare Services, Probation Department, or
9 Mental Health System because of serious emotional and/or behavioral problems;
10 experience working with and/or mentoring youth/young adults.

11 18.4.16 Two (2) years Full-Time Equivalent (FTE) experience (paid
12 or unpaid) in accessing services to address serious emotional and/or
13 behavioral problems, and familiarity with community resources.

14 18.4.17 Possess a valid California Driver's License and proof of
15 automobile insurance.

16 18.5 Youth Partner:

17 Duties:

18 18.5.1 Develop a one-to-one relationship with Participant by
19 providing support, guidance and concrete assistance and focusing on the needs
20 of the Participant. Youth Partner shall function as both a positive role
21 model and advocate for the Participant in his/her family system and community.

22 18.5.2 Adapt to and be flexible with changes in the Wraparound OC
23 process and its progression.

24 18.5.3 Extend assistance as stated in this Subparagraph 18.5 to
25 Participant's minor sibling(s) and other child(ren) in the home, as determined
26 by the Family Team.

27 18.5.4 Provide services in the Participant's residence, in the
28 local school, community setting and/or alternate site(s) as authorized by

1 ADMINISTRATOR.

2 18.5.5 Conduct initial meeting with Participant and Participant's
3 parent(s)/caregiver(s) within ten (10) calendar days of receipt of referral.

4 18.5.6 Prepare a brief written plan after initial meeting with
5 Participant and parent(s)/caregiver(s), in a form approved by ADMINISTRATOR.

6 18.5.7 Provide plan to Participant's parent/caregiver(s) within
7 five (5) business days of initial meeting.

8 18.5.8 Meet with Participant as scheduled and immediately notify
9 the Participant's parent/caregiver via telephone, when a change in scheduling
10 or cancellation is unavoidable, and provide written justification, in a format
11 approved by ADMINISTRATOR, within two (2) business days of change or
12 cancellation. CONTRACTOR shall comply with ADMINISTRATOR's request for copies
13 of said written justification.

14 18.5.9 Provide services for one to five (1-5) hours per week, as
15 determined by ADMINISTRATOR to best meet the needs of Participant and
16 Participant's parent(s)/caregiver(s).

17 18.5.10 Be available to provide telephone support and crisis de-
18 escalation to Participant or NMD twenty-four (24) hours a day, seven (7) seven
19 days a week, including holidays, through an on-call system after normal direct
20 service hours.

21 18.5.11 Work with Participant and Participant's
22 parent(s)/caregiver(s) to identify educational, social and recreational
23 opportunities that meet Participant's needs in the local community which meet
24 Participant's needs and help the Participant take part in said opportunities.
25 These opportunities must be positive pro-social activities and interventions
26 that build self-esteem, facilitate the development of social skills and peer
27 relationships.

28 18.5.12 Provide one-to-one interactions with the Participant

1 within the community.

2 18.5.13 Identify natural supports which can link the Participant
3 to the community in order to support transition and which will sustain the
4 Participant once the Youth Partner's involvement ends.

5 18.5.14 Assist the Participant with job search activities and
6 obtaining employment and/or other skills needed to foster self-sufficiency and
7 develop the skills needed for successful independent living as applicable; and
8 coach the Participant to facilitate increased self-confidence and proficiency
9 in said activities and ongoing improvement in other skills needed for
10 successful independent living.

11 18.5.15 Teach, model and reinforce pro-social skills required for
12 developing and sustaining ongoing relationships within the Participant's
13 Family and community, i.e. peers, friends, and other natural supports.

14 18.5.16 Provide a consistent, supportive environment in which the
15 Participant can learn and practice pro-social behaviors, problem solving and
16 the use of more appropriate coping skills, and/or other independent and
17 transitional living skills as appropriate.

18 18.5.17 Create varied, fun and strengthening environments designed
19 to reinforce positive behaviors, activities and skills.

20 18.5.18 Provide transportation for Participant and/or sibling(s)
21 to academic, social, recreational and/or employment activities, appointments
22 and/or to access services, as determined by the Family Team. Participant's
23 parent(s), caregiver(s) or other responsible adult identified by the Family
24 Team must accompany Participant and/or sibling(s) unless the Participant's
25 Parent/Caregiver has provided prior, written consent.

26 18.5.18.1 Written consent from the Participant's
27 parent(s)/caregiver(s) is required prior to transporting the Participant
28 and/or the Participant's sibling(s).

1 18.5.18.2 The Youth Partner shall not be authorized to
2 pick-up and/or drop-off the Participant and/or the Participant's sibling(s)
3 unless the Participant's parent/caregiver or previously authorized adult
4 designee is at home or at the otherwise agreed upon pick-up/drop-off location.
5 In the event the Participant's parent/caregiver or previously authorized adult
6 designee is not present, the Youth Partner shall immediately contact the
7 Wraparound Supervisor and/or CONTRACTOR's designee for assistance.

8 18.5.19 The Youth Partner shall establish and maintain boundaries
9 with the Participant and encourage effective communication with the
10 Participant.

11 18.5.19.1 The Youth Partner will not create the illusion
12 of establishing a permanent relationship between her/himself and the
13 Participant or the Participant's Family and will not be allowed to provide nor
14 be reimbursed for providing tutoring or academic support.

15 18.5.20 The Youth partner shall maintain a cooperative and
16 effective working relationship with the Care Coordinators and Parent Partners
17 to provide maximum support to Participants and Participant Families.

18 18.5.21 The Youth Partner shall participate in a minimum of six
19 (6) "Professional Growth for Youth Partners" training sessions each fiscal
20 year, as offered by ADMINISTRATION and any additional required training.

21 18.5.22 Attend all FTMs and provide monthly case notes, in a
22 format approved by ADMINISTRATOR, following each FTM.

23 18.5.23 Maintain required paperwork and documentation.

24 18.5.24 Perform other duties in support of the Wraparound OC
25 Program as assigned, including participation in the WFI process.

26 18.5.25 Adhere to the COUNTY Code of Conduct provided during the
27 Wraparound OC Core Four Day Training, described in Paragraph 5.2.

28 ///

1 Minimum Qualifications:

2 18.5.26 Bachelor's degree in human services or a related field
3 from an accredited college or university or a minimum of one (1) year of
4 experience (preferably more) working with target population as defined in
5 Paragraph 1 of this Exhibit A.

6 18.5.27 Experience working with TFCO-OC model is desirable.

7 18.5.28 Experience working with youth and/or NMD in an employment
8 or volunteer capacity is desirable.

9 18.5.29 Experience supporting youth in his/her personal
10 development through regular interactions, leading to a supportive, trusting
11 relationship in which the youth relies on the Youth Partner's guidance to gain
12 skills, perspective and experience.

13 18.5.30 Possess a valid California Driver's License and proof of
14 automobile insurance.

15 18.6 TFCO-OC Youth Partner:

16 In addition to all of the Duties and Education and Experience of
17 Youth Partner listed above, TFCO-OC Youth Partner shall include the following:

18 Duties:

19 18.6.1 Attend weekly TFCO-OC clinical team meetings and provide
20 brief updates to the Family Team on the progress of interventions, activities
21 and goals of the Participant.

22 18.6.2 Attend TFCO-OC graduations and provide support for
23 Participant's transition to aftercare.

24 Education and Experience:

25 18.6.3 Training and experience working with TFCO-OC model.

26 18.7 Quality Assurance:

27 Duties:

28 18.7.1 Monitor and ensure integrity of Medi-Cal billing, track

1 required paperwork from staff to ensure timelines are followed, ensure quality
2 of program and utilize systems developed by ADMINISTRATOR to monitor
3 paperwork.

4 Minimum Qualifications:

5 18.7.2 High School diploma; excellent communication skills;
6 proficient in Microsoft WORD.

7 18.8 Data Entry Clerk:

8 Duties:

9 18.8.1 Enter data and notes for timely and accurate billing,
10 utilize systems developed by ADMINISTRATOR, track and bill expenses, file
11 required documentation and ensure case files are properly up to date.

12 Minimum Qualifications:

13 18.8.2 High School diploma; excellent communication skills;
14 proficient in Microsoft WORD.

15 18.9 Bookkeeper:

16 Duties:

17 18.9.1 Prepare monthly invoices, analyze budgets and monthly
18 expenditures, keep Program Manager and Program Administrator informed on
19 financial data and maintain fiscal files and reports.

20 Minimum Qualifications:

21 18.9.2 High School diploma; good analytical skills; proficient in
22 Microsoft Excel.

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EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.

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.

1.4 Assignment: Term to signify that a child is eligible for

1 Wraparound Orange County (Wraparound OC) and has assigned the child and
2 child's family to a Wraparound Provider Agency.

3 1.5 CalWORKs: The acronym for the California Work Opportunity and
4 Responsibility to Kids Act of 1997 as described in Section 11200 et seq., of
5 the California Welfare and Institutions Code (WIC).

6 1.6 Care Coordinator: CONTRACTOR staff that develops and leads the
7 Family Team, and guides the evolution of a POC that is family centered and
8 effective in safely transitioning Participant to the least restrictive family
9 setting with minimal reliance on formal support systems.

10 1.7 Case Number: A unique identifier established by the County of
11 Orange Social Services Agency (SSA) for each Participant in Wraparound OC.

12 1.8 Challenge Grants: Federal funding source providing Youth and
13 Family Resource Centers for children under the jurisdiction of the Orange
14 County Juvenile Court and supervision of Orange County's Probation Department
15 (Probation).

16 1.9 Child Out of Home Report (COR): Information reported to the
17 Wraparound liaisons when Participants are out-of-home for reasons of absent
18 without leave (AWOL) overnight or more than twenty-four (24) hours,
19 hospitalization, placement in a residential facility for educational needs,
20 protective custody for dependents, or custody violations for wards.

21 1.10 Child Welfare Services Redesign Supportive Services (CWSRSS):
22 Group of agencies contracting with SSA to provide diverse and tailored
23 services through a fee-for-service and outcome based approach for children and
24 families served by SSA. The program is also referred to as the Wraparound
25 Provider Network.

26 1.11 Children and Family Services (CFS): A Division of SSA.
27 Participants' Assigned Senior Social Workers (SSW) are CFS employees.

28 1.12 Community-Based Services: Services available in the community

1 provided primarily by non-governmental agencies.

2 1.13 Concluded: Term to signify Participant is no longer enrolled in
3 Wraparound OC.

4 1.14 Contiguous County: A California county that shares a border with
5 Orange County, i.e., Los Angeles County, Riverside County, San Bernardino
6 County and San Diego County.

7 1.15 Cost Effective: Achieving the desired goal with minimum
8 expenditures.

9 1.16 Cost of Doing Business (CODB): Expense incurred as a routine part
10 of providing Wraparound OC, common to all providers, and not linked to an
11 individual family need.

12 1.17 Cultural Competency: A sensitivity, awareness and acceptance of
13 cultural differences, an awareness of one's own cultural values, and
14 understanding of the "dynamics of difference" in the helping process, basic
15 knowledge about youth/family's culture and the ability to adapt practice
16 skills to fit the cultural needs of the youth/family.

17 1.18 Culturally Responsive: Demonstrate a general knowledge of cultural
18 values and mores of individuals from diverse ethnic groups; the ability to
19 recognize, respect, affirm, and value the worth of individuals from different
20 ethnic groups; and the ability to interact responsively, respectfully, and
21 effectively with people from diverse cultures, classes, races, ethnic groups,
22 and religious backgrounds in a manner that recognizes, affirms, and values the
23 worth of individuals, families, and communities as well as protecting the
24 dignity of each person.

25 1.19 Dependency Drug Court (DDC): The Juvenile Court has implemented
26 DDC for SSA families. A number of these families have been offered the option
27 to participate in Wraparound to support reunification efforts and their
28 success with DDC.

1 1.20 Dependent: A child who is under the jurisdiction of the Orange
2 County Juvenile Court as a result of abuse and/or neglect and is under the
3 supervision of SSA.

4 1.21 Diagnosis: Definition of the nature of the Participant's disorder
5 per the most current edition of the Diagnostic and Statistical Manual of
6 Mental Disorders (DSM) published by the American Psychiatric Association.

7 1.22 Early and Periodic Screening, Diagnosis and Treatment Program
8 (EPSDT): Program permitting a state to cover, under Medicaid law, known in the
9 State of California as "Medi-Cal," services necessary to correct or ameliorate
10 a mental illness even if the service is not otherwise included in the state's
11 Medi-Cal Plan. EPSDT covers eligible persons age twenty-one (21) years and
12 younger.

13 1.23 Eligible Child/NMD: Child who meets any of the following criteria:

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

19 1.23.2 NMD pursuant to WIC Section 11400(v): a foster child who
20 has attained the age of eighteen (18) years while in foster care and is
21 younger than twenty-one (21) years and/or;

22 1.23.3 Have an approved or potential place to reside in the
23 community with a parent/guardian, relative caregiver, or foster parent who has
24 agreed to participate in Wraparound OC services and/or;

25 1.23.4 Is in placement or is at risk of placement in a group home
26 licensed by CDSS at RCL ten (10) to fourteen (14). These group homes focus on
27 care for children/NMD youth and adolescents with significant
28 emotional/behavioral disturbance who require the most structure and/or

1 specialized treatment and/or exhibit one or more of the following behaviors,
2 but not limited to:

3 1.23.4.1 Have an approved or potential place to reside in
4 the community with a parent/guardian, relative caregiver, or foster parent who
5 has agreed to participate in Wraparound services and/or

6 1.23.4.2 Is in placement or is at risk of placement in a
7 group home licensed by CDSS at RCL ten (10) to fourteen (14). These group
8 homes focus on care for Participants with significant emotional/behavioral
9 disturbance that require the most structure and/or specialized treatment
10 and/or exhibit one or more of the following behaviors, but not limited to:

11 1.23.4.3 Frequent running away, gang involvement,
12 tagging, property destruction, self-harming, possession of deadly weapons,
13 adjudicated sex offenders, possession of alcohol and drugs for use or sales,
14 juvenile perpetrator, substance abuse disorder, fire starter, sexualized
15 behavior, sexual exploitation, multiple placements, minor criminal behavior,
16 opposition/defiant behavior, aggression, assaultive toward others, educational
17 deficiencies, habitual school truancy and/or other school related behavior
18 problems, post-traumatic stress, behaviors beyond control of parent(s) or
19 primary caregiver(s), recognized mild developmental disorder, significant
20 mental health disorders, one or more hospitalizations in a mental health
21 facility, child/NMD youth has previously received other intensified services.
22 In addition, child/NMD youth may have been raised in families with multi-
23 generational criminal justice involvement, social services, involvement, and
24 mental health disorders.

25 1.24 Emergency Fund: Funds reserved to deal with any unanticipated
26 emergencies experienced by individual families.

27 1.25 Emergency Response (ER): A Children and Family Services program;
28 ER social workers respond to Child Abuse Registry (CAR) referrals determined

1 to meet the legal definition for suspected child abuse or neglect. ER social
2 workers investigate allegations, assess risk and child safety, and determine
3 whether preventative services or protective custody interventions are needed.

4 1.26 Emergency Team Meeting: An emergency meeting, modeled after Team
5 Decision Making (TDM) Meetings, held to address Participant's safety issues
6 and placement concerns. ETMs must occur within twenty-four (24) hours of
7 event or change of circumstances.

8 1.27 Enrollment Date: Date a child is enrolled in a Senate Bill (SB)
9 163 slot.

10 1.28 Extended Foster Care (EFC): Under the provision of AB12, the EFC
11 Program allows foster youth to remain in foster care and continue to receive
12 foster care payment benefits (AFDC-FC payments) and services beyond age
13 eighteen (18), as long as the foster youth is meeting one of five (5)
14 participation requirements, living in an approved or licensed facility, and
15 meeting other eligibility requirements.

16 1.29 Family(ies): Participant's parent and siblings and other relatives
17 related to the Participant by blood, marriage or non-relative extended family
18 connection. Families are the adults committed to a Participant and able to
19 meet the Participant's needs. In most cases, the family will be a
20 Participant's birth family or kin. In some cases, it may be a step-parent or
21 blended family that has a significant healthy attachment. In other cases, it
22 will be an adoptive family or a foster family with the potential to become a
23 permanent family for the Participant. And, in rare circumstances, a family
24 must be developed. In most cases, the Participant will be able to identify
25 the family that has a commitment to him/her or has the potential to develop a
26 commitment. Family members may include extended family or others who are seen
27 by the Participant as significant and supportive.

28 1.30 Family Centered: The needs of children addressed in the context of

1 their families. Parent(s) or primary caregiver(s) will participate in all
2 aspects of the development and implementation of the plan of support and
3 services to the degree they are able and to the extent permitted by any
4 outstanding orders of the court.

5 1.31 Family Maintenance Collaborative Services (FMCS): A voluntary
6 program designed to stabilize and maintain non-dependent children in their
7 homes and who have been determined to be at high risk of child abuse or
8 neglect. FMCS is time limited preventative services designed to promote child
9 safety and link families to resources and reduce the need for protective
10 custody.

11 1.32 Family Representative: Anyone that has a meaningful connection
12 with Participant and who is seen by the Participant as significant and
13 supportive such as a family member, relative, neighbor, or football coach.

14 1.33 Family Review Process: The method of ensuring a system of care
15 support, quality assurance and continuous system improvement that provides
16 periodic reviews and monitoring of individual Plans of Care and outcomes to
17 provide systemic support at both the Participant and Participant's family and
18 system practice levels. This method includes consultation between the
19 Wraparound Provider Agency and the Wraparound Review and Intake Team, or its
20 designee.

21 1.34 Family Setting: Any family setting where there is a relative or
22 caregiver interested in strength based services and willing to work toward
23 permanency; this could include parents, relative placements, guardianships,
24 and foster homes.

25 1.35 Family Team: A group that forms to meet the needs of an eligible
26 child through whatever means possible. In order to ensure family voice and
27 ownership in the POC, every effort shall be made to ensure family members and
28 family representative(s) constitute a minimum of fifty percent (50%) of the

1 Family Team. This team includes the Participant and:

2 1.35.1 Participant's parent(s) and/or selected family members,
3 family representative, foster parent, or guardian;

4 1.35.2 The appropriate representative of the primary
5 jurisdictional agency (SSW, Deputy Probation Officer [DPO], Mental Health Case
6 Manager [MH Case Manager], etc.);

7 1.35.3 Relevant counseling or mental health representatives; and

8 1.35.4 Any other person(s) influential in the Participant's
9 and/or Participant's family's lives who may be instrumental in developing
10 effective services and/or whomever the Participant's family wants to
11 participate.

12 1.36 Family Team Member: Participant, Participant's family, Care
13 Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional
14 or non-traditional support system, significant other, professional, or natural
15 support designated by the Participant and/or Participant's family. Family
16 Team members are the critical decision-makers; attend Family Team meetings;
17 have regular contact with the Participant and Participant's family, and are
18 able to access needed resources.

19 1.37 Flex Funds: Term used to identify the flexible use of State and
20 County foster care funds and AAP funds to pay for the Service Slots that
21 provide individualized, intensive Wraparound services.

22 1.38 Formal Supports: System based services and supports provided by
23 professionals (or other individuals who are compensated to provide services
24 and who are concerned and care about the child/youth) under a structure of
25 requirements for which there is oversight by state or federal agencies,
26 national professional associations or the general public arena.

27 1.39 Health Care Agency (HCA): The County of Orange Agency authorized
28 by the State of California Medi-Cal Program to submit billing(s) and receive

1 payment for Medi-Cal reimbursable activities.

2 1.40 Hours of Service: The number of hours of service a Care
3 Coordinator, Parent Partner and/or Youth Partner spends in contact with the
4 Participant and Participant's Family Team providing Wraparound OC.

5 1.41 Individual Service Report (ISR): Case specific report generated by
6 Wraparound Provider Agency that identifies Youth Partner, Parent Partner, Care
7 Coordinator and Wraparound costs.

8 1.42 Individualized Services: Services tailored to the specific, unique
9 needs of the Participant and/or Participant's family; a flexible, creative
10 approach to treatment planning based on an assessment of needs, resources and
11 family strengths, including the use of formal and informal supports and
12 services.

13 1.43 Informal Supports: Community-based services and supports provided
14 by individuals or organizations that already exist or can be available in the
15 family's own community, kinship, social or spiritual networks. Interventions
16 and activities that utilize friends, extended family members, clergy or other
17 faith-based mentors, neighbors, local business persons, and so forth.

18 1.44 Intake Referral: A request for services by a child's assigned SSW,
19 DPO, or MH Case Manager.

20 1.45 Life Area: Areas of basic human needs including: Family
21 Relationships; Living Environment; Educational; Vocational/Work;
22 Social/Recreational; Financial; Cultural; Emotional/Psychological;
23 Medical/Health; Spiritual; Safety; and Legal. At its sole discretion,
24 ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or
25 modify life areas.

26 1.46 Multi-Agency Intervention Data System (MIDS): Database system used
27 to track data and create reports through the collaborative efforts of SSA,
28 HCA, and Probation and contracted Wraparound Providers. The database system

1 is utilized to collect data and generate reports regarding Wraparound OC
2 services.

3 1.47 Multi-Disciplinary Consultation Team (MDCT): A team collaboration
4 with representatives from primarily SSA, HCA and may also include Probation
5 and OC Department of Education to work with non-dependent children to reduce
6 the need for protective custody and out of home placement by stabilizing and
7 strengthening the family through a coordination of available services.

8 1.48 Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a
9 foster child who has attained the age of eighteen (18) years while in foster
10 care and is younger than twenty-one (21) years. The NMD must meet at least
11 one (1) of the AB 12 participation requirements and must participate in a
12 Transitional Independent Living Plan (TILP) under the responsibility of
13 COUNTY.

14 1.49 Out-of-County: Any California county other than Orange County.
15 May also be extended to include out of state as deemed necessary.

16 1.50 Parent Partner: CONTRACTOR staff that provides support to the
17 Family Team, and the parent in particular. The Parent Partner will have
18 personal experience with the services for an emotionally/behaviorally
19 disturbed person through the COUNTY's Welfare Services, Probation, or Mental
20 Health System, based on their relationship to a consumer.

21 1.51 Participant: A child who meets the criteria for an Eligible Child
22 as defined in this Exhibit B and has been accepted into a Pre-Enrollment,
23 Enrollment, or Post-Enrollment capacity.

24 1.52 Plan Of Care (POC): Written plan, including by reference any
25 Juvenile Court order(s), developed and signed by the Family Team which
26 includes the following elements:

27 1.52.1 A statement of an overall goal or vision for the
28 Participant and Participant's family;

- 1 1.52.2 The strengths of the Participant and Participant's family;
- 2 1.52.3 Needs, as defined by specific life areas that must be met
- 3 to achieve the goal of the Participant and Participant's family;
- 4 1.52.4 Proactive and reactive Safety Plans;
- 5 1.52.5 The type, frequency, and duration of intervention
- 6 strategies and activities;
- 7 1.52.6 Financial responsibility for the components of the POC;
- 8 and
- 9 1.52.7 Desired outcomes of Wraparound OC.

10 1.53 Pre-Enrollment Date: Date the Participant is assigned to a

11 Wraparound Provider Agency to begin the Wraparound OC, but prior to enrollment

12 date.

13 1.54 Provider Network Program (PNP): A network to provide specific

14 services to children and families served by SSA and in partnership with HCA

15 and Probation Department for children and families served through Wraparound

16 OC. Network Providers deliver diverse and tailored services through a fee-

17 for-service and outcome-based approach. The Wraparound Provider Network

18 Program is also known as Child Welfare Services Redesign Supportive Services

19 (CWSRSS).

20 1.55 Post-Enrollment Date: Date the Participant is removed from an

21 Enrolled SB 163 Slot. Participant and Participant's family may continue to be

22 involved in Wraparound OC with the Wraparound OC Provider Agency for the

23 duration of the POC in effect, up to three (3) months, then the Participant

24 will conclude from Wraparound OC. The length of the Post-Enrollment period is

25 set in the Participant's POC.

26 1.56 Quality Assurance (QA): Methods, including the use of

27 interdisciplinary teams, established by ADMINISTRATOR to review process,

28 performance, and outcome measures, and identify opportunities for improvement.

1 1.57 Rate Classification Level (RCL): The level established by CDSS for
2 a residential treatment or group home. The RCL process uses a point system to
3 measure the level or intensity of care and supervision provided. Points are
4 based on the number of hours per child per month of services provided in Child
5 Care and Supervision, Social Work Activities, and Mental Health Treatment
6 Services.

7 1.58 Senate Bill (SB) 163: Wraparound Services Project allows counties
8 the flexible use of State foster care dollars to provide eligible children
9 with family-based service alternatives to group home care using Wraparound as
10 the service process for creating individualized services and supports for
11 children and their families. Wraparound serves children who are currently
12 residing, or at risk of being placed, in a group home licensed at an RCL of
13 ten (10) to fourteen (14).

14 1.59 Safety Plan: Plan developed in conjunction with POC that provides
15 the Participant and Participant's family with actions, contacts, responses,
16 and responsibilities to crises a child or family can reasonably predict while
17 in Wraparound OC. Plans for Participants with histories of violence, sexual
18 acting out, or delinquency, and plans involving Participant's family members
19 with histories of substance abuse and other problems shall address those
20 specific behavioral issues and triggers to ensure that these behaviors are
21 mitigated and/or controlled. In addition to the Participant's family, all
22 Family Team members and service providers, as appropriate, must be informed of
23 these plans so they can be knowledgeable of the crisis management strategy,
24 and how to contact Contractor.

25 1.60 Satisfaction Surveys: Surveys to measure Participant's,
26 Participant's Family's, and the referring Agency's overall satisfaction with
27 Wraparound OC, and its specific aspects in order to identify problems and
28 opportunities for improvement.

1 1.61 Self-Sufficiency: Term to signify the Participant's family is able
2 to secure the services and supports to meet its needs in the future without
3 the continued assistance of Wraparound OC.

4 1.62 Slot: An alpha-numeric identifier assigned to each Participant
5 that identifies referring agency and funding status.

6 1.63 Special Incident: Term to signify a significant event in
7 Participant's life. Events may include, but are not limited to, Participant's
8 or Participant's family member's serious injury or death, occurrence of open
9 case maltreatment, hospitalization, delinquent acts, violence, property
10 damage, and/or runaway episodes.

11 1.64 Success: Several measures to determine the overall impact of
12 Wraparound OC involvement with the Participant and the Participant's family,
13 at closure. Measures will include, but not be limited to, increased school
14 attendance and academics, residing in a family setting, decreased problematic
15 behaviors, increased family coping skills, and Family Team's perception of met
16 needs.

17 1.65 Supervised Independent Living Placement (SILP): Type of foster
18 care; placement for young adults developmentally ready to live in a less
19 restrictive environment and intended to provide an opportunity for dependent
20 living experiences while receiving a safety net of support and services.

21 1.66 Technical Assistance Meeting: A structured meeting held when the
22 Wraparound OC Provider Agency or referring party feels they have reached a
23 challenge in the Wraparound process with a particular family. The Wraparound
24 OC Provider Agency or referring party can request assistance from the
25 Wraparound Review and Intake Team (WRIT) to provide support and assistance in
26 moving the team forward. WRIT facilitates the meeting attended by the
27 referring party and their supervisor, the Wraparound OC Provider Agency's Care
28 Coordinator and Parent Partner, and members of WRIT.

1 1.67 Treatment Foster Care Oregon - Orange County (TFCO-OC): An
2 evidence -based treatment model that is an alternative to group home care for
3 youth who are Wraparound-eligible and who have an identified family to live
4 with following their participation in treatment foster care. TFCO-OC uses
5 treatment foster homes in the community and clinical teams to help stabilize
6 each participating youth's behavior, while at the same time preparing the
7 youth's after-care family to receive the youth within six (6) to twelve (12)
8 months.

9 1.68 TFCO-OC Youth Partner: CONTRACTOR staff that provides consistent,
10 reinforcing support to Participants, primarily those in the TFCO-OC program,
11 thereby allowing Participants to learn and practice pro-social behavior,
12 problem solving, and coping skills.

13 1.69 Ward(s): Any person who is under the age of eighteen (18) years
14 when he or she violates any law of the State of California defined as a crime,
15 is within the jurisdiction of the Juvenile Court, which may adjudge such
16 person to be a ward of the court and place the person under supervision by
17 Probation pursuant to WIC Section 602.

18 1.70 Wraparound OC Provider Agency: Organization under contract with
19 SSA to implement Wraparound OC to a specific number of Participants and other
20 eligible children.

21 1.71 Wraparound Fidelity Index (WFI): A survey process that measures
22 eleven (11) elements of the Wraparound process for Wraparound OC
23 Participant(s), Participant's primary caregiver, Parent Partner, and Care
24 Coordinator. The survey instrument is completed through brief, confidential
25 telephone interviews with families who agree to participate in the project.

26 1.72 Wraparound Orange County (Wraparound OC): A collaboration
27 administered by SSA in partnership with HCA and Probation. Through this
28 collaboration, a highly individualized approach is developed for a child in,

1 or at risk of, group home placement. The goal is to maximize the capacity of a
2 family to meet the child's needs, and prevent or reduce residential placement.

3 1.73 Wraparound OC Plan: Plan approved by County of Orange Board of
4 Supervisors and the CDSS detailing COUNTY's plan to use Wraparound funding to
5 provide eligible children with family based service alternatives to group home
6 care, with Wraparound OC as the service delivery method.

7 1.74 Wraparound Oversight Group (WOG): Group that includes Executive
8 Director or Deputy Director level representatives from SSA/CFS; HCA/Behavioral
9 Health Services; and Probation. This group receives reports from ADMINISTRATOR
10 regarding program, fiscal, contract, evaluation, and training; ensures
11 collaboration between agencies; and develops policy recommendations in keeping
12 with Wraparound OC Plan as approved by the County of Orange Board of
13 Supervisors. WOG directs the reinvestment of any cost savings that may accrue
14 as a result of Wraparound OC implementation.

15 1.75 Wraparound Review and Intake Team (WRIT): Group that includes
16 parent representatives as well as representatives from SSA, HCA/Behavioral
17 Health Services, Probation, Wraparound OC Support Services provider, and
18 Orange County Department of Education. This team reviews eligibility for
19 Wraparound OC, establishes the rate per CDSS directives, and provides
20 consultation to Wraparound OC Provider Agencies in the Family Review Process.

21 1.76 Youth Partner: CONTRACTOR staff that provides consistent,
22 reinforcing support to Participants thereby allowing Participants to learn and
23 practice pro-social behavior, problem solving, and coping skills.

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